



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

January 17, 2023
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. CONSENT CALENDAR

3. SUBJECT: Proclamation of Local Emergency for the Winter Storms of 2022-2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, proclaiming a state of local emergency for storms beginning in December 2022.

4. SUBJECT: Second Reading and Adoption 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 adopt Ordinance No. _____, 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.

5. SUBJECT: Second Reading and Adoption of Ordinance Approving 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 conduct a second reading and adopt Ordinance No. _____, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units.

6. SUBJECT: Second Reading and Adoption of an Ordinance approving the Planned Development Overlay Conditional Use Permit - Cross Court Commons (PLNG 22-00066)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the Planned Development Overlay Conditional Use Permit for Cross Court Commons.

7. SUBJECT: Cooperative Agreement with Caltrans for Gibson Road at SR-113 Interchange Modification Project, CIP 19-13

RECOMMENDATION FOR ACTION: Staff recommends that the Council adopt Resolution No. _____, approving the Cooperative Agreement with the State of California Department of Transportation (Caltrans) regarding interchange modifications at the SR-113 NB off-ramp at Gibson Road, and authorizing the City Manager to sign the Agreement on behalf of the City.

8. SUBJECT: Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22
Budget Adjustment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to: (1) Appropriate \$250,000 of additional Road Development Funds (Fund 582) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22: (2) approve an amendment to the Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with Foundation for Excellence at Woodland Christian Schools ("WCS") in furtherance of the Pedestrian Overcrossing Project.

G. REPORTS OF THE CITY MANAGER

9. SUBJECT: Waste Management Annual Rate Adjustment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt 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.

10. SUBJECT: Equity Action Plan

RECOMMENDATION FOR ACTION: Staff recommends that Council adopt Resolution No. _____ adopting the City's Equity Action Plan and authorize staff to execute and monitor the plan, update Council and the community on the City's progress, and revise the plan as necessary.

H. 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, January 17, 2023 was posted on Friday, January 13, 2023 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.


Ana B. Gonzalez
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 17, 2023
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: January 17, 2023
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".

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED CITY COUNCIL LONG RANGE CALENDAR

FEBRUARY 7TH

REGULAR MEETING

Consent Calendar

City Council Meeting Minutes – January 10 and 17, 2023

City of Woodland Civic Fellowship Program

Cannabis Buffer Evaluation and Policy Determination

Subrecipient Agreements with Fourth & Hope Funded through 2022 Continuum of Care Program

Approval of Permanent Supportive Housing Regulatory Agreement with Friends of the Mission

Welcome Baby Program

Regular Calendar

Woodland Youth Civic Fellowship Program

FEBRUARY 21ST

REGULAR MEETING

Consent Calendar

CSD Quarterly

Animal Services Contract

Accept 2022 water/sewer replacement project as complete, CIP #21-01

Award construction contract for 2023 water/sewer replacement project as complete, CIP #22-04

Award consultant design agreement for ASR Well #31, CIP #17-05

Presentations

Library Board Annual Report

Public Hearing

Emergency Shelter Low Barrier Navigation Center Ord for the (I), (I/LIF?) (CMU) (DMU) zones

MARCH 4TH

SPECIAL MEETING

City Council Retreat / Goal Setting Session

MARCH 7TH

REGULAR MEETING

Woodland Research & Technology Park – Final EIR & Specific Plan

Woodland Micro Transit Service Presentation

Mid-year Budget

MARCH 21ST

REGULAR MEETING

Annexations – Westucky, Barnard Court, North East Street, & Industrial Area

Future Topics / Study Sessions:

Youth Development Plan Presentation – Joint Session with WJUSD (January/February)

Sustainability Advisory Committee Workshop (Tentative)

Waste Management Residential Smart Truck (TBD)

Rule 20A Undergrounding District (TBD)

Comprehensive Zoning Update



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 17, 2023
ITEM #: F.3
SUBJECT: Proclamation of Local Emergency for the Winter Storms of 2022-2023

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, proclaiming a state of local emergency for storms beginning in December 2022.

Staff Contact:

Dana Carey, Fire Marshal, (530) 661-5855, dana.carey@cityofwoodland.org

Fiscal Impact:

There is no new net fiscal impact on the City. Damages have already been sustained by the city. This Resolution is the first step to entering the State and Federal Disaster recovery programs.

Background:

The City's Emergency Operations Center has been operating on a Duty Officer Status in response to storm related effects as of December 30, 2022, in anticipation of flooding from multiple significant Atmospheric Rivers, producing winds and heavy rains and causing power outages, downed trees and localized flooding throughout the City.

Multiple forecasts have been issued throughout the event(s), by the Sacramento National Weather Service Office, for high winds and heavy rain which have affected the City of Woodland.

As a result of these storms, the city has sustained damage to infrastructure, the urban canopy, and increased response costs due to the weather and continuous power outages.

Discussion:

The authority to proclaim a State of Local Emergency within the City of Woodland is vested in the City Council. Pursuant to Title 13, Chapter 13.52 the City may also request the Governor to proclaim a "state of emergency" also. The Governor of the State of California has already issued a proclamation for the Winter Storms on January 4th and has received a Direct Assistance Federal "Emergency Declaration" (EM-3591) for many jurisdictions within the State. The next step would be to request the Governor request a Federal "Major Disaster Declaration" and request access to FEMA Public Assistance, Individual Assistance and Small Business Association programs in response to the Winter Storms.

The City of Woodland's Emergency Proclamation is the first step to enter the Disaster Cost Recovery Process along with submitting an Initial Damage Estimate (IDE) to the California Governor's Office of Emergency Services (CalOES) through the Operational Area Emergency Operations Center (Yolo County OES). The City Emergency Management staff have already submitted an original IDE and one update as per this process. These IDE's continue to get refined as departmental staff identify additional costs and damages.

The City Council can expect to see future requests for application documents to enter into Disaster Cost Recovery programs if the Federal and State Recovery programs are activated.

If conditions lessen, staff will return to City Council to end the State of Local Emergency at that time. If the conditions continue, staff will return to City Council to extend the proclamation as needed every 60 days, until the emergency is over, and return at such time, to terminate the emergency when conditions warrant it.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, proclaiming a state of local emergency for storms beginning in December 2022.

Prepared by: Dana Carey, Fire Marshal

Reviewed by: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. Resolution -State of Emergency Proclamation

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, the California Emergency Services Act, Chapter 7, of the California Government Code, commencing with § 8550 confers upon the governing bodies of the political subdivisions of this state emergency powers necessary to protect health and safety and preserve lives and property; and

WHEREAS, § 8630 of the California Government Code, states that "a local emergency may be proclaimed only by the governing body of a county, city and county, or city or by an official so designated by ordinance adopted by such governing body"; and

WHEREAS, beginning December 27, 2022, severe winter storms related to a series of atmospheric river systems struck California, bringing high winds, substantial precipitation, and river and urban flooding; and

WHEREAS, pursuant to California Government Code Section 8680.9, a local emergency is a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency affected by a natural or manmade disaster; and

WHEREAS, it is forecasted that additional and continuing storms related to this series of atmospheric river systems threaten California, bringing heavy rainfall, expected flooding, strong winds and wind gusts, falling debris, downed trees, and widespread power outages; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen with the City including: power outages throughout the City, damages to private property due to high winds, multiple fallen trees, and damages to parks, roads and other publicly owned infrastructure

WHEREAS, the City Council does hereby find that the above described conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency in the City; and

WHEREAS, the associated emergency conditions are on-going with new storms coming through the Region;

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

SECTION 1. The City Council hereby proclaims a state of local emergency, which shall be deemed to continue to exist until terminated by the City Council of the City of Woodland.

PASSED AND ADOPTED by the City Council this 17th day of January, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Victoria Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 17, 2023
ITEM #: F.4
SUBJECT: Second Reading and Adoption 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 conduct a second reading and adopt Ordinance No. _____, 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

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 materials is available for public inspection in the Building Officials office.

A public hearing and first reading of this ordinance was conducted on December 20, 2022.

Prepared by: Joel Luevano, Chief Building Official

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



Ken Hiatt
City Manager

Attachments:

1. Building Code Ordinance 01.17.2023

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 latest 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 17th day of January 2023, 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: January 17, 2023
ITEM #: F.5
SUBJECT: Second Reading and Adoption of Ordinance Approving 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 conduct a second reading and adopt Ordinance No. ____, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units.

Staff Contact:

Cindy A. Norris, Principal Planner (530) 661-5911, cindy.norris@cityofwoodland.org

Background:

At its December 20, 2022 meeting, the City Council introduced and waived the first reading of Ordinance No. ____, approving the proposed amendments to Section 17.104.010 of 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 amended provisions of Government Code sections 65852.2 and 65852.22.

The new legislation provides additional fine tuning to the existing Accessory Dwelling Unit (ADU) ordinance. State law limits local review authority in a number of respects and requires that objective standards be provided and does not allow reliance on standards found elsewhere in the Zoning Ordinance.

The City adopted amended ADU ordinance provisions in 2018 consistent with state requirements to 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 into law Senate Bill 897 to amend Section 65852.22 of, to add Section 65852.23 to, and to repeal and amend Section 65852.2 of, the Government Code, and amend Section 17980.12 of the Health and Safety Code. The new regulations become effective as of January 1, 2023.

Legislative Amendments

- 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.
- Clarifies that an ADU constructed in the front of a property must meet front yard setbacks.
- Allows unpermitted ADUs constructed prior to 2018 which are non-conforming to standards shall not be required to correct nonconformities prior to permit issuance, unless improvements are required to protect the public health and safety of the public or occupants.
- Allows detached ADUs on a multi-story, multi-family property to be 18 feet in height.

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 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.
- The City has included a section on Utility Fees and Connections, consistent with state requirements.
- The City has added a provision to inform property owners that tenancy and estimated rental income information will be collected from time to time to satisfy a HCD requirement from the state as imposed upon the City in the Housing Element.
- The City clarified application submittal requirements for ADUs.

Conclusion:

Staff recommends that the City Council:

Conduct the second reading and adopt Ordinance No. _____, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units.

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 - Chapter 17.104.010 ADU Text Amendments (Changes shown)
3. Attachment A - Chapter 17.104.010 ADU Text Amendment (Clean version)

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

AYES: Council Members Fernandez (Mayor), Garcia-Cadenia, Lansburgh, and Vega

NOESABSENT: Stallard

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 ministerially 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)(4)(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 and 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, and 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. **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 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-foot 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)(2)(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 as 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.**

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 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.
 - c. Food storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
 4. "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.
- 5. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- 6. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
- 7. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- 8. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- 9. "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.
- 10. "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 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):
 - a. Converted Space or Structure on Single-Family Lot. Only one ADU as described in this subsection E(2)(a) and one 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.
- c. Converted on Multifamily Lot. One or more 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:
- 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)(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

- 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).

4. ADU Permit Application Process and Timing.

a. The City must approve or deny 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:

i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay; or

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)(4)(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. 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 and show all exterior structures, all architectural projections, and all openings for both the primary residence and the proposed ADU including building dimensions, and material call outs.
- vii. A color and materials sample board as requested by the Director;
- viii. Color photographs of the exterior of the primary residence as requested by the 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. 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 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)(6) 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. 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)(2) or (E)(3):

1. Zoning.

- a. An ADU or JADU subject only to a building permit under subsection (E)(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)(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, 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. An ADU that is created after January 1, 2020 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-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 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)(3) above.

1. Maximum Size.

- a. The maximum size of a detached or attached ADU subject to this subsection (G)(1) is 1,000 square feet. 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. *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)(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 in any of the following circumstances:
 - i. The ADU 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 is located within an architecturally and historically significant historic district.

iii. The ADU is part of the existing primary residence or an existing accessory structure under subsection (E)(2)(a).

iv. When on-street parking permits are required but not offered to the occupant of the ADU.

v. When there is an established car share vehicle stop located within one block of the ADU.

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. 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.

c. Alley Adjacent ADUs and ADUs Adjacent to Non-Residentially Zoned Property. Side or rear yard setbacks adjacent to an alley or non-residentially zoned property 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, provided the structure is not expanded under subsection (E)(2)(a)(i). Any expansion of the structure under subsection (E)(2)(a)(i) is subject to side and rear setbacks of four feet.

e. Addition Over a Garage. The 4-foot minimum side and rear setback requirement of subsection (3)(b) shall apply to the newly constructed portion of an ADU constructed above a legally established existing garage.

4. Lot Coverage

- a. 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 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 Requirements.

- a. The materials and colors of the exterior walls, roof, and windows and doors must match or be harmonious with the appearance and architectural design of the primary dwelling.
- b. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- c. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- d. 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.
- e. 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.
- f. 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.
- g. Access stairs, entry doors and decks must face the primary residence or the alley, if applicable.
- h. 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.

- i. 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 5-gallon size plant shall be provided for every five linear feet of exterior wall.
- ii. As an alternative, 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. 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.

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.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 17, 2023
ITEM #: F.6
SUBJECT: Second Reading and Adoption of an Ordinance approving the Planned Development Overlay Conditional Use Permit - Cross Court Commons (PLNG 22-00066)

Recommendation for Action: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the Planned Development Overlay Conditional Use Permit for Cross Court Commons.

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 units (3 ADUs under 750 sq/ft incur no impact fees) and are estimated to total approximately \$737,910.

Background:

At its December 20, 2022 meeting, the City Council introduced and waived the first reading of the Ordinance approving the Planned Development Overlay Conditional Use Permit for the Cross Court Commons multifamily development. The project applicant, Cronin Properties LLC, submitted a planning application PLNG 22-00066 for a proposed 5-lot Residential Subdivision Map (No. 5233) 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), allowing 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 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 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 will allow for shared courtyard driveways and private rear yards. The townhouse-style units will add to the mix of housing types within the existing neighborhood.

Conclusion:

Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the Planned Development Overlay Conditional Use Permit for Cross Court Commons.

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. Cross Court Commons Conditions of Approval

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
COURT 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), to allow Planned Development Standards, a Conditional Use Permit, Site Plan and Design Review to develop 35 multifamily units (including 3 accessory dwelling units) on 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), zoned for medium density residential (R-M); and

WHEREAS, the applicant prepared a Site Development Plan, dated September 8, 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; and

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 for 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 will 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 dua).

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. 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

- a. The Planned Development with modified standards results in an improved project that allows the development of housing product which is consistent with the regulations and provisions of the General Plan in that additional common open space is provided in the form of private backyard space and common courtyard design.

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.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of January 2023, 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 – Planned Development
Exhibit B – Planned Development Standards
Exhibit C – Conditions of Approval

Cross Court Commons Tentative Subdivision Map No. 5233

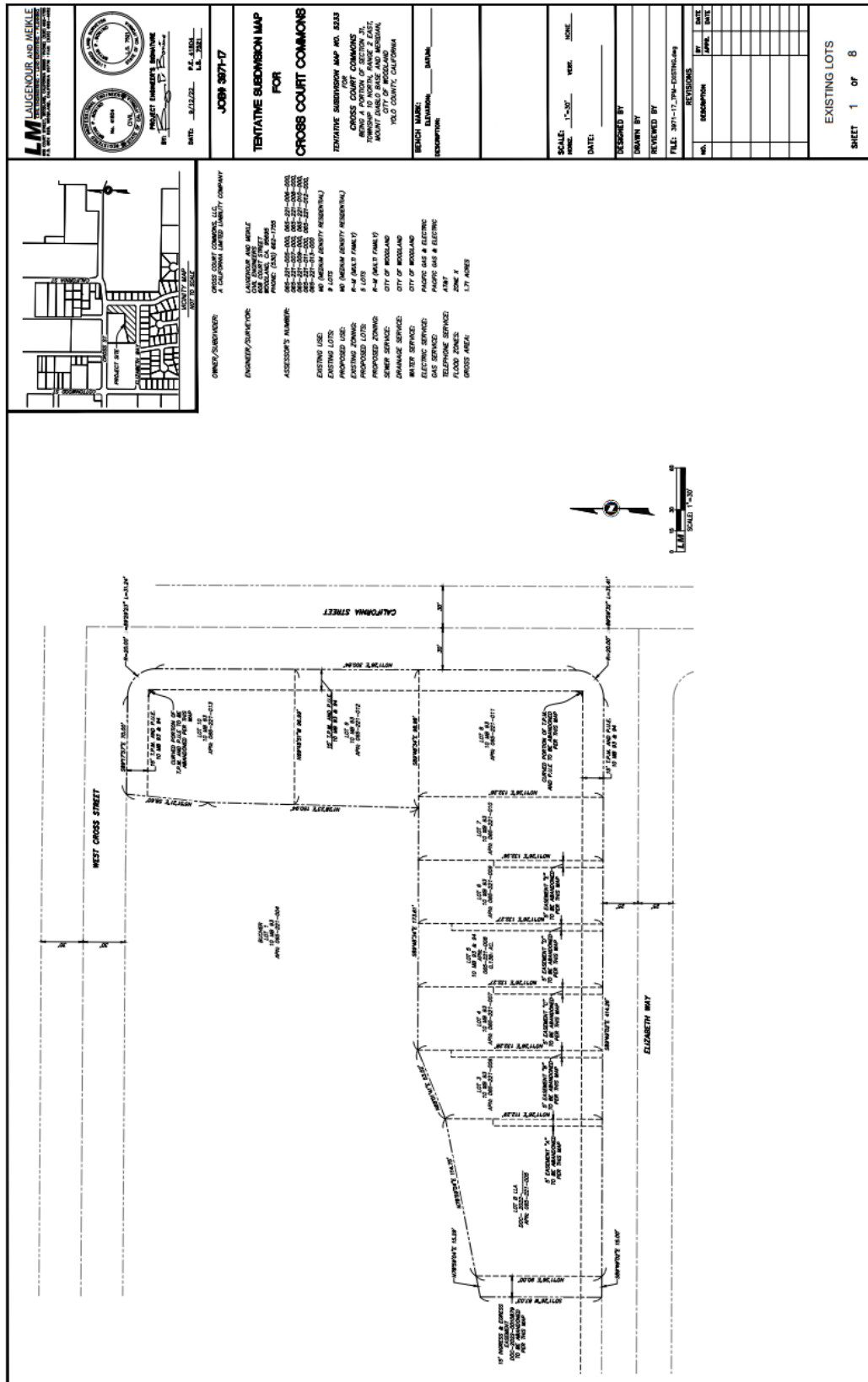


Exhibit B

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	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"

Exhibit C

[Insert: Cross Court Commons Conditons of Approval]

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 17, 2023
ITEM #: F.7
SUBJECT: Cooperative Agreement with Caltrans for Gibson Road at SR-113 Interchange Modification Project, CIP 19-13

Recommendation for Action: Staff recommends that the Council adopt Resolution No. _____, approving the Cooperative Agreement with the State of California Department of Transportation (Caltrans) regarding interchange modifications at the SR-113 NB off-ramp at Gibson Road, and authorizing the City Manager to sign the Agreement on behalf of the City.

Staff Contact:

Ed Wisniewski, Senior Civil Engineer, (530) 661-5975, ed.wisniewski@cityofwoodland.org

Fiscal Impact:

The approved Capital Budget includes \$2,400,000 in funding for the project, consisting of \$2,365,000 in Spring Lake Infrastructure – Roads funding (Fund 682) and \$35,000 in road development funding. The agreement specifies the assignment of responsibilities between the City and Caltrans. There are no additional financial obligations to Caltrans.

There is no impact on the General Fund.

Background:

The project consists of realigning the northbound SR-113 off-ramp at Gibson Road by removing the free right turn ramp and aligning the off-ramp movement to utilize the traffic signal. A new pedestrian crosswalk will be added on the east leg of the intersection and the existing traffic signal and lighting system will be modified for the changes at the intersection. Other project improvements include widening over the existing drainage ditch between SR 113 and Harry Lorenzo Avenue to construct a new curb & gutter, a 10-foot wide planter strip, a 10-foot wide multi-use pathway, and a 15-foot wide landscape buffer behind the new sidewalk. New pedestrian-scale street lights along Gibson Road are also included with the design.

The proposed project will provide operational benefits for all travel modes on the northbound SR-113 Off-Ramp at Gibson Road and provide improved pedestrian connectivity along the south side of Gibson Road. In addition, the Proposed Project will improve the level of service, eliminate projected back-ups onto Northbound SR-113, and reduce Vehicle Hours of Delay, Total Stops and Fuel Consumption / Emissions.

Discussion:

The majority of the project is located within the State of California right of way, and construction within the State's right of way will need to be completed under an encroachment permit. Caltrans also requires a Cooperative Work Agreement with the State to ensure the project meets Caltrans Project Delivery Quality Management Processes. The agreement will give Caltrans some additional oversight on certain project aspects and assign responsibility for each project component between the City and Caltrans. Execution of the agreement is required to move forward with aspects of the project that require Caltrans approval, including documents, traffic studies, encroachment permit, and authorization to proceed with construction on the State Right of Way.

Caltrans will delegate the CEQA responsibilities to the City as the Lead agency for the entire project while remaining the CEQA responsible agency. The project is exempt from detailed CEQA review pursuant to

Section 15301 of the CEQA Guidelines, and a Notice of Exemption has been filed with the County Recorder's office.

Staff anticipates finalizing the project design and bidding on the project in summer 2023 for a construction start date of fall 2023.

Conclusion:

Staff recommends that the Council adopt Resolution No. _____, approving the Cooperative Agreement with the State of California Department of Transportation (Caltrans) regarding interchange modifications at the SR-113 NB off-ramp at Gibson Road, and authorizing the City Manager to sign the Agreement on behalf of the City.

Prepared by: Ed Wisniewski, Senior Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Cooperative Agreement
3. Preliminary Project Layout

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A COOPERATIVE AGREEMENT WITH THE STATE
DEPARTMENT OF TRANSPORTATION (CALTRANS)**

WHEREAS, the Gibson Road at SR-113 Interchange Modification Project, CIP 19-13 is fully funded in the Capital Budget; and

WHEREAS, a majority of the proposed improvements will occur within Caltrans right-of-way, and

WHEREAS, the State requires a cooperative agreement between the State Department of Transportation and the City of Woodland to construct the project, and

WHEREAS, the City of Woodland wishes to approve the cooperative agreement with the State Department of Transportation.

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

Section 1. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

Section 2. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Please note:

1. CITY may only be designated CEQA lead agency with written approval of the District Director. It is the District's responsibility to obtain this approval before execution of the agreement.

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE REALIGNMENT OF THE STATE ROUTE 113 (SR113) NB OFFRAMP (PM R9.15/R9.24) TO ELIMINATE THE FREE RIGHT TURN ONTO EB GIBSON ROAD, THE ADDITION OF SIDEWALKS ON THE SOUTH SIDE OF GIBSON ROAD AND MODIFICATION OF THE INTERSECTION AT SR113 NB OFFRAMP TO INCLUDE A PEDESTRIAN CROSSWALK

Contact Information

CALTRANS

Christopher Ladeas, Project Manager

703 B Street

Marysville, CA 95901

Mobile Phone: (530) 701-1305

Email: christopher.ladeas@dot.ca.gov

CITY OF WOODLAND

Ed Wisniewski, Senior Civil Engineer

300 First Street

Woodland, CA 95696

Office Phone: (530) 661-5975

Mobile Phone: (559) 930-4400

Email: ed.wisniewski@cityofwoodland.org

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Woodland, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, the realignment of the State Route 113 (SR113) NB offramp (PM R9.15/R9.24) to eliminate the free right turn onto EB Gibson Road, the addition of sidewalks on the south side of Gibson Road and modification of the intersection at SR113 NB offramp to include a pedestrian crosswalk will be referred to hereinafter as PROJECT. The PROJECT scope of work is Design Engineering Evaluation Report.
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CITY is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

- CITY is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
19. CITY, including any employee, agent, consultant or sub-consultant retained by the CITY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-a11y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

20. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA Lead Agency

21. CITY is the CEQA Lead Agency for the PROJECT.
22. CALTRANS is a CEQA Responsible Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

23. CITY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to CITY's responsibilities in this AGREEMENT.
24. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
25. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

26. As the PA&ED IMPLEMENTING AGENCY, CITY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
27. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management

28. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

29. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
30. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
31. CALTRANS is a CEQA Responsible Agency for the PROJECT and is responsible for review, comment, and concurrence on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
32. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
33. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.
34. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
35. The CEQA Lead Agency will attend all CEQA-related public meetings.

36. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

37. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
38. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.15.10.xx Quality Management

39. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

40. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

41. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
42. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

43. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
44. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
45. CITY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
46. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
47. CITY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

CITY will conduct and document Condemnation Evaluation Meetings and Condemnation Panel Review Meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Evaluation Meetings and Condemnation Panel Review Meetings.

48. If CITY acquires any right-of-way to be incorporated into the State Highway System, CITY will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

49. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

CITY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

50. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
51. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
52. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

53. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

54. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

55. CALTRANS will not issue an encroachment permit to CITY for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
56. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
57. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.
58. CALTRANS will not issue an encroachment permit to CITY's construction contractor until CALTRANS accepts:
- The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
59. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.

60. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations CITY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
61. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
62. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
63. CITY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
64. CITY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. CITY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

65. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
- CALTRANS approves a request from CITY for relief from maintenance of the PROJECT or a portion thereof.

66. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

67. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Professional Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

68. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions**Standards**

69. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Stewardship Agreement
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Qualifications

70. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

71. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

72. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to CITY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
73. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

74. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

75. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

76. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

77. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

78. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
79. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

80. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

81. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

82. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

83. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
84. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
85. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
86. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
87. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

88. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

89. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

90. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
91. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
92. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

93. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

94. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

95. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

96. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

97. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
98. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

99. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
100. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

101. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

102. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

103. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

104. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

105. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

106. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DRAFT

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Greg Wong
Deputy District Director
D3 Program, Project and Asset Management

Verification of funds and authority:

District Project Control Officer

Certified as to financial terms and policies:

Nadine Karavan
HQ Accounting Supervisor

CITY OF WOODLAND

Name Tbd
Title TBD

Attest:

Name Tbd
Title TBD

Approved as to form and procedure:

Name Tbd
Title TBD

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0812 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0812 except survival articles. All survival articles in agreement 03-0812 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF WOODLAND

Deputy District Director

Title TBD

D3 Program, Project and Asset Management

Date: _____

Date: _____

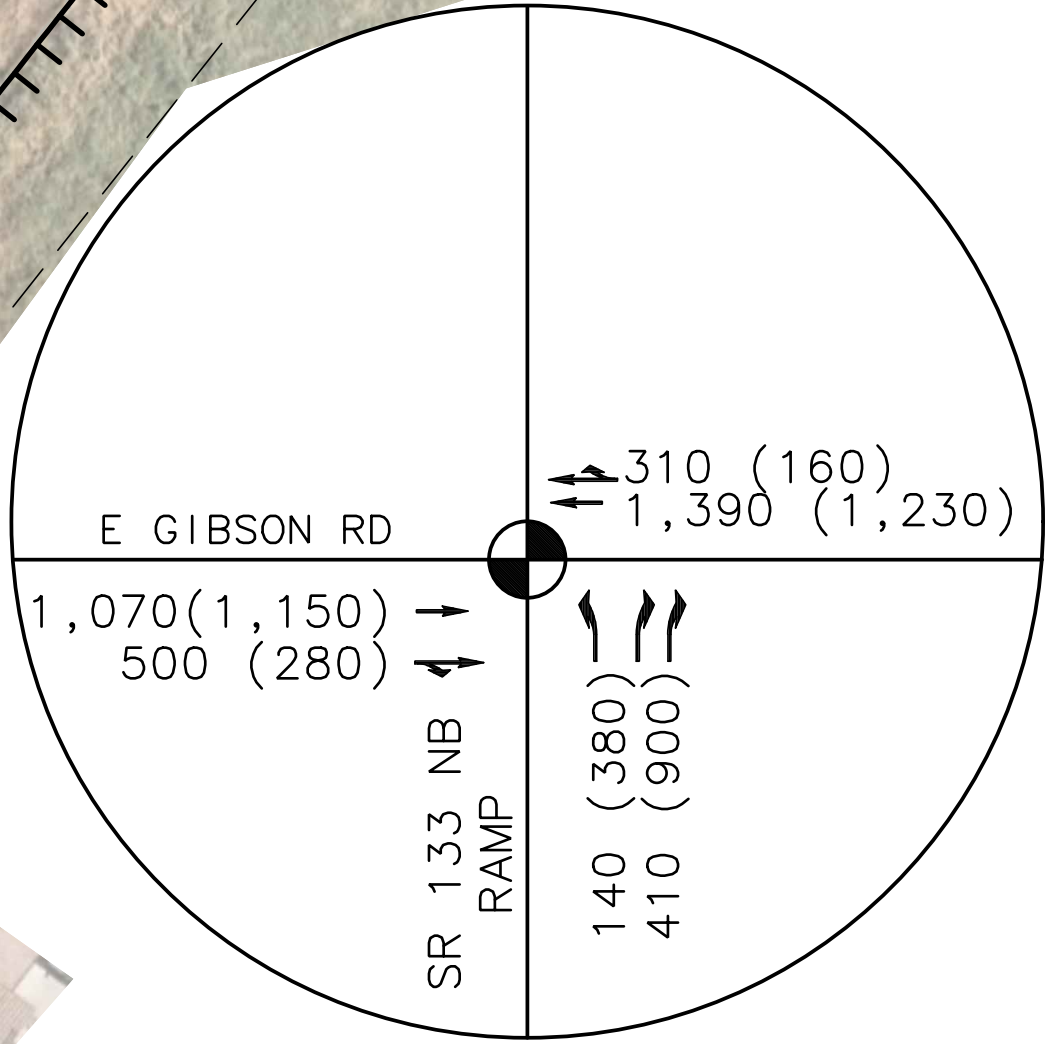
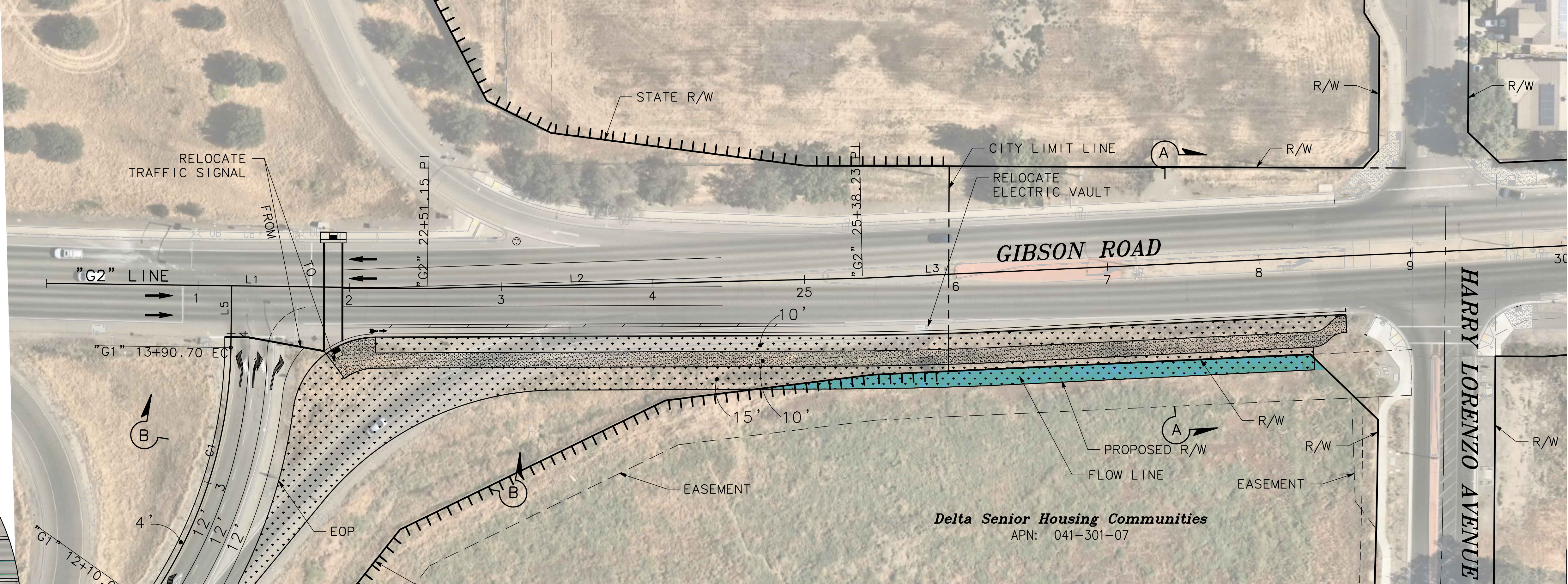
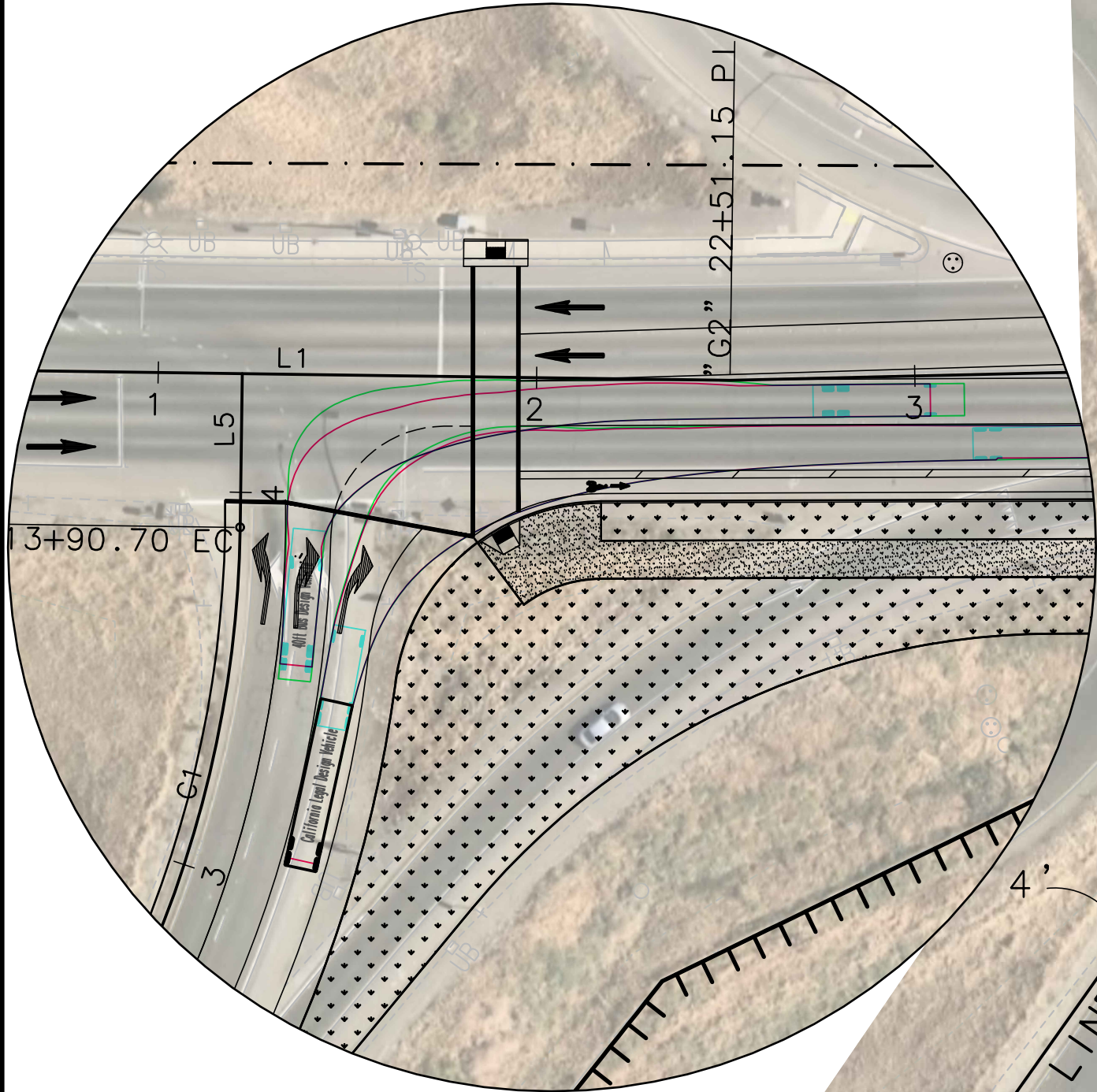
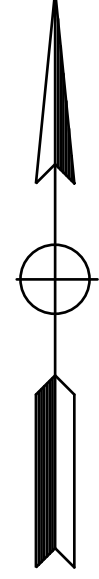
LEGEND/ ABBREVIATIONS

- LANDSCAPE
- PROPOSED WORK OUTSIDE OF RIGHT OF WAY
- LS

LANDSCAPE
- S/C

SAWCUT
- SAWCUT
- TT

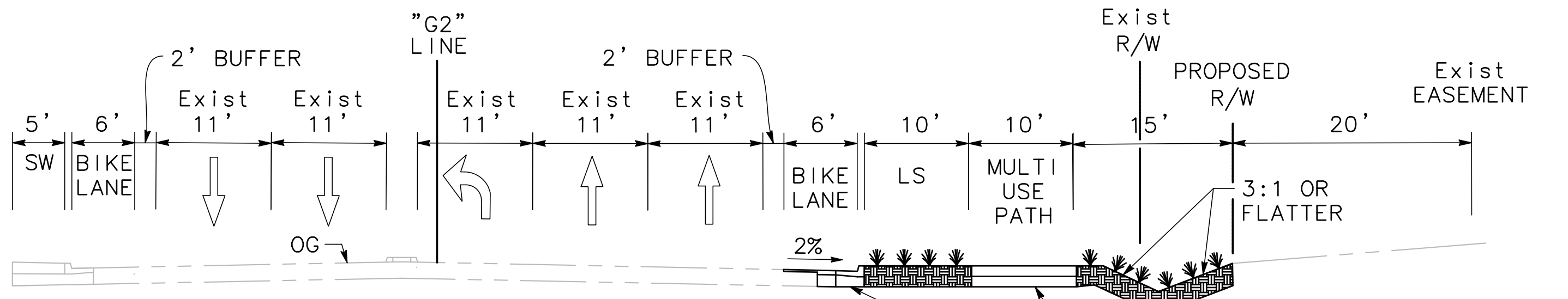
Exist STATE R/W
- Exist R/W



DESIGN YEAR 2042

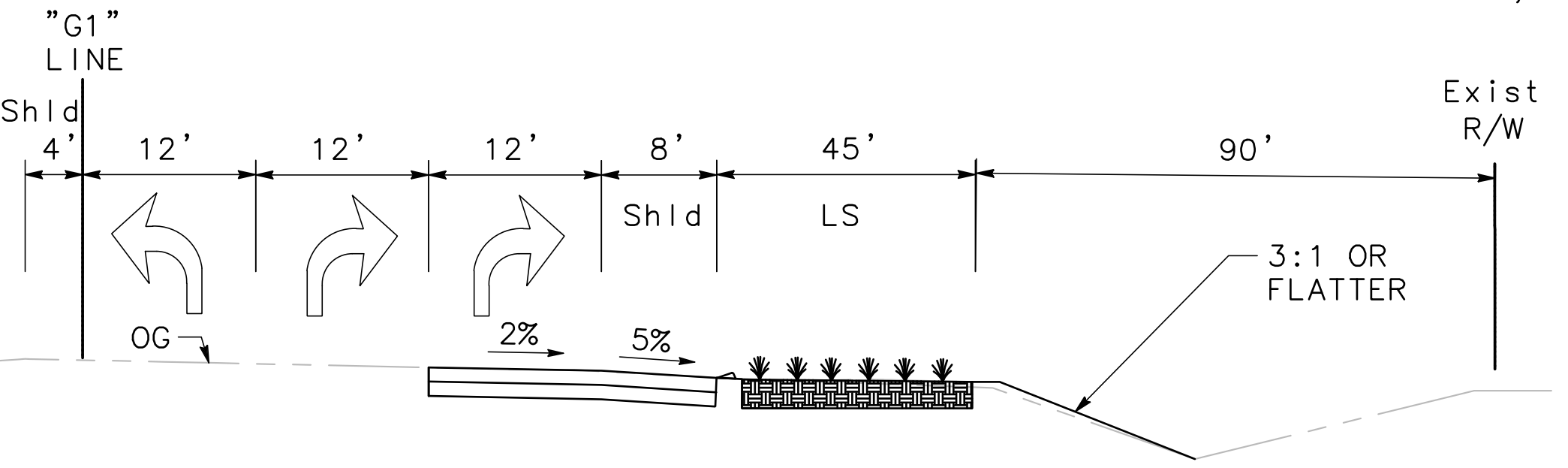
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	251.15'	S89°13'24"E
L2	287.09'	N88°39'19"E
L3	496.60'	N87°21'24"E
L4	210.04'	N35°16'49"E
L5	40.67'	N0°46'36"E

CURVE TABLE				
CURVE #	RADIUS	DELTA	TANGENT	LENGTH
C1	300.00'	34°30'13"	96.89'	180.66'



GIBSON ROAD

SECTION A-A
NO SCALE



NB SR113 OFF-RAMP

SECTION B-B
NO SCALE

SCALE: 1" = 40'

SR113/ GIBSON ROAD
GEOMETRIC APPROVAL DRAWING





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 17, 2023
ITEM #: F.8
SUBJECT: Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 Budget Adjustment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to: (1) Appropriate \$250,000 of additional Road Development Funds (Fund 582) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22: (2) approve an amendment to the Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with Foundation for Excellence at Woodland Christian Schools (“WCS”) in furtherance of the Pedestrian Overcrossing Project.

Staff Contact:

Sara Andreotti, Engineering Assistant, (530) 661-5951, sara.andreotti@cityofwoodland.org

Fiscal Impact:

The approved Capital Budget includes \$7,785,000 in funding for the Sports Park Drive Pedestrian Overcrossing project (POC) consisting of \$3,660,000 in funding identified from Capital Projects (Fund 501), \$1,450,000 in funding from Southeast Area Infrastructure funds (Fund 593), \$350,000 of Water Enterprise Fund (Fund 210) and \$2,325,000 from the Road Development Fund (Fund 582).

With the recommended action to appropriate \$250,000 of additional Road Development Funds (Fund 582), the total budget will increase to \$8,065,000. The Road Development Fund has sufficient available reserve balance to provide the requested project funding.

The project budget includes the costs for design, right of way, project management, construction management/inspection and construction.

Background:

The complete project consists of the design and construction of a bicycle/pedestrian crossing over State Route-113 along the alignment of Sports Park Drive to Farmers Central Road. This project, along with the planned Spring Lake development, will complete a bicycle/pedestrian connection along the south side of town from County Road 102 to East Street. This pathway is planned for an eventual extension from East Street to Ashley Avenue. This will enable residents to access the existing north/south bike lane corridors throughout the City. This project will provide bicycle/pedestrian access to the Community Center/Sports Park and to the growth areas on the east side of SR-113.

Council approved an agreement with Woodland Christian School on July 20, 2021 as part of the acquisition of land on the west side of SR 113. Because the POC bisects the WCS property, the agreement was more complicated than the typical property acquisition. The agreement included compensation for the land acquired (this was included as a separate acquisition agreement), compensation for items that were paid for when the property was transferred and reimbursement for improvements that WCS was to construct after the POC project was completed.

The City Council awarded the construction contract of the project on August 17, 2021 to Myers & Sons. Construction began on October 4, 2021. Project construction is expected to be complete in January 2023, with completion of the plant establishment period forecasted in April 2023. The overcrossing is planned

to be open for public use as early as the end of January with a formal celebration of its completion scheduled for later in the spring along with the completion of the Spring Lake Parks. As project construction is closer to final completion, staff will provide additional details as to the timing of the opening.

Discussion:

The project experienced extensive delays during the early months of construction, primarily due to weather. The initial foggy weather affected the soil conditions, which delayed the start of the construction work. This had a subsequent impact on the abutment settlement period and the overall schedule for project completion.

The construction contract and the construction management contracts are within currently approved amounts. However, the project has incurred additional costs associated with construction which were above the budgeted amount, including fees for PG&E connections, CHP traffic control and staff time for coordination of the delayed project and increased costs for the Woodland Christian School work associated with the project. All items that are not related to the WCS agreement add up to \$103,000.

The original agreement with Woodland Christian School stipulated that certain items of work would be constructed after completion of the Pedestrian Overcrossing Project. These improvements include the installation of a new driveway at the east leg of the Matmor Road/Sports Park Drive; a wrought-iron fence to be constructed around the abutment of the Pedestrian Overcrossing (which WCS will maintain); and a walkway beneath the Pedestrian Overcrossing that will connect the northern and southern portions of the WCS property. The agreement stated that these items would be constructed by WCS with reimbursement from the City. The agreement was written with the understanding that the POC project would be completed in the 2022 construction season and that WCS would be able to complete their improvements during the 2022 construction season. The agreement included a clause that allowed for the reimbursement to be adjusted if the WCS contract work was delayed beyond the 2022 calendar year. WCS has recently bid their three projects. City staff has reviewed their bids and determined that WCS is due additional reimbursement amounts. The additional reimbursement amount for the three projects is \$147,000. This amount is included in the attached amendment. Given the significant amount of inflationary adjustments in the construction industry during the last two years, staff finds that this increase in reimbursement is reasonable.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to: (2) Appropriate \$250,000 of additional Road Development Funds (Fund 582) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22: (2) approve an amendment to the Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with Foundation for Excellence at Woodland Christian Schools ("WCS") in furtherance of the Pedestrian Overcrossing Project.

Prepared by: Sara Andreotti, Engineering Assistant

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



Ken Hiatt
City Manager

Attachments:

1. Resolution 1-17-23
2. First Amendment to Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
APPROPRIATE FUNDS TO THE SPORTS PARK DRIVE PEDESTRIAN
OVERCROSSING PROJECT CIP 17-22 AND APPROVE AN AMENDMENT TO THE
AGREEMENT REGARDING RESPONSIBILITIES RELATED TO PEDESTRIAN
OVERCROSSING PROJECT AND EXCHANGE OF REAL PROPERTY WITH
FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN SCHOOLS**

WHEREAS, the Sports Park Pedestrian Overcrossing Project, CIP 17-22 is funded in the Capital Budget including \$3,660,000 of Capital Projects Fund 501 funding, \$1,450,000 of Gibson Ranch Infrastructure Fund 593 funding, \$350,000 of Water Enterprise Fund 210 funding and \$2,325,000 of Road Development Fund 582 for a total Project budget of \$7,785,000; and

WHEREAS, the City wishes to appropriate \$250,000 of Road Development Funds to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; and

WHEREAS, the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA), and the Project is to be exempt under CEQA Guidelines; and

WHEREAS, the City Council approved the plans and specifications and authorized bid advertisement on June 15, 2021; and

WHEREAS, the City Council, on August 17, 2021, awarded the construction contract to contract to Meyers and Sons Construction, LLC in the amount of \$5,172,305.95 and authorized a contingency up to 5% (\$258,615.30); and

WHEREAS, the Project experienced extensive delays during the early months of construction primarily due to weather increasing project costs; and

WHEREAS, the original Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with Foundation for Excellence at Woodland Christian Schools (“WCS”) was for \$413,000 and the City Council wishes to approve an amendment to this agreement for \$147,000 for a total agreement amount of \$560,000 and authorize its execution through the adoption of this Resolution; and

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

Section 1. The City Council hereby approves an appropriation in the amount \$250,000 of Road Development Funds to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22;

Section 2. Section 2. The City Council hereby approves the amendment with WCS and authorizes and directs the City Manager to execute the amendment in the amount of \$147,000 for

a total agreement amount of \$560,000. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 3. Copies of the Amendment are available and on file in the City Clerk's office, and are incorporated herein by reference and made part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular City Council meeting held on the 17th day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

FIRST AMENDMENT TO AGREEMENT REGARDING
RESPONSIBILITIES RELATED TO
PEDESTRIAN OVERCROSSING PROJECT
AND EXCHANGE OF REAL PROPERTY

This FIRST AMENDMENT TO AGREEMENT REGARDING RESPONSIBILITIES RELATED TO PEDESTRIAN OVERCROSSING PROJECT AND EXCHANGE OF REAL PROPERTY (“**First Amendment**”) is made and entered into as of January __ 2022, by and between the CITY OF WOODLAND, a California municipal corporation (“**City**”) and FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN SCHOOLS, a California nonprofit corporation (“**WCS**”). City and WCS are each respectively referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

A. On August 20, 2021, City and WCS entered into an Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property (the “**Original Agreement**”), pursuant to which City and WCS agreed to terms pursuant to which the Parties would exchange certain interests in real property and agree to terms pursuant to which the parties would fund and construct certain improvements associated with and adjacent to the bicycle/pedestrian crossing over SR-113 along the alignment of Sports Park Drive to Farmers Central Road which is in the process of being constructed by City (the “**Project**”).

B. The Original Agreement provides that WCS would complete certain work in areas adjacent to the Project, which work would be reimbursed by the City as part of the consideration for the work being completed and the property interests conveyed to the City in connection with the Project, which work was defined in the Original Agreement as the “Reimbursable Work”.

C. The Original Agreement included a not to exceed limit on the City’s reimbursement obligation for each component of the Reimbursable Work. The not to exceed amounts were based on cost estimates provided at the time the Original Agreement was entered into, which cost estimates were reviewed and approved by the City’s Engineering Department.

D. WCS has not been able to commence and complete the Reimbursable Work in accordance with the schedule that was anticipated at the time the Original Agreement was entered into, because delays experienced by the City in implementing and constructing the Project prevented WCS from commencing with the Reimbursable Work according to their anticipated timeline. Following entering into the Original Agreement and continuing to the present, there has been inflation and rises in construction costs that significantly increased the costs of the Reimbursable Work.

E. Section 4.F of the Original Agreement provides that if WCS is not able to complete the Reimbursable Work prior to the end of the 2022 calendar year due to delays on the part of the City and WCS provides documentation to the City demonstrating that the costs of completing the remaining Reimbursable Work after the end of the 2022 calendar year and within

the timeframes provided for in this Agreement will exceed the not to exceed amount for any portion of the Reimbursable Work, WCS may request and the City shall reasonably consider amendments to the Original Agreement to compensate WCS for costs actually incurred after the end of 2022 in completing the Reimbursable Work. WCS has provided the City with satisfactory evidence that the costs of the Reimbursable Work have exceeded not to exceed amounts for three components of the Reimbursable Work, primarily due to delays to commencement of the Reimbursable Work that occurred as a result of the City's Project.

F. As consideration for WCS's completion of the Reimbursable Work notwithstanding the delays, the City and WCS desires to amend the Original Agreement to increase the not to exceed amounts for certain components of the Reimbursable Work as set forth herein.

G. All capitalized terms that are used in this First Amendment but are not defined herein shall have the meaning as set forth in the Original Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and effective as of the date of recording of this First Amendment, City and WCS do hereby enter into this First Amendment as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.

2. Amendments to Section 3 of the Original Agreement.

2.1 Subparagraph A of Section 3 of the Original Agreement is hereby amended to change the not to exceed amount of Seventy-Two Thousand Dollars (\$72,000) that may be reimbursed for the WCS Walkway to a not to exceed amount of Seventy-Nine Thousand Dollars (\$79,000) that may be reimbursed to WCS for its work on the WCS Walkway. Except for the change to the not to exceed amount as set forth herein, Subparagraph A of Section 3 shall remain in full force and effect as set forth in the Original Agreement.

2.2 Subparagraph B of Section 3 of the Original Agreement is hereby amended to change the not to exceed amount of One Hundred One Thousand Dollars (\$101,000) that may be reimbursed for the project management, design and construction of the Driveway Improvements to a not to exceed amount of One Hundred Eighty Thousand Dollars (\$180,000) that may be reimbursed to WCS for its the project management, design and construction of the Driveway Improvements. Except for the change to the not to exceed amount as set forth herein, Subparagraph B of Section 3 shall remain in full force and effect as set forth in the Original Agreement.

2.3 Subparagraph D of Section 3 of the Original Agreement is hereby amended to change the not to exceed amount of Ninety Thousand Dollars (\$90,000) that may be reimbursed for the construction of the Fenced to a not to exceed amount of One Hundred Fifty-One Thousand (\$151,000) that may be reimbursed to WCS for the construction of the Fence. Except

for the change to the not to exceed amount as set forth herein, Subparagraph B of Section 3 shall remain in full force and effect as set forth in the Original Agreement.

3. Effect on Original Agreement. All terms and conditions of the Original Agreement that are not expressly and specifically modified by this First Amendment shall remain unmodified, in full force and effect and binding on the Parties. This First Amendment shall be enforceable and interpreted in accordance with a subject to all of the terms, provisions, conditions, covenants and agreements set forth in the Original Agreement, except as specifically and expressly modified in this First Amendment. On and after the date of this First Amendment, the term “Agreement” in the Original Agreement shall mean and refer to the Original Agreement as amended by this First Amendment.

5. Conflict. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Original Agreement, the terms and conditions of this First Amendment shall control.

6. Counterparts. This First Amendment may be signed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, City and WCS have executed this First Amendment as of the date first above written.

[Signatures on following pages]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO AGREEMENT REGARDING
RESPONSIBILITIES RELATED TO
PEDESTRIAN OVERCROSSING PROJECT
AND EXCHANGE OF REAL PROPERTY**

CITY:

CITY OF WOODLAND, a California municipal
corporation

Dated: _____

By: _____
Ken Hiatt
City Manager

ATTEST:

Ana B. Gonzalez
City Clerk

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO AGREEMENT REGARDING
RESPONSIBILITIES RELATED TO
PEDESTRIAN OVERCROSSING PROJECT
AND EXCHANGE OF REAL PROPERTY**

WCS:

Foundation for Excellence at Woodland Christian
Schools, a California nonprofit corporation

Dated: _____

By: _____
Mathew Hunt
Director of Operations



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 17, 2023
ITEM #: G.9
SUBJECT: Waste Management Annual Rate Adjustment

Recommendation for Action: Staff recommends that the City Council adopt 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 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, retroactively 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
<i>Waste disposal fee</i>	\$56.31/ton	\$61.06/ton	8.44%

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 \$1.79 per month (from \$36.62 to \$38.41 per month). Charges for commercial waste services will generally increase by about 5.2% 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 \$3-\$46 per load, with an average of 3.8% increase for all roll-off containers.

Staff has reviewed the updated and corrected 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. Rates will be retroactively applied effective January 1, 2023.

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 the coming months 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 adopt 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 Annual Rate Adjustment 2023 (1)
2. Woodland City of Rate Adj Eff 1-1-23 JNC 12-20-22 - Final
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 by the City Council of the City of Woodland at a regular meeting of the City Council held on the 10th day of January, 2023, 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	\$0.00	\$15.03
1-96 Gallon Toter	\$18.18	\$0.27	\$17.91	\$0.90	\$4.24	(\$0.04)	\$18.77	\$0.08	\$0.00	\$18.85
2-96 Gallon Toters	\$18.18	\$0.27	\$17.91	\$0.90	\$4.24	(\$0.04)	\$18.77	\$0.08	\$0.00	\$18.85
3-96 Gallon Toters	\$23.46	\$0.44	\$23.02	\$1.15	\$6.97	(\$0.07)	\$24.10	\$0.14	\$0.00	\$24.24
4-96 Gallon Toters	\$23.46	\$0.44	\$23.02	\$1.15	\$6.97	(\$0.07)	\$24.10	\$0.14	\$0.00	\$24.24
Each add'l toter after 4	\$5.40	\$0.17	\$5.23	\$0.26	\$2.77	(\$0.03)	\$5.46	\$0.06	\$0.00	\$5.52

*Green waste collection 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

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	\$0.00	\$28.63
2 x Week	\$55.70	\$1.49	\$54.21	\$2.71	\$23.81	(\$0.24)	\$56.68	\$0.48	\$0.00	\$57.16
3 x Week	\$83.60	\$2.24	\$81.36	\$4.07	\$35.74	(\$0.36)	\$85.07	\$0.71	\$0.00	\$85.78
4 x Week	\$111.49	\$2.99	\$108.50	\$5.43	\$47.66	(\$0.48)	\$113.45	\$0.95	\$0.00	\$114.40
5 x Week	\$139.36	\$3.74	\$135.62	\$6.78	\$59.58	(\$0.60)	\$141.80	\$1.19	\$0.00	\$142.99
Mixed Organics - 64 Gallon****										
1 x Week	\$39.50	\$1.37	\$38.13	\$1.91	\$21.79	(\$0.22)	\$39.82	\$0.44	\$0.00	\$40.26
2 x Week	\$79.01	\$2.74	\$76.27	\$3.81	\$43.58	(\$0.44)	\$79.64	\$0.87	\$0.00	\$80.51
3 x Week	\$118.49	\$4.10	\$114.39	\$5.72	\$65.36	(\$0.65)	\$119.46	\$1.31	\$0.00	\$120.77
4 x Week	\$158.00	\$5.47	\$152.53	\$7.63	\$87.16	(\$0.87)	\$159.29	\$1.74	\$0.00	\$161.03
5 x Week	\$197.50	\$6.84	\$190.66	\$9.53	\$108.94	(\$1.09)	\$199.10	\$2.18	\$0.00	\$201.28
2 Yard Mixed Organics Bin****										
1 x Week	\$191.31	\$2.37	\$188.94	\$9.45	\$37.75	(\$0.38)	\$198.01	\$0.76	\$0.00	\$198.77
2 x Week	\$327.26	\$4.74	\$322.52	\$16.13	\$75.52	(\$0.76)	\$337.89	\$1.51	\$0.00	\$339.40
3 x Week	\$464.68	\$7.00	\$457.68	\$22.88	\$111.59	(\$1.12)	\$479.44	\$2.23	\$0.00	\$481.67
3 Yard Mixed Organics Bin****										
1 x Week	\$263.57	\$3.56	\$260.01	\$13.00	\$56.64	(\$0.57)	\$272.44	\$1.13	\$0.00	\$273.57
2 x Week	\$464.54	\$7.11	\$457.43	\$22.87	\$113.29	(\$1.13)	\$479.17	\$2.27	\$0.00	\$481.44
3 x Week	\$667.69	\$10.51	\$657.18	\$32.86	\$167.47	(\$1.67)	\$688.37	\$3.35	\$0.00	\$691.72

*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.

****Organics services for commercial accounts do not include green waste street pile pickups.

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%	A
		7/1/2022 1/1/2023	
MSW Disposal Increase	-2.24%	8.44%	B1, B5
Green Waste Disposal Increase	-1.00%		B2
Mixed Food Increase	-1.00%		B3
C&D Disposal Increase	-2.65%		B4
MSW Disposal Capture	2.76%		C1
Green Waste Disposal Capture	4.00%		C2
Mixed Food Disposal Capture	4.00%		C3
C&D Disposal Capture	2.35%		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+I	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	\$0.00	\$302.92
25 Yards - Includes 2.5 tons	\$372.95	\$13.60	\$359.35	\$17.97	\$150.40	(\$1.50)	\$375.82	\$3.01	\$0.00	\$378.83
30 Yards - Includes 3 tons	\$447.16	\$16.32	\$430.84	\$21.54	\$180.49	(\$1.80)	\$450.58	\$3.61	\$0.00	\$454.19
40 Yards - Includes 4 tons	\$596.24	\$21.76	\$574.48	\$28.72	\$240.64	(\$2.41)	\$600.79	\$4.81	\$0.00	\$605.60
50 Yards - Includes 5 tons	\$728.67	\$27.19	\$701.48	\$35.07	\$300.80	(\$3.01)	\$733.54	\$6.02	\$0.00	\$739.56
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	\$0.00	\$318.25
25 Yards - Includes 2.5 tons	\$392.52	\$15.07	\$377.45	\$18.87	\$166.74	(\$1.67)	\$394.65	\$3.33	\$0.00	\$397.98
30 Yards - Includes 3 tons	\$470.65	\$18.09	\$452.56	\$22.63	\$200.08	(\$2.00)	\$473.19	\$4.00	\$0.00	\$477.19
40 Yards - Includes 4 tons	\$627.55	\$24.12	\$603.43	\$30.17	\$266.77	(\$2.67)	\$630.93	\$5.34	\$0.00	\$636.27
50 Yards - Includes 5 tons	\$767.86	\$30.15	\$737.71	\$36.89	\$333.49	(\$3.33)	\$771.27	\$6.67	\$0.00	\$777.94
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	\$0.00	\$336.98
25 Yards - Includes 2.5 tons	\$417.55	\$14.05	\$403.50	\$20.18	\$152.71	(\$4.04)	\$419.64	\$1.80	\$0.00	\$421.44
30 Yards - Includes 3 tons	\$500.67	\$16.86	\$483.81	\$24.19	\$183.25	(\$4.85)	\$503.15	\$2.16	\$0.00	\$505.31
40 Yards - Includes 4 tons	\$667.61	\$22.49	\$645.12	\$32.26	\$244.34	(\$6.47)	\$670.91	\$2.87	\$0.00	\$673.78
50 Yards - Includes 5 tons	\$817.87	\$28.10	\$789.77	\$39.49	\$305.39	(\$8.08)	\$821.18	\$3.59	\$0.00	\$824.77
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
Internet Hyperlink to Indices: 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

S:\IWM\Operations\Waste Agreements (Special Pricing)\City Agreements\CPI Adjustments\2022 rate increase notification\City of Woodland rate adjustment notification oct 2022.docx

**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 existing 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 additional 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: January 17, 2023
ITEM #: G.10
SUBJECT: Equity Action Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, adopting the City's Equity Action Plan and authorize staff to implement and monitor the plan, update Council and the community on the City's progress, and revise the plan as necessary.

Staff Contact:

Spencer Bowen, Communication & Strategic Policies Manager | spencer.bowen@cityofwoodland.org

Fiscal Impact:

Any costs associated with adoption and execution of the Equity Action Plan will be covered by existing FY 2022-2023 budgets. Should further investments be needed, they will be considered as part of the FY 2023-2024 budget process.

Background:

City Council's "Destination 2023" Priority Goals state that Woodland will improve the quality of life for residents by "preserving and enhancing Woodland as an inclusive community that is an exceptional place to live, learn, work, play, and engage for current and future generations." Within that broad goal, Council members have continually emphasized that Woodland should prioritize diversity, equity, and inclusion both within our workplace and in the public services we provide.

To analyze the City's efforts, including a needs assessment and set of policy recommendations, the City recently partnered with a team of UC Berkeley public policy graduate students. These students performed an analysis between January and May 2022 and presented their findings in June 2022. After their presentation, Council members unanimously voted to create an ad-hoc subcommittee on Diversity, Equity, and Inclusion (DEI) to develop next steps.

City Council subsequently directed staff and the DEI subcommittee to create an Equity Action Plan at the August 16, 2022 meeting.

Discussion:

The Equity Action Plan will guide the City through the difficult but necessary work of turning a calendar year of preparation and research into tangible change for our community. The DEI subcommittee developed a plan that addresses both internal and external diversity, equity, and inclusion goals. As detailed in the attachment, the plan includes the following broad results to be achieved through its actions:

Internal Work:

- Result #1: City staff, leadership, and elected officials understand and are committed to equity

External Work:

- Result #2: Woodland residents are well-served and feel included by City programs and outreach

- **Result #3:** The City of Woodland governs in a way that prioritizes equitable opportunity, justice, and safety

The plan uses a results-based accountability framework as recommended by the students' report, the Government Alliance on Race and Equity (GARE), and the subcommittee members. This plan template provides structure to help the City understand progress in various areas, which changes will strengthen our ability to advance equity, what actions will bring about those changes, and how the City will remain accountable to the plan.

For example, within the result related to City staff, leadership, and elected officials, the Equity Action Plan identifies:

- **Indicators** such as disaggregated staff data
- **Outcomes** such as "The City of Woodland increases community representation and all forms of diversity in its workforce"
- **Actions** such as launching a Civic Fellowship program
- Accompanying **accountability measures** for each action that clarify who will lead the effort, by when it should be completed, how it will be reported, and what measures will determine success.

In addition to the work of the City's ad-hoc DEI subcommittee, the plan was informed by input and engagement from community stakeholders and internal bargaining unit representatives. Subcommittee members engaged in a range of thoughtful, substantive, and productive conversations that helped shape the plan under consideration this evening.

Should Council approve the recommendation, staff will include the Equity Action Plan's reporting and governance structure as an item for further discussion at the forthcoming strategic planning retreat.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, adopting the City's Equity Action Plan and authorize staff to execute and monitor the plan, update Council and the community on the City's progress, and revise the plan as necessary.



Ken Hiatt
City Manager

Attachments:

1. Equity Action Plan 01.17.23
2. Resolution Adopting Equity Action Plan 01.17.23

Equity Definition: Just and fair inclusion into a community where all Woodlanders can participate, prosper, and reach their full potential.

INTERNAL WORK				
RESULT #1: City staff, leadership, and elected officials understand and are committed to equity				
COMMUNITY INDICATORS - Internal staff data - Disaggregated by job type, department, race, and identity - Comparison to community at large - Average salaries - Historic trends - New hire trends - Staff survey / audit data (including an analysis of how representative the sample is) - Disaggregated - Proposed categories, included but not limited to (modeled after similar audits): - Workplace “climate” - Workforce development, advancement, promotions, benefits, and policies - Leadership - Discrimination and Harassment - DEI within the City - Demographics of respondents (for analysis and representation)			OUTCOMES - The City of Woodland is a model employer that advances equity - The City of Woodland increases community representation and all forms of diversity in its workforce	
ACTIONS	DATE	PERFORMANCE MEASURES	ACCOUNTABILITY	PROGRESS NOTES
Establish a regularly-meeting Citywide DEI committee	End of 2023	- Representation from every City Department - Four or more annual meetings	E4 Office City Manager	(Place for various notes as we report on efforts)
Expand internal data efforts	End of 2023	Establish processes to collect the internal data needed for the above community indicators	E4 Office HR Office Administrative Services	
Launch internal staff survey / audit	End of 2023	- Inaugural staff survey launched - Participation (raw number and %) on the staff survey	E4 Office HR Office IT Office	
Analyze survey and internal data results, prepare report	Early 2024	Will include many measures; for example, “Percent of employees that think their leaders use an equity	E4 Office IT Office Administrative Services	

		lens” or “Percent of employees who sometimes or often feel excluded or not welcome in the workplace” ○ Will be impacted by what topics we decide to ask about		
Staff Develops Department-Level Equity Action Plan Template	March 2023	○ Plan template exists ○ Includes sections that correspond to all of the key goals of any department-level plan (spread across all three plan results)	E4 Office City Manager	
Each Department Develops an Equity Action Plan – <i>hiring, promotion, and retention facet</i>	End of 2023	○ Plan exists ○ Plan specifies strategies to recruit, hire, retain, and promote staff in populations of interest ○ Plan specifies how to partner with HR to track this data	E4 Office Department Heads	
Prioritize multilingual staff hiring and training	Ongoing	○ Percent of annual new hires who are multilingual ○ Percent of annual new hires multilingual in something other than Spanish	HR Department	
Launch Youth Civic Fellowship program	Summer 2023	○ Number of students participating ○ Number of fellows who go into public service (annual) ○ Percent of fellows (all time) who go into public service ○ Quantity of promotion through trusted community groups	E4 Office Department Heads as needed CSD; Summer at City Hall	
Collaborate with other public agencies on equity initiatives	Ongoing	○ Establishment of at least one collaborative equity effort per year with entities like WJUSD, County of Yolo, etc.	City Manager E4 Office	

EXTERNAL WORK				
RESULT #2: Woodland residents are well-served and feel included by City programs and outreach				
COMMUNITY INDICATORS - City program data: “Who do we serve?” <i>Disaggregated</i> - Comparison to community at large - Where clients come from geographically - Including: how we are identifying and investing in underserved areas - Historic trends “New users” / uptake - Possible departments to include: - CSD youth and senior programs - Library programs - Permit data, such as business licenses - Ratepayer assistance program - Woodland voting and democratic participation data <i>Disaggregated as possible</i> - Historic trends - Comparison to peer / local jurisdictions - Community sentiments on equity, inclusion, and belonging <i>Disaggregated as possible</i> - Needs to be high quality, statistically significant data			OUTCOMES - City programs and engagement reach our entire community - The City increases the proportion of historically marginalized and/or vulnerable groups that benefit from City programs	
ACTIONS	DATE	PERFORMANCE MEASURES	ACCOUNTABILITY	NOTES
Expand culturally-inclusive recognitions, celebrations, initiatives, and special events	End of 2024	Quantity of culturally-inclusive events / initiatives increases by 50% or more from 2022 baseline	E4 Office Special Events Committee Economic Development	
Expand programmatic data efforts	End of 2023	Establish program-by-program processes to collect the data needed for the above indicators	E4 Office Department Heads (as applicable)	
Launch “community sentiments” survey / scientific panel	Beginning of 2024	A statistically-reliable effort has been launched, promoted, and analyzed	E4 Office	

Build inclusive strategies within Communications and Engagement plan, including:	Ongoing	○ Include the below topics in a regularly-updated Communications and Engagement plan document	E4 Office	
Increase language accessibility	2023	○ Audit of external communications items for a representative period of time finds at least one third in Spanish ○ First external communication in other languages, such as Cantonese	E4 Office	
Expand “meet people where they are” strategies (without overburdening community groups)	End of 2024	○ City repeats important outreach across mediums including in-person events, publications, social media, email listservs, and webpage in at least 50% of external communications ○ Identify at least 10 key cultural organizations and develop personal relationships	E4 Office City Clerk Permitting Public Works / Roads Contractors	
Each Department Develops an Equity Action Plan – <i>program accessibility and outreach facet</i>	End of 2023	○ Plan exists ○ Plan specifies strategies to grow participation and outreach among traditionally underrepresented groups ○ Plan specifies how to track this data	E4 Office Department Heads	
RESULT #3: The City of Woodland governs in a way that prioritizes equitable opportunity, justice, and safety				
COMMUNITY INDICATORS • Population-level descriptive data ○ <i>Disaggregated as possible</i> ○ Historic trends ○ Topics to include: ▪ Unemployment ▪ Business ownership ▪ Household income ▪ Rent burden ▪ Home ownership rates ▪ Public safety incident and stop data			OUTCOMES • Increase the quantity of local government policies, structures, and processes that are designed with an equity lens • City leaders make choices that center and elevate the most vulnerable populations	

▪ Civic participation ▪ Graduation, educational attainment, and literacy ▪ Health indicators, including insurance and food access				
ACTIONS	DATE	PERFORMANCE MEASURES	ACCOUNTABILITY	NOTES
Expand and improve youth recreational facilities and programs	End of 2024	○ Make significant improvements, launch new, or expand 10 significant youth-facing non-WJUSD facilities ○ +__ child care slots in Woodland ○ Complete 1,000 youth Microtransit rides in 2023	E4 Office CSD Nonprofit partners	Note: explore additional lighting options for nighttime recreation
Expand and improve senior recreational facilities and programs	End of 2024	○ Add 5 new Spanish-language senior-oriented programs ○ Complete 1,000 senior Microtransit rides in 2023	E4 Office CSD YoloTD Nonprofit partners	
Continue to expand alternatives to traditional police response	End of 2025	○ +__% proportion of calls for service handled with a co-responder ○ A measure on efficacy of Crisis Now (will need further thought when program actually takes shape)	E4 Office Yolo County Sheriff Woodland PD	
Prioritize affordable housing production	End of 2024	○ Increase affordable housing supply from 1,659 to 1,800 or more, adding to a current stock of: ○ 131 units for extremely low income ○ 527 units for very low income households ○ 1,001 units for low income households ○ Fill 90%+ PSH units at East Beamer Neighborhood Campus	E4 Office City Planning Housing Analyst Developers and nonprofit partners	
Develop resources to assist low-income renters	End of 2023	○ Development of legal and financial guides in collaboration with Yolo Housing ○ Direct staff to prepare a staff report on various City-level policy options related to rent relief	E4 Office CSD and Housing Analyst City Attorney	

Consider equity when collaborating on public-private partnerships	Ongoing	Existence of at least one equity-informed request, agreement, data point, etc. in all MOUs or similar with groups that provide quasi-public services (i.e. Boys and Girls Club)	E4 Office City Attorney City Manager	
Regularly report on City's Equity progress and request feedback	Annually beginning in January 2024	- DEI subcommittee staff develops options for regular community engagement for "external" accountability to our goals - DEI subcommittee Council members select an option for inaugural initiative - DEI subcommittee and staff produce or host at least one initiative annually	E4 Office	
Each Department develops an Equity Action Plan – <i>equity lens policymaking facet</i>	End of 2023	- Plan exists - Specifies how equity and the "curb cut effect" will be incorporated into decision making processes - Specifies how equity, disadvantaged communities, and more will be prioritized when applying for grants and completing reports	Department Heads E4 Office	

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ADOPTING THE CITY'S EQUITY ACTION PLAN**

WHEREAS, Woodland celebrates its rich, diverse, and vibrant heritage; and

WHEREAS, the City recognizes its key role in achieving an inclusive and just Woodland for both its staff and the broader community; and

WHEREAS, the City Council of the City of Woodland has demonstrated its commitment advancing Diversity, Equity, and Inclusion (DEI) by authorizing a graduate student report in Spring 2022, establishing an ad-hoc DEI subcommittee in Summer 2022, and directing the subcommittee to develop an Equity Action Plan; and

WHEREAS, the Equity Action Plan reflects input and engagement from internal and external stakeholders and will help the City pursue just and fair inclusion into a community where all Woodlanders can participate, prosper, and reach their full potential.

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council adopts the City's Equity Action Plan attached here and authorizes staff to execute and monitor the plan, update Council and the community on the City's progress, and revise the plan as necessary.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 17th day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk