



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

December 5, 2023
6:00 PM

CITY COUNCIL

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

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. CEREMONIAL PRESENTATION - SWEARING-IN OF MAYOR**
- E. 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.gov. 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 communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

F. 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.

G. CONSENT CALENDAR

3. SUBJECT: City Council Meeting Minutes of November 7, 2023 and November 21, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of November 7, 2023 and November 21, 2023 .

4. SUBJECT: Sustainability Advisory Committee Minutes from October 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's October meeting.

5. SUBJECT: Approval of a Settlement Agreement and Release by and among the City, TL Revival, LP and Sacramento Housing Alliance

RECOMMENDATION FOR ACTION: Staff recommends that City Council approve a Settlement Agreement and Release by and among the City, TL Revival, LP and Sacramento Housing Alliance in the form enclosed with this Staff Report, and direct the City Manager to execute such Settlement Agreement and Release on behalf of the City.

6. SUBJECT: Waste Management Annual Rate Adjustment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, to 1) receive the Waste Management 2024 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2024 rate adjustments approved.

7. SUBJECT: 2022 Assistance to Firefighters Grant (AFG) Award Acceptance and Appropriation

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

1. Accept the 2022 Assistance to Firefighters Grant (AFG) Award for battery powered extrication tools and related equipment; and
2. Appropriate \$136,043 to Fund 1330 to fund the initial expenditure.

8. SUBJECT: Appropriation of Funds for Clean Air Funds Grant Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$9,900 to Fund 365 for the Clean Air Funds Grant for fiscal year 2023/24.

9. SUBJECT: Sprouts Farmers Market Offsite Improvement Project, Contract Amendment

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

services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$53,002.00 for a total agreement amount of \$173,594.00 and authorize the City Manager to execute the amendment.

10. SUBJECT: Staybridge Suites Offsite Improvement Project, Contract Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$58,419.50 for a total agreement amount of \$194,409.50 and authorize the City Manager to execute the amendment.

11. SUBJECT: Approval of Landscape Maintenance 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 Landscape Maintenance Agreement with the State of California Department of Transportation (Caltrans) regarding interchange modifications at the SR-113 NB off-ramp at Gibson Road, CIP 19-13, and authorizing the Mayor and City Manager to sign the Agreement on behalf of the City.

H. REPORTS OF THE CITY MANAGER

12. SUBJECT: Fire Department Strategic Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Woodland Fire Department's 2023-2028 Strategic Plan.

I. 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, November 30, 2023 was posted on Friday, December 1, 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: December 5, 2023
ITEM #: E.1
SUBJECT: SUBJECT: General Public Comments

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Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: F.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

CITY COUNCIL LONG RANGE CALENDAR

December 19TH

REGULAR MEETING

Consent Calendar

Certificate of Appreciation – Cindy Norris
Approve Plans and Authorization to Bid – County Road 25 Gap Project
Award construction contract CIP 17-07 Spring Lake Recycled Water Project
Accept CIP 20-06 YBWL Culvert Replacement Project as complete
Accept CIP 24-07 South Canal Storm Ditch Project as complete
Accept CIP 22-04 2023 Water Main Replacement Project as complete
Approve plans and specs and authorize bidding, CIP 23-02 2024 Water Main Replacement Project
AB 1600 Annual Report

Regular Calendar

Comprehensive Zoning Update and Summary of Feedback Received
Annual Reports - Measures F, J and R
City Council Meeting Schedule for 2024
City Council Committees Assignments for 2024

CITY HALL HOLIDAY CLOSURE – December 25, 2023 thru January 1, 2024

January (Meetings Dates TBD)

Fire Department Midyear Report
Police Department Midyear Report
Police Department 2024-26 Strategic Plan
Equity Action Plan Annual Report

Future Topics / Study Sessions:

FY23/24 Mid Year Budget (February)
Retail Cannabis License Agreements (TBD)
Sports Park User Agreements (TBD)
Rule 20A Undergrounding (TBD)
Comprehensive Zoning Adoption (Spring 2024)

Updated 11/30/2023



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.3
SUBJECT: SUBJECT: City Council Meeting Minutes of
November 7, 2023 and November 21, 2023

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of November 7, 2023 and November 21, 2023.

Staff Contact:

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

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

Ken Hiatt
City Manager

Attachments:

1. 11.07.23 Minutes_DRAFT
2. 11.21.23 Minutes_DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, November 7, 2023

6:00 PM

City Council

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Sec. 54956.9)
Name of Case: *In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18- mn-2873; Case No. 2:23-cv-03147 (D.S.C)*

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:01 PM.

D. ROLL CALL

All Council Members present.

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

Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Armando Fernandez.

F. LAND ACKNOWLEDGEMENT

Land Acknowledgement read by Mayor Vicky Fernandez.

G. 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.

Alfred Lopez spoke regarding the Armfield area.

2. SUBJECT: General Public Comments

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Comments received from Sally Oliver, Betsy Spaulding, Alix Despard and Cathy Mullanix regarding Item No. 9.

H. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

3. SUBJECT: Long Range Calendar

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

I. CONSENT CALENDAR

4. SUBJECT: Family Court Awareness Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation honoring Family Court Awareness Month.

Adopted a proclamation honoring Family Court Awareness Month. No one was available to accept the proclamation. Mayor Vicky Fernandez read the proclamation and would be presenting it at a later date to those that requested it.

5. SUBJECT: City Council Meeting Minutes of October 3, 2023 and October 17, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of October 3, 2023 and October 17, 2023 .

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of October 3, 2023 and October 17, 2023 .

6. SUBJECT: Sustainability Advisory Committee Meeting Minutes of September 20, 2023

Recommendation for Action: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's September 20, 2023 meeting.

Received minutes from the Sustainability Advisory Committee's September 20, 2023 meeting.

7. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter ending September 30, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending September 30, 2023.

Accepted the quarterly Treasurer's Investment Report for the quarter ending September 30, 2023.

8. SUBJECT: Revised Quarterly Salary Schedule effective October 1, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the revised Salary Schedule effective October 1, 2023.

Approved the revised Salary Schedule effective October 1, 2023.

9. SUBJECT: Ballot Argument Concerning Measure M - Funding and Construction of the Lower Cache Creek Flood Risk Management Project on the March 5, 2024 Ballot

RECOMMENDATION FOR ACTION: Staff recommends That the City Council establish a council subcommittee and appoint Mayor Pro Tempore Garcia Cadena and Councilmember Stallard as committee members to a prepare the ballot argument for Measure M concerning the Lower Cache Creek Flood Risk Management Project on the March 5, 2024.

City Council established a council subcommittee and appointed Mayor Pro Tempore Garcia-Cadena and Council Member Stallard as committee members to prepare the ballot argument for Measure M concerning the Lower Cache Creek Flood Risk Management Project on March 5, 2024.

10. SUBJECT: Contract Amendment for Construction Management and Inspection Services for Improvements Associated with Prudler Phase 1 and Phase 2 Subdivision Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with UNICO Engineering Consultants, Inc. in the amount of \$340,000 and authorize the City Manager to execute the amendment.

Adopted RESOLUTION NO. 8169, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN AMENDMENT WITH UNICO ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PRUDLER PHASE 1 AND PHASE 2 SUBDIVISION PROJECT.

11. SUBJECT: Approve Plans and Specification, and Authorize Bid Advertisement for the Spring Lake Recycled Water Project, CIP #17-07.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, approving the project plans and specifications, and authorizing bid advertisement for the Spring Lake Recycled Water Project, CIP 17-07.

Adopted RESOLUTION NO. 8170, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE SPRING LAKE RECYCLED WATER PROJECT, CIP 17-07.

12. SUBJECT: Lower Cache Creek Flood Risk Reduction Project, CIP 22-16; Approve Consultant Amendment #1 with ICF for Consulting Services.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to authorize the consultant services amendment #1 with ICF for the Lower Cache Creek Flood Risk Reduction Project for an amount up to \$128,740.

Adopted RESOLUTION NO. 8171, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONSULTANT AMENDMENT #1 WITH ICF FOR ENVIRONMENTAL CONSULTING SERVICES.

On a motion by Council Member Lansburgh, seconded by Council Member Vega and carried unanimously on a 5-0 vote, Council Members approved Consent Calendar Items No. 4 through 12.

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

J. PUBLIC HEARINGS

13. SUBJECT: City Annexation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council hold a Public Hearing and take the following actions regarding the annexation of 764 acres into the City of Woodland:

1. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 1) Establishing Zoning Designations (Prezoning) for the Northeast Industrial, Pirmi, Barnard, Westucky, and Sports Park Annexation Areas and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Annexation Areas
2. Adopt Resolution No. _____ (Attachment 2), authorizing the City Manager to file an application with LAFCo initiating Annexation of Approximately 764 acres into the City of Woodland pursuant to the Cortese-Knox-Hertzberg Act (CKH) in compliance with the adopted Sphere of Influence and Urban Limit Line
3. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 5) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and California Compass Logistics Center, LLC
4. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 7) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Knaggs Commercial Properties Company, L.P.
5. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 9) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Kilkenny-Marks Investors, LLC
6. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 11) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC

7. Adopt Resolution No. _____ (Attachment 13) Approving the Subordination Agreement by and between the City of Woodland and California Compass Logistics Center, LLC and Arena Investors, LP

On a motion by Council Member Stallard, seconded by Mayor Pro Tempore Garcia-Cadena and carried unanimously on a 5-0 vote, Council Members waived the First Reading and Introduced Ordinance No. _____ (Attachment 1) Establishing Zoning Designations (Rezoning) for the Northeast Industrial, Pirmi, Barnard, Westucky, and Sports Park Annexation Areas and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Annexation Areas; adopted RESOLUTION NO. 8172, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING THE YOLO LOCAL AGENCY FORMATION COMMISSION PROCESS AN ANNEXATION APPLICATION FOR THE BARNARD, WESTUCKY, PIRMI, SPORTS PARK, AND NORTHEAST INDUSTRIAL ANNEXATION AREAS PURSUANT TO THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000 AND AUTHORIZE AND DIRECT THE CITY MANAGER TO FILE AN ANNEXATION APPLICATION WITH THE YOLO LOCAL AGENCY FORMATION COMMISSION - BARNARD APN: 027-430-001, 002, 003, 004, 005 - WESTUCKY APN: 027-081-002, 003, 004, 005, 006, 007, 012, 013, 014, 015, 016 027-082-001, 002, 012, 014, 015, 016, 019, 022, 023, 024, and 027-440-014 PIRMI APN: 027-340-005, 008, 010, 020, 022, 027, 033, 034, 035, 037, 038 - SPORTS PARK APN: 041-080-002 - NORTHEAST INDUSTRIAL APN: 027-210-007; 027-350-001; 027-350-051; 027-360-042, -043, -044, -045; 027-370-008, -009, -019, -029, -034, -035; waived the First Reading and Introduced Ordinance No. _____ (Attachment 5) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and California Compass Logistics Center, LLC; Waived the First Reading and Introduced Ordinance No. _____ (Attachment 7) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Knaggs Commercial Properties Company, L.P.; Waived the First Reading and Introduced Ordinance No. _____ (Attachment 9) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Kilkenny-Marks Investors, LLC; Waived the First Reading and Introduced Ordinance No. _____ (Attachment 11) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC; and adopted RESOLUTION NO. 8173, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING AND DIRECTING THE CITY TO ENTER INTO A SUBORDINATION AGREEMENT BY AND AMONG THE CITY, CALIFORNIA COMPASS LOGISTICS CENTER, LLC AND ARENA LIMITED SPV, LLC.

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

K. REPORTS OF THE CITY MANAGER

14. SUBJECT: Parks and Recreation Facility Naming

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving revisions to the policy for naming parks and recreation facilities in Woodland.

On a motion by Council Member Stallard, seconded by Council Member Vega and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8174, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A REVISED PARKS AND RECREATION FACILITIES NAMING POLICY.

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

L. ADJOURN

Meeting adjourned at 7:09 PM in memory of Marci Neilson Criste and all the victims in the shooting that took place last week in Lewiston, Maine.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, November 21, 2023

6:00 PM

City Council

CITY COUNCIL

CLOSED SESSION

5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Sec. 54956.9(b) (one case)

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:01 PM.

D. ROLL CALL

All Council Members present.

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

Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Ciara Faith Fernandez Smith and her mom Cristina Smith.

F. LAND ACKNOWLEDGEMENT

Land Acknowledgement read by Mayor Vicky Fernandez.

G. COMMUNICATIONS - PUBLIC COMMENT

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2. SUBJECT: General Public Comments

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Emails received from James Vorhees regarding Pop up taquerias and Jennifer Carter regarding serving the community.

H. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

3. SUBJECT: Long Range Calendar

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

I. CONSENT CALENDAR

4. SUBJECT: Native American Heritage Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation recognizing the month of November as Native American Heritage Month.

Adopted a Proclamation recognizing the month of November as Native American Heritage Month. Representatives were not available to accept. Yocha Dehe Wintun Nation submitted a statement acknowledging the proclamation. Mayor Vicky Fernandez read the proclamation and the statement

5. SUBJECT: 2023 Small Business Saturday Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim Saturday, November 25, 2023 as "Small Business Saturday" in Woodland

Proclaimed Saturday, November 25, 2023 as "Small Business Saturday" in Woodland. Council Member Vega presented the proclamation to Woodland Chamber of Commerce staff member Spencer Langan.

6. SUBJECT: Naming of City Park in Prudler Subdivision as "Bopama Park"

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ approving the name of "Bopama Park" for the neighborhood park in the Prudler subdivision.

Adopted RESOLUTION NO. 8175, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE NAME OF BOPAMA PARK FOR THE NEW NEIGHBORHOOD PARK IN THE PRUDLER SUBDIVISION.

7. SUBJECT: Crawford Park Court Reconstruction Project - Approve Plans and Specifications and Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the Crawford Park Court Reconstruction Project and authorize bid advertisement.

Adopted RESOLUTION NO. 8176, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS FOR THE CRAWFORD PARK COURT RECONSTRUCTION PROJECT AND AUTHORIZING BID ADVERTISEMENT.

8. SUBJECT: Approval of Job Descriptions, Authorized Full-Time Equivalent Position Adjustments and Revised Salary Schedule

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Approving New and Amended Job Descriptions and Approving Changes to the Authorized Full Time Equivalent Positions for Fiscal Year 2023/24, and approve the revised salary schedule.

Adopted RESOLUTION NO. 8177, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING NEW AND AMENDED JOB DESCRIPTIONS AND APPROVING CHANGES TO AUTHORIZED FULL TIME EQUIVALENT POSITIONS FOR FISCAL YEAR 2023/24.

9. SUBJECT: Side Letter of Agreement - Woodland City Employees' Association

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Side Letter of Agreement to amend the Memorandum of Understanding with the Woodland City Employees' Association.

Approved the Side Letter of Agreement to amend the Memorandum of Understanding with the Woodland City Employees' Association.

10. SUBJECT: Fiscal Year 2023/24 First Quarter Budget Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the status of the City's budget through September 30, 2023, as well as preliminary results for fiscal year 2022/23.

Received an update on the status of the City's budget through September 30, 2023, as well as preliminary results for fiscal year 2022/23.

11. SUBJECT: Authorization of Additional Purchase Authority for Magnesium Hydroxide for the Water Pollution Control Facility

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to increase the Water Pollution Control Facility's purchase of magnesium hydroxide from Hill Brothers Chemical Company by \$60,000 to a total of \$314,000 for fiscal year 2023/24.

Adopted RESOLUTION NO. 8178, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZE ADDITIONAL PURCHASE AUTHORITY OF MAGNESIUM HYDROXIDE FOR THE WATER POLLUTION CONTROL FACILITY.

12. SUBJECT: CityWorks License Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into a five

year agreement for the purchase of CityWorks software licenses in the amount of \$377,018.88.

Adopted RESOLUTION NO. 8179, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE ENTERING INTO THE CITYWORKS LICENSE AGREEMENT.

13. SUBJECT: City Annexation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a second reading and adopt the following ordinances:

1. Ordinance No. _____, Establishing Zoning Designations (Prezoning) for the Northeast Industrial, Pirmi, Barnard, Westucky, and Sports Park Annexation Areas and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Annexation Areas
2. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and California Compass Logistics Center, LLC
3. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Knaggs Commercial Properties Company, L.P.
4. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Kilkenny-Marks Investors, LLC
5. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC

Adopted ORDINANCE No. 1715, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING PREZONING FOR THE BARNARD, WESTUCKY, PIRMI, SPORTS PARK, AND NORTHEAST INDUSTRIAL ANNEXATION AREAS - BARNARD APN: 027-430-001, 002, 003, 004, 005 - WESTUCKY APN: 027-081-002, 003, 004, 005, 006, 007, 012, 013, 014, 015, 016 027-082-001, 002, 012, 014, 015, 016, 019, 022, 023, 024, AND 027-440-014 - PIRMI APN: 027-340-005, 008, 010, 020, 022, 027, 033, 034, 035, 037, 038 - SPORTS PARK APN: 041-080-002 - NORTHEAST Industrial APN: 027-210-007; 027-350-001; 027-350-051; 027-360-042, -043, -044, -045; 027-370-008, -009, -019, -029, -034, -035; ORDINANCE No. 1716, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND CALIFORNIA COMPASS LOGISTICS CENTER, LLC FOR THE NORTHEAST ANNEXATION AREA APN: 027-210-036; ORDINANCE No. 1717, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND KNAGGS COMMERCIAL PROPERTIES COMPANY, L.P. FOR THE NORTHEAST ANNEXATION AREA APN: 027-370-034; ORDINANCE NO. 1718, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND KILKENNY-MARKS INVESTORS, LLC FOR THE NORTHEAST ANNEXATION AREA APN: 027-350-051; and ORDINANCE NO. 1719, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND NETAJ, LLC FOR THE NORTHEAST ANNEXATION AREA APN: 027-350-001.

14. SUBJECT: California Compass Logistics Center, LLC, Land Dedication Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Approving the Land Dedication Agreement by and between the City of Woodland and California Compass Logistics Center, LLC .

On a motion by Council Member Stallard, seconded by Council Member Vega and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION No. 8180, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING AND DIRECTING THE CITY TO ENTER INTO A LAND DEDICATION AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND CALIFORNIA COMPASS, LLC.

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

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

J. PUBLIC HEARINGS

15. SUBJECT: Fee for use of City-Owned Electric Vehicle Chargers

RECOMMENDATION FOR ACTION: Staff recommends that the City Council hold a public hearing and adopt Resolution No. _____, setting fees for use of City-owned Electric Vehicle Chargers.

On a motion by Council Member Vega, seconded by Mayor Pro Tempore Garcia-Cadena and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8181 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND SETTING FEES FOR USE OF CITY-OWNED ELECTRIC VEHICLE CHARGERS.

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

K. REPORTS OF THE CITY MANAGER

16. SUBJECT: Rotation of Mayor and Mayor Pro Tempore

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the following year, effective at the first meeting in December 2023.

On a motion by Mayor Vicky Fernandez, seconded by Council Member Stallard and carried on a 5-0 vote, Council Members designated Mayor Pro Tempore Garcia-Cadena to serve as Mayor and Council Member Rich Lansburgh to serve as Mayor Pro Tempore for the upcoming year, effective at the first meeting on December 2023.

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

L. ADJOURN

Meeting adjourned at 6:45 PM in memory of Former First Lady Rosalynn Carter and Maria Juarez Cruz.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.4
SUBJECT: Sustainability Advisory Committee Minutes from October 2023

Recommendation for Action: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's October meeting.

Staff Contact:

Amanda Portier | (530) 661-5920, amanda.portier@cityofwoodland.org

Discussion:

Please find the Committee's October 2023 minutes attached. Highlights from the meeting include:

- A presentation on the new BeeLine point-to-point public transit service from Yolo Transportation District
- A presentation on the City's Comprehensive Zoning Code update from City staff
- A continued discussion on the Committee's outreach and engagement initiatives

Conclusion:

Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's October meeting.



Ken Hiatt
City Manager

Attachments:

1. Approved SAC Meeting Minutes 10.18.23



Sustainability Advisory Committee Meeting Minutes
October 18, 2023

A. CALL TO ORDER

Meeting called to order at 6:03 PM.

B. ROLL CALL

Present: (6) Peterson, Serena, Whitaker, Grandia, Ullrey, Green

Absent: (4)

Robert moves to move item G3 up in the agenda. Whitaker seconds. Passes unanimously.

RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee receive a presentation on the new BeeLine point-to-point public transit service.

Daisy Romero, Acting Director of Transit Operations at Yolo Transportation District (YoloTD): BeeLine is YoloTD's rideshare on-demand service to book point to point trips within Woodland. There are other service zones in Yolo, but focusing on Woodland for the presentation today. You requests rides on the app by selecting stops which are at existing YoloTD transit stops and other areas. Regular fare is \$3.00, reduced fare for seniors, disabled individuals, and youth is \$1.50. Service hours are M-Th 7 AM – 7 PM, Fri 7 AM – 11 PM, Sat 9 AM – 11 PM, Sun 8 AM – 7 PM.

YoloTD is having a travel training at the Community & Senior Center at 10 AM.

C. PUBLIC COMMENTS

This is an opportunity for the public to comment on items not on the agenda. Comments may be presented in person or emailed to SACmeetings@cityofwoodland.org and limited to three (3) minutes when read aloud.

Alan Hirsch: CalTrans whistleblower has accused CalTrans of violating environmental law during the I-80 widening project. I-80 emissions make up 10% of the City of Sacramento emissions. Arguing tonight that SAC needs to put the topic on their agenda. Adding the one lane is 13% of Woodland's carbon footprint. CalTrans has been accused of starting project illegally with money from another project and is focusing on smaller projects rather than larger system-wide projects. CalTrans has been accused of underrepresenting their impact. Asking SAC to put the topic on the agenda, look at CalTrans' environmental impacts, and urge City Council to take action.

Spencer mentions the 3-minute public comment time limit, recommends putting this item on the agenda to keep discussing, and mentions that he has Alan's contact information for further questions.

D. MEMBER REPORTS

This is an opportunity for members of the Committee to report on relevant activities or topics related to the Committee's charge.

Ullrey: Been working with the CA Native Plant Society of Yolo Colusa County, working on setting up the chapter and starting outreach for using native plants. Notes that Cal EPA is still approving testing of EV vans and may have first approval this year. Cache Creek is hosting a cultural burn on November 8th that is open to the public.

Serena: Shoutouts Yolo Sol, a new collective to lift up the knowledge around the historical native plants in the area – website recently launched. Yearlong project surrounding teachings on the Wintun Nation native plants and conservation efforts. Some projects include storytelling about the area's history at the Cache Creek Conservancy and an event on November 4th "Acorn Traditions" at International House Davis.

Peterson: Working on creating a usable bibliography on bike trails and bike systems.

E. STAFF REPORTS

Spencer: City received tool to create an updated GHG inventory, consultant has a couple leftover hours to add some useful additions to the tool. Court Street bike safety enhancements are on hold because YoloTD is in the process of studying future transit hub locations. YoloTD wants to move transit hub from County Fair Mall closer to downtown and amenities. Council would like to wait on Court Street improvements to see where YoloTD decides to move the hub so that the projects do not clash.

F. MINUTES

RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee approve its September 2023 meeting minutes.

Ullrey moves to approve the minutes, Peterson seconds. Passes unanimously (Whitaker abstains).

G. PRESENTATIONS

RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee receive a presentation on the City's Comprehensive Zoning Code update.

Spencer: Zoning code is a way to implement the General Plan. Woodland's General Plan was adopted in 2017. Been operating with zoning code, general plan, and downtown plan, but goal is to consolidate and streamline the Zoning Code. Zoning code has existed for 100 years and has

been periodically updated, but a comprehensive update is rare. The current zoning code is outdated and difficult for community members, developers, and staff to work through the code, making it difficult to push projects forward. Current code does not fully address the entitlement review requirements and requires our planners to work inefficiently by cross referencing multiple documents. Current zoning documents lack graphics demonstrating what the plan says. Many new state requirements that zoning code is not up-to-date on, particularly surrounding housing. Updated zoning code maintains the community's character (ex. historic buildings) while still developing new housing, responds to economic realities and trends, focuses on housing production, incorporates the currently separate downtown plan into the overall document, adheres to current state-wide mandates, is user-friendly to everyone (staff, community members, developers, etc.), and complies with the CEQA. Highlights #4: "Allowing our guidelines to be predictable for developers and our staff creates efficiencies that lead to the type of well-located developments that we want to see: long corridors near resources, public transit, and bike lines." Notes that zoning cannot guarantee what type of tenants will comply with the zoning. The General Plan is our land use policy, but zoning is a way to implement that. Reviews map that shows zoning code changes. It is a public draft meant for feedback, draft will be refined before going to City Council for approval.

Planning staff requests feedback by November 1st.

RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee receive a presentation on the new BeeLine point-to-point public transit service.

Moved earlier in the meeting.

H. BUSINESS ITEMS

RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee continue its outreach and engagement discussion.

Discussion topics: website landing page, enticing folks who aren't "tuned in," public display of metrics, bill insert opportunity

Committee agrees that this topic should be put on the agenda for future meetings to discuss possible formal recommendation to Council. Outreach and Engagement Subcommittee will meet prior to prepare a draft motion for City Council.

I. WORK GROUP UPDATES

J. LONG RANGE CALENDAR

RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee receive the Long Range Calendar for informational purposes only.

K. ADJOURN – 7:47 PM



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.5
SUBJECT: Approval of a Settlement Agreement and Release by and among the City, TL Revival, LP and Sacramento Housing Alliance

Recommendation for Action: Staff recommends that City Council approve a Settlement Agreement and Release by and among the City, TL Revival, LP and Sacramento Housing Alliance in the form enclosed with this Staff Report, and direct the City Manager to execute such Settlement Agreement and Release on behalf of the City.

Staff Contact:

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

Fiscal Impact:

If the Settlement Agreement is approved, the City will receive an additional \$154,000 in affordable housing in lieu fees, which shall be used to facilitate the development of affordable housing in the City.

Background:

On October 20, 2020, the City and TL Revival's predecessor in interest TL Partners X L.P. entered into an Amended and Restated Development Agreement for residential development of certain property in the Spring Lake Specific Plan Area referred to as Beeghly Ranch Lot D and Lot G. In that Amended and Restated Development Agreement, the City and TL Revival's predecessor in interest agreed to develop and sell seventeen R-15 low-income single family dwelling units as part of the Project. TL Revival, which assumed responsibility for the development, sold three of the affordable units, but was not successful in selling the other fourteen required units, and approached the City with a request to amend the Amended and Restated Development Agreement to allow TL Revival to pay affordable housing in-lieu fees in place of constructing and selling the remaining fourteen units.

The City processed a proposed First Amendment to the Amended and Restated Development Agreement to allow TL Revival to pay affordable housing in-lieu fees of \$39,000 per affordable unit for the remaining fourteen affordable units, for a total of \$546,000 in affordable housing in-lieu fees. Sacramento Housing Alliance objected to the proposed First Amendment before the Planning Commission and the City Council, arguing that the in-lieu fees of \$39,000 per affordable unit violated the Spring Lake Specific Plan and the City's Housing Element. On September 5, 2023, the City adopted Ordinance No. 1706, which approved the First Amendment. After the approval of the First Amendment, Sacramento Housing Alliance continued to object to the First Amendment, and reserved their right to pursue litigation to challenge the approval of the First Amendment. However, they did state that they were willing to meet with the City to work on resolving the dispute.

Since that time, representatives for the City, TL Revival and Sacramento Housing Alliance have met multiple times to seek a resolution to this dispute. The parties have come to a proposed resolution, reflected in the proposed Settlement and Release Agreement.

Discussion:

Under the terms of the Settlement Agreement, TL Revival will pay an additional \$154,000 in affordable housing in-lieu fees to the City within 30 days of execution of the Agreement by all parties. This would be an additional \$11,000 per affordable unit, meaning that TL Revival will pay \$50,000 per affordable unit, for

a total affordable housing in-lieu fee payment of \$700,000 for the development. The full amount of affordable housing in-lieu fees paid will be deposited into the Housing Trust Fund of the City.

Within ten days of execution of the Agreement, TL Revival and the City will provide documentation to SHA demonstrating that the initial three residential units were sold to low income households. The City will also agree that in the event that the City amends the Spring Lake Specific Plan and/or the Spring Lake Affordable Housing Plan to amend the methodology for determining affordable housing in-lieu fees to be paid by developers within the Spring Lake Specific Plan area, the City will require that affordable housing fees be set at a minimum payment of \$50,000 per required affordable unit, with annual adjustments for inflation.

Finally, the City will prepare an annual report on the implementation of the City's inclusionary housing requirements, including the number of affordable housing units constructed and the amount of affordable housing in-lieu fees collected by project and specific plan area, if applicable, and shall report on the City's strategies addressing affordable housing from any and all specific plans, including specific information about in-lieu fees collected and the affordability and regulatory controls on any on-site affordable units constructed. A copy of each of these reports shall be provided to Sacramento Housing Alliance each year.

Conclusion:

Staff recommends that City Council approve a Settlement Agreement and Release by and among the City, TL Revival, LP and Sacramento Housing Alliance in the form enclosed with this Staff Report, and direct the City Manager to execute such Settlement Agreement and Release on behalf of the City.



Ken Hiatt
City Manager

Attachments:

1. Settlement and Release Agreement

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and among the City of Woodland, a California municipal corporation (the “City”), TL Revival, LP, a California limited partnership (“TL Revival”) and Sacramento Housing Alliance, a California nonprofit public benefit corporation (“SHA”). The City, TL Revival and SHA are sometimes referred to individually as “Party” and collectively as the “Parties” in this Agreement.

RECITALS

A. On October 20, 2020, the City and TL Revival’s predecessor in interest TL Partners X L.P. entered into that certain Amended and Restated Development Agreement No. 20-02 (the “Amended and Restated DA”), for the residential development of certain property located in the City of Woodland known as Beeghly Ranch Lot D and Lot G, which property is located within the City’s Spring Lake Specific Plan area (the “Project”).

B. Pursuant to the terms of the Amended and Restated Development Agreement, City and TL Revival’s predecessor in interest agreed to develop and sell seventeen (17) R-15 low-income single-family dwelling units (“Affordable Units”) as part of the Project.

C. On September 5, 2023, the City Council for the City adopted Ordinance No. 1706, which approved the First Amendment to the Amended and Restated DA (the “First Amendment”). The First Amendment amended TL Revival’s affordable housing obligation to provide that three (3) of the Affordable Units would be sold as low-income single family dwelling units, and TL Revival would pay fees in lieu of constructing the remaining 14 Affordable Units at an amount of \$39,000 per Affordable Unit, totaling \$546,000 to be paid in a lump sum no later than 30 days after the second reading of the ordinance approving the First Amendment. TL Revival has since made that payment of \$546,000 in accordance with the First Amendment.

D. SHA submitted written comments on the First Amendment to the Planning Commission and City Council, arguing that the proposed affordable housing in-lieu fee included in the First Amendment for the remaining 14 Affordable Units violated the requirements of the Spring Lake Specific Plan, the Spring Lake Affordable Housing Plan and the City’s adopted Housing Element. The City and TL Revival disagree with the contentions made in SHA’s correspondence with the City regarding the First Amendment.

E. The City, TL Revival and SHA desire to resolve any and all claims and disputes between them relating to the First Amendment on the terms and conditions set forth herein.

F. In consideration of the foregoing recitals and mutual covenants and warranties set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the terms of this Agreement.

AGREEMENT

1. Recitals. The foregoing Recitals are incorporated into and are a part of this Agreement.

2. TL Revival and City Obligations. As a full and final settlement of any and all claims or potential claims of SHA against TL Revival and the City arising out of, or in any way relating to, the First Amendment, TL Revival and the City agree to the following:

(a) TL Revival Obligations.

(i) Additional Affordable Housing In-Lieu Fees To Be Paid. TL Revival shall pay to the City additional affordable housing in-lieu fees for each of the remaining fourteen (14) Affordable Units in an amount of \$11,000 per Affordable Unit, resulting in a total affordable housing fee of \$50,000 per Affordable Unit in lieu of constructing each of the remaining fourteen (14) Affordable Units. The additional \$154,000 in affordable housing in-lieu fees shall be paid in a lump sum payment within 30 days from the execution of this Agreement by all Parties.

(b) TL Revival and City Joint Obligations.

(i) Documentation of Sale of Three Affordable Units. Within ten (10) days of execution of this Agreement, TL Revival and City shall provide to SHA documentation demonstrating that three (3) residential units within the Project were sold to low-income households in accordance with the terms of the Amended and Restated Development Agreement.

(c) City Obligations.

(i) Deposit all Affordable Housing In-Lieu Fees into Housing Trust Fund. City shall have deposited all Affordable Housing Fees received from TL Revival (\$700,000) into the Housing Trust Fund within two business days of receipt from TL Revival of the \$154,000 of Additional Housing in-Lieu Fees.

(ii) Amendments to Affordable Housing In-Lieu Fees. City agrees that in the event that the City amends the Spring Lake Specific Plan and/or the Spring Lake Affordable Housing Plan to amend the methodology for determining affordable housing in-lieu fees to be paid by developers within the Spring Lake Specific Plan area, the City will require that affordable housing fees be set at a minimum payment of \$50,000 per required affordable unit, with annual adjustments for inflation.

(iii) Reporting on Inclusionary Housing Implementation. On an annual basis, the City shall provide reports on the implementation of the City's inclusionary housing requirements, including the number of affordable housing units constructed and the amount of affordable housing in-lieu fees collected by project and specific plan area, if applicable. A copy of each report shall be sent to the Sacramento Housing Alliance.

(iv) Reporting on Affordable Housing Plans. On an annual basis concurrently with submission of the City's Annual Progress Report sent to the Department of Housing and Community Development regarding the City's Housing Element, the City shall report on its strategies addressing affordable housing from any and all specific plans, including specific information about in lieu fees collected and the affordability and regulatory controls on any on-site affordable units constructed. A copy of each report shall be sent to the Sacramento Housing Alliance.

3. SHA Obligations. In further consideration of this Agreement and in recognition of the benefits to be derived therefrom, and except for enforcement of this Agreement, SHA agrees to the following:

(a) Covenant Not to Oppose or Sue. SHA acknowledges that so long as the Agreement is fulfilled according to the terms, SHA, for itself, its current and future agents, successors, assigns, designees, officers, managers, partners, directors, attorneys, agents, consultants and employees shall not oppose initiate, commence, or participate in any appeals or in any litigation against the City or TL Revival relating to the approval of the First Amendment..

4. Mutual Releases. Contingent upon the full completion of the terms of this Agreement, to the maximum extent provided by law, each Party hereby fully and forever releases the other party from any claims, debts, or obligations arising from the First Amendment. Each Party acknowledges it has had the opportunity to receive independent legal advice with respect to the advisability of making this Agreement and with respect to the meaning of California Civil Code Section 1542, and that they are freely and voluntarily entering in this Agreement and understand this Agreement in its entirety.

(a) Contingent upon the full completion of the terms of this Agreement, it is the intention of the Parties that the mutual release entered into as part of this Agreement shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities and demands of any character, nature and kind, known or unknown, suspected or unsuspected, related to the First Amendment to be so barred; in furtherance of which intention the Parties expressly waive any and all right and benefit conferred upon them by the provisions of Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(b) The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties expressly agree that the release provision herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands and causes of action hereinabove specified. The Parties specifically agree to assume the risk of the subsequent discovery or understanding of any matter, fact or law which if now known or understood would in any respect have affected this Agreement.

Subject to the foregoing, the Parties specifically acknowledge that this Agreement and the release contained herein relates solely to the First Amendment, and not to any other dispute that has arisen or may arise in the future between the Parties.

5. Necessary Acts. Each Party shall perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

6. Denial of Liability. The Parties agree and mutually acknowledge that this Agreement is for settlement purposes only. TL Revival and City have denied, and continue to deny, any wrongdoing in connection with the First Amendment. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute any admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties, or any admission by and of the Parties of any claim or allegations made in any action against such party. This Agreement is entered into to avoid the attorneys' fees, costs, expenses and risks associated with litigation of potential claims and defenses, including, without limitation, the released claims.

7. Enforcement of Agreement. No action for breach of this Agreement shall be brought or maintained until: (a) the non-breaching Party provides written notice to the breaching Party which explains with particularity the nature of the claimed breach, and (b) within ten (10) days after mailing of said notice, the breaching Party fails to cure the claimed breach or, in the case of a claimed breach which cannot be reasonably remedied within a ten (10) day period, the breaching Party fails to commence to cure the claimed breach within such ten (10) day period, and thereafter diligently complete the activities reasonably necessary to remedy the claimed breach. In the event of any future dispute solely regarding City's compliance with its obligations herein, City shall not assert as a defense any failure to exercise or exhaust any administrative remedies in connection with the Amendments.

8. Attorney Fees and Costs. In any litigation by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, in addition to any other relief to which the prevailing party may be entitled, the prevailing party shall be entitled to recover its reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

9. Notices. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall either be (i) delivered in writing by certified or registered first class mail, postage prepaid, deposited in the United States mail, and properly addressed to the Party at its address set forth below, or at any other address that such Party may designate by written notice to the other Party (ii) delivered in writing and to the address(es) below via personal delivery or via a recognized overnight delivery service with tracking and confirmation of delivery; (iii) for purposes of enforcement of this Agreement consistent with paragraph 7 herein, via electronic mail and telephone call to the electronic mail address(es) and phone number of counsel for the Parties below:

To the City:

City of Woodland
Attn: Ken Hiatt
300 First Street
Woodland, CA 95695

With copy to:

Best Best & Krieger LLP
Attn.: Ethan Walsh
500 Capitol Mall, Suite 1700

Sacramento, CA 95814
916-551-2825
ethan.walsh@bbklaw.com

To TL Revival:

TL Revival, LP
c/o Tim Lewis Communities
3500 Douglas Boulevard, Suite 270
Roseville, CA 95661

With copy to:

Buchalter, A Professional Corporation
Attn.: Alicia Guerra
425 Market Street, Suite 2900
San Francisco, CA 94105
425-227-3508
aguerra@buchalter.com

To SHA:

Jonathan Cook, Executive Director
P.O. Box 1708
Sacramento, CA 95812
916-455-4900
sha@sachousingalliance.org

With copy to:

Legal Services of Northern California Attn:
Alysa Meyer
619 North Street
Woodland, CA 95695
530-207-4235
ameyer@lsnc.net

10. No Third Party Beneficiaries. The Parties acknowledge that there are no express or implied third party beneficiaries to this Agreement. No person or entity not a signatory hereto shall have any rights or causes of action against any Party hereto as a result of that Party's performance or nonperformance of any obligation hereunder.

11. Authority To Sign. Each Party represents and warrants that it has the full right and power to enter into this Agreement and to execute and bind the Party on whose behalf it/he/she is signing to the releases and other provisions contained herein, and further agrees to the extent it is in breach of its warranties to defend and indemnify each other Party in the event any claim is made which is contrary to the representations and warranties contained herein.

12. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties; there are no warranties, representations or other agreements

between the Parties except as expressly set forth herein. No amendment hereto is binding unless set forth in a writing stating that it is intended to amend this agreement, executed by the Party to be bound thereby.

13. Counterparts. This Agreement may be executed in counterparts and, as so executed, will constitute one agreement binding on all Parties. Executed copies sent by facsimile or email will have the same force and effect as original signatures.

14. Severability. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void or voidable, the remaining provisions of this Agreement will remain in full force and effect.

15. Survivability of Covenants. All representations and agreements set forth in this Agreement shall be deemed continuing and shall survive the execution date of this Agreement.

16. No Waiver. The failure to insist on any one occasion upon strict compliance with any of the covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of any rights or powers hereunder at any other time or times.

17. No Interpretation Against Drafter; Advice Of Counsel. This Agreement is to be construed fairly and not in favor of or against any Party regardless of which Party or Parties drafted or participated in the drafting of its terms.

18. Choice of Law and Enforcement. This Agreement and any dispute hereunder is to be governed by the laws of the State of California. In addition to any other means for enforcement provided in law or equity, this Agreement may be enforced pursuant to Code of Civil Procedure Section 664.6 before the Superior Court of California in Yolo County.

19. Each Party to Bear Own Costs and Fees. Except as may be otherwise provided herein, each Party hereto must bear its own costs and fees associated with the actions being settled hereby.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date which appears next to the corresponding signature.

I have read the foregoing Settlement Agreement & Release, understand it, and I accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences and to be bound by its terms.

Dated: _____, 2023

CITY OF WOODLAND

By: _____
Ken Hiatt
City Manager

Dated: _____, 2023

OWNER:
TL REVIVAL LP, a California limited partnership
By: TL MANAGEMENT Inc., a California
corporation
Its: General Partner

Name: _____
JAY TIMOTHY LEWIS
Its: President

Dated: _____, 2023

SACRAMENTO HOUSING ALLIANCE

By: _____
Jonathan Cook, Executive Director

APPROVED AS TO FORM:

Dated:

BEST BEST & KRIEGER LLP

By: _____
Ethan Walsh
City Attorney for the
City of Woodland



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.6
SUBJECT: Waste Management Annual Rate Adjustment

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to 1) receive the Waste Management 2024 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2024 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 \$50,000-\$70,000 in franchise fees in calendar year 2024.

Background:

Waste Management provides collection and disposal of trash, recyclables, 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.

According to the franchise agreement, provided that adequate supporting information has been submitted by the company, any requested CPI adjustment and landfill pass-through increases shall be deemed approved and shall take effect on the following January 1, and the City Council shall not deny a requested disposal fee adjustment unless it finds that Waste Management has not provided adequate supporting information.

Discussion:

In accordance with the terms of the franchise agreement, Waste Management has submitted a request to implement an annual adjustment to its customer rates, effective January 1, 2024. The

2024 rate request includes a 3.67% CPI increase for the 12-month period ending August 2023 and the following increases for each commodity:

Annual Adjustment	2022-23 Rate	2023-24 Rate	Percent Increase	Less CPI
Waste disposal fee	\$61.06/ton	\$62.77/ton	2.80%	-0.87%
Organics/GW disposal fee	\$78.00/ton	\$79.50/ton	1.92%	-1.75%
C&D disposal fee	\$87.00/ton	\$80.00/ton	-8.05%	-11.72%

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, which was the case in all three commodities this year.

Customer Impacts:

These adjustments will raise the rates for an average Woodland household by \$1.25 per month, from \$38.41 to \$39.66 per month. Charges for commercial waste services will generally increase by about 5.2% over the commercial customer rates for 2023, depending on container size and frequency of service. Charges for C&D roll-off containers will decrease from \$7-\$20 per load, with an average of 2.5% increase for all other roll-off containers such as trash, wood, and recycling.

Staff reviewed the documentation provided by Waste Management and found all the calculations to be appropriate and the documentation to be adequate for the 2024 annual rate adjustment consistent with the terms of the franchise agreement.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, to 1) receive the Waste Management 2024 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2024 rate adjustments approved.

Prepared by: Rosie Ledesma, Environmental Resources Program Manager



Ken Hiatt
City Manager

Attachments:

1. Resolution - WM Annual Rate Adjustment 2023
2. Woodland City of Rate Adj Eff 1-1-24

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE
REQUEST FOR THE 2024 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 2024 rate adjustment information.

Section 2. The City Council hereby accepts it as complete and adequate.

Section 3. The City Council hereby deems the proposed 2024 rate adjustment approved.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 5th day of December 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 1/1/24**

CPI % Change	3.67%	A
MSW Disposal Increase	-0.87%	B1
Mixed Food Increase	-1.75%	B2
MSW Disposal Capture	2.80%	C1
Mixed Food Disposal Capture	1.92%	C2

	Current Monthly Rate Effective 1/1/2023	Previous Period Disposal Catch Up (7/1/22 through 12/31/22)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2023 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/23 through 12/31/23)	New Monthly Rate Eff 1/1/2024
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
Garbage Rates									
35 Gallons	\$14.36	\$0.03	\$14.33	\$0.53	\$1.98	(\$0.02)	\$14.84	\$0.03	\$14.87
64 Gallons	\$16.98	\$0.05	\$16.93	\$0.62	\$3.93	(\$0.03)	\$17.52	\$0.06	\$17.58
96 Gallons	\$29.51	\$0.08	\$29.43	\$1.08	\$5.91	(\$0.05)	\$30.46	\$0.08	\$30.54
Extra bag pickup	\$2.71	\$0.00	\$2.71	\$0.10	\$0.37	\$0.00	\$2.81	\$0.01	\$2.82
Extra toter pickup	\$8.71	\$0.03	\$8.68	\$0.32	\$1.94	(\$0.02)	\$8.98	\$0.03	\$9.01

Low income (10% discount from base)									
35 Gallons	\$12.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$13.38
64 Gallons	\$15.28	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$15.82
96 Gallons	\$26.56	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$27.49

Green Waste / Street Sweeping									
Small Lot*	\$15.03	\$0.08	\$14.95	\$0.55	\$4.20	(\$0.07)	\$15.43	\$0.04	\$15.47
1-96 Gallon Toter	\$18.85	\$0.08	\$18.77	\$0.69	\$4.20	(\$0.07)	\$19.39	\$0.04	\$19.43
2-96 Gallon Toters	\$18.85	\$0.08	\$18.77	\$0.69	\$4.20	(\$0.07)	\$19.39	\$0.04	\$19.43
3-96 Gallon Toters	\$24.24	\$0.14	\$24.10	\$0.88	\$6.90	(\$0.12)	\$24.86	\$0.07	\$24.93
4-96 Gallon Toters	\$24.24	\$0.14	\$24.10	\$0.88	\$6.90	(\$0.12)	\$24.86	\$0.07	\$24.93
Each add'l toter after 4	\$5.52	\$0.06	\$5.46	\$0.20	\$2.74	(\$0.05)	\$5.61	\$0.03	\$5.64

*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	\$5.25	\$0.00	\$5.25	\$0.19	\$0.00	\$0.00	\$5.44	\$0.00	\$5.44
Apartments/Mobile Home Parks (per unit)	\$2.85	\$0.00	\$2.85	\$0.10	\$0.00	\$0.00	\$2.95	\$0.00	\$2.95

Recycling									
Residential Curbside	\$1.88	\$0.00	\$1.88	\$0.07	\$0.00	\$0.00	\$1.95	\$0.00	\$1.95

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
Side Yard Assisted Service - no medical justification	\$6.88	\$0.00	\$6.88	\$0.25	\$0.00	\$0.00	\$7.13	\$0.00	\$7.13
State Mandated Charge - Per Household	\$0.70	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)	\$87.71	\$0.13	\$87.58	\$3.21	\$10.13	(\$0.09)	\$90.70	\$0.14	\$90.84
Cart Replacement Charge ¹	Market Rate	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	\$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	2.5% of balance, \$5.00 minimum
Non-Service Day Trip Charge	\$33.09	\$0.00	\$33.09	\$1.21	\$0.00	\$0.00	\$34.30	\$0.00	\$34.30
Residential Contamination Charge	\$15.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$15.00
Residential Overage Charge	\$15.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$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 1/1/24

CPI % Change	3.67%	A
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MSW Disposal Increase	-0.87%	B1, B3
Mixed Food Increase	-1.75%	B2
MSW Disposal Capture	2.80%	C1
Mixed Food Disposal Capture	1.92%	C2

	Current Monthly Rate Effective 1/1/2023	Previous Period Disposal Catch Up (7/1/22 through 12/31/22)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2023 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/23 through 12/31/23)	New Monthly Rate Eff 1/1/2024
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
Trash Cart Rates									
1-64 Gallon Can	\$33.35	\$0.10	\$33.25	\$1.22	\$7.89	(\$0.07)	\$34.40	\$0.11	\$34.51
1-96 Gallon Can	\$42.47	\$0.15	\$42.32	\$1.55	\$11.83	(\$0.10)	\$43.77	\$0.17	\$43.94
Extra bag pickup	\$2.71	\$0.00	\$2.71	\$0.10	\$0.37	\$0.00	\$2.81	\$0.01	\$2.82
Extra toter pickup	\$8.71	\$0.03	\$8.68	\$0.32	\$1.94	(\$0.02)	\$8.98	\$0.03	\$9.01
Trash 1 Yard Bin									
1 x Week	\$84.38	\$0.11	\$84.27	\$3.09	\$8.77	(\$0.08)	\$87.28	\$0.12	\$87.40
2 x Week	\$139.17	\$0.23	\$138.94	\$5.10	\$17.53	(\$0.15)	\$143.89	\$0.25	\$144.14
Trash 1.5 Yard Bin									
1 x Week	\$106.34	\$0.17	\$106.17	\$3.90	\$13.17	(\$0.11)	\$109.96	\$0.18	\$110.14
2 x Week	\$180.34	\$0.34	\$180.00	\$6.61	\$26.33	(\$0.23)	\$186.38	\$0.37	\$186.75
3 x Week	\$253.69	\$0.51	\$253.18	\$9.29	\$39.50	(\$0.34)	\$262.13	\$0.55	\$262.68
Trash 2 Yard Bin									
1 x Week	\$128.95	\$0.23	\$128.72	\$4.72	\$17.53	(\$0.15)	\$133.29	\$0.25	\$133.54
2 x Week	\$219.17	\$0.46	\$218.71	\$8.03	\$35.11	(\$0.31)	\$226.43	\$0.49	\$226.92
3 x Week	\$309.44	\$0.68	\$308.76	\$11.33	\$52.64	(\$0.46)	\$319.63	\$0.74	\$320.37
4 x Week	\$399.64	\$0.91	\$398.73	\$14.63	\$70.22	(\$0.61)	\$412.75	\$0.98	\$413.73
5 x Week	\$489.89	\$1.14	\$488.75	\$17.94	\$87.73	(\$0.76)	\$505.93	\$1.23	\$507.16
6 x Week	\$579.53	\$1.37	\$578.16	\$21.22	\$105.27	(\$0.92)	\$596.46	\$1.47	\$599.93
Trash 3 Yard Bin									
1 x Week	\$166.27	\$0.34	\$165.93	\$6.09	\$26.33	(\$0.23)	\$171.79	\$0.37	\$172.16
2 x Week	\$291.43	\$0.68	\$290.75	\$10.67	\$52.64	(\$0.46)	\$300.96	\$0.74	\$301.70
3 x Week	\$416.39	\$1.02	\$415.37	\$15.24	\$78.98	(\$0.69)	\$429.92	\$1.11	\$431.03
4 x Week	\$513.14	\$1.37	\$511.77	\$18.78	\$105.27	(\$0.92)	\$529.63	\$1.47	\$531.10
5 x Week	\$666.60	\$1.71	\$664.89	\$24.40	\$131.65	(\$1.14)	\$688.15	\$1.84	\$689.99
6 x Week	\$791.79	\$2.05	\$789.74	\$28.98	\$157.96	(\$1.37)	\$817.35	\$2.21	\$819.56
Trash 4 Yard Bin									
1 x Week	\$209.17	\$0.46	\$208.71	\$7.66	\$35.11	(\$0.31)	\$216.06	\$0.49	\$216.55
2 x Week	\$371.15	\$0.91	\$370.24	\$13.59	\$70.22	(\$0.61)	\$383.22	\$0.98	\$384.20
3 x Week	\$533.22	\$1.37	\$531.85	\$19.52	\$105.27	(\$0.92)	\$550.45	\$1.47	\$551.92
4 x Week	\$695.16	\$1.82	\$693.34	\$25.45	\$140.38	(\$1.22)	\$717.57	\$1.97	\$719.54
5 x Week	\$872.09	\$2.28	\$869.81	\$31.92	\$175.50	(\$1.53)	\$900.20	\$2.46	\$902.66
6 x Week	\$1,019.30	\$2.73	\$1,016.57	\$37.31	\$210.59	(\$1.83)	\$1,052.05	\$2.95	\$1,055.00
Trash 6 Yard Bin									
1 x Week	\$274.72	\$0.68	\$274.04	\$10.06	\$52.64	(\$0.46)	\$283.64	\$0.74	\$284.38
2 x Week	\$497.45	\$1.37	\$496.08	\$18.21	\$105.27	(\$0.92)	\$513.37	\$1.47	\$514.84
3 x Week	\$729.11	\$2.05	\$727.06	\$26.68	\$157.96	(\$1.37)	\$752.37	\$2.21	\$754.58
4 x Week	\$1,012.13	\$2.73	\$1,009.40	\$37.04	\$210.59	(\$1.83)	\$1,044.61	\$2.95	\$1,047.56
5 x Week	\$1,265.09	\$3.41	\$1,261.68	\$46.30	\$263.22	(\$2.29)	\$1,305.69	\$3.69	\$1,309.38
6 x Week	\$1,543.83	\$4.10	\$1,539.73	\$56.51	\$315.88	(\$2.75)	\$1,593.49	\$4.42	\$1,597.91
Trash 8 Yard Bin									
1 x Week	\$336.36	\$0.90	\$335.46	\$12.31	\$69.12	(\$0.60)	\$347.17	\$0.97	\$348.14
2 x Week	\$616.55	\$1.79	\$614.76	\$22.56	\$138.27	(\$1.20)	\$636.12	\$1.94	\$638.06
3 x Week	\$914.22	\$2.69	\$911.53	\$33.45	\$207.41	(\$1.80)	\$943.18	\$2.90	\$946.08
4 x Week	\$1,313.73	\$3.59	\$1,310.14	\$48.08	\$276.54	(\$2.40)	\$1,355.82	\$3.87	\$1,359.69
5 x Week	\$1,638.93	\$4.48	\$1,634.45	\$59.98	\$345.66	(\$3.01)	\$1,691.42	\$4.84	\$1,696.26
6 x Week	\$2,044.50	\$5.38	\$2,039.12	\$74.84	\$414.79	(\$3.61)	\$2,110.35	\$5.81	\$2,116.16
Recycling Carts/Bins - All Sizes*									
1 x Week - per month/per bin	\$34.13	\$0.00	\$34.13	\$1.25	\$0.00	\$0.00	\$35.38	\$0.00	\$35.38
2 x Week - per month/per bin**	\$68.26	\$0.00	\$68.26	\$2.50	\$0.00	\$0.00	\$70.76	\$0.00	\$70.76
3 x Week - per month/per bin**	\$102.39	\$0.00	\$102.39	\$3.75	\$0.00	\$0.00	\$106.14	\$0.00	\$106.14
4 x Week - per month/per bin**	\$136.52	\$0.00	\$136.52	\$5.00	\$0.00	\$0.00	\$141.52	\$0.00	\$141.52
5 x Week - per month/per bin**	\$170.65	\$0.00	\$170.65	\$6.25	\$0.00	\$0.00	\$176.90	\$0.00	\$176.90
Mixed Organics - 35 Gallon									
1 x Week	\$28.63	\$0.24	\$28.39	\$1.04	\$11.81	(\$0.21)	\$29.22	\$0.11	\$29.33
2 x Week	\$57.16	\$0.48	\$56.68	\$2.08	\$23.57	(\$0.41)	\$58.35	\$0.23	\$58.58
3 x Week	\$85.78	\$0.71	\$85.07	\$3.12	\$35.38	(\$0.62)	\$87.57	\$0.34	\$87.91
4 x Week	\$114.40	\$0.95	\$113.45	\$4.16	\$47.18	(\$0.82)	\$116.79	\$0.45	\$117.24
5 x Week	\$142.99	\$1.19	\$141.80	\$5.20	\$58.98	(\$1.03)	\$145.97	\$0.57	\$146.54
Mixed Organics - 64 Gallon									
1 x Week	\$40.26	\$0.44	\$39.82	\$1.46	\$21.57	(\$0.38)	\$40.90	\$0.21	\$41.11
2 x Week	\$80.51	\$0.87	\$79.64	\$2.92	\$43.14	(\$0.75)	\$81.81	\$0.41	\$82.22
3 x Week	\$120.77	\$1.31	\$119.46	\$4.38	\$64.71	(\$1.13)	\$122.71	\$0.62	\$123.33
4 x Week	\$161.03	\$1.74	\$159.29	\$5.85	\$86.29	(\$1.51)	\$163.63	\$0.83	\$164.46
5 x Week	\$201.28	\$2.18	\$199.10	\$7.31	\$107.85	(\$1.88)	\$204.53	\$1.04	\$205.57
2 Yard Mixed Organics Bin									
1 x Week	\$198.77	\$0.76	\$198.01	\$7.27	\$37.37	(\$0.65)	\$204.63	\$0.36	\$204.99
2 x Week	\$339.40	\$1.51	\$337.89	\$12.40	\$74.76	(\$1.31)	\$348.98	\$0.72	\$349.70
3 x Week	\$481.67	\$2.23	\$479.44	\$17.60	\$110.47	(\$1.93)	\$495.11	\$1.06	\$496.17
3 Yard Mixed Organics Bin									
1 x Week	\$273.57	\$1.13	\$272.44	\$10.00	\$56.07	(\$0.98)	\$281.46	\$0.54	\$282.00
2 x Week	\$481.44	\$2.27	\$479.17	\$17.59	\$112.16	(\$1.96)	\$494.80	\$1.08	\$495.88
3 x Week	\$691.72	\$3.35	\$688.37	\$25.26	\$165.80	(\$2.90)	\$710.73	\$1.59	\$712.32

*Recycle Container Sizes Available: 96 gallon, 1 Yard, 1.5 Yard, 2 Yard, 3 Yard, 4 Yard, 6 Yard

**Services with a frequency of more than one time per week are charged by multiples of the "1 x Week" rate

***Four 96 gallon recycle carts can be substituted for a recycle bin for the same cost. Carts must be placed curbside on collection days.

Extra Pickup Fees									
Overloaded Container - First Cubic Yard (No Dismount Required)	\$8.78	\$0.03	\$8.75	\$0.32	\$2.00	(\$0.02)	\$9.05	\$0.03	\$9.08
Overloaded Container - Each Cubic Yard in excess of 1 (No Dismount Required)	\$3.54	\$0.03	\$3.51	\$0.13	\$2.00	(\$0.02)	\$3.62	\$0.03	\$3.65
Additional Pickup, 1 Cubic Yard Bin	\$49.87	\$0.03	\$49.84	\$1.83	\$2.00	(\$0.02)	\$51.65	\$0.03	\$51.68
Additional Pickup, 1.5 Cubic Yard Bin	\$51.60	\$0.04	\$51.56	\$1.89	\$2.99	(\$0.03)	\$53.42	\$0.04	\$53.46
Additional Pickup, 2 Cubic Yard Bin	\$53.35	\$0.05	\$53.30	\$1.96	\$3.98	(\$0.03)	\$55.23	\$0.06	\$55.29
Additional Pickup, 3 Cubic Yard Bin	\$56.88	\$0.08	\$56.80	\$2.08	\$5.95	(\$0.05)	\$58.83	\$0.08	\$58.91
Additional Pickup, 4 Cubic Yard Bin	\$60.16	\$0.10	\$60.06	\$2.20	\$7.96	(\$0.07)	\$62.19	\$0.11	\$62.30
Additional Pickup, 6 Cubic Yard Bin	\$67.35	\$0.15	\$67.20	\$2.47	\$11.91	(\$0.10)	\$69.57	\$0.17	\$69.74
Additional Trip to Customer Location at Customer Request	\$33.09	\$0.00	\$33.09	\$1.21	\$0.00	\$0.00	\$34.30	\$0.00	\$34.30

Temporary Bin									
3 Yard Temporary Bin	\$196.69	\$0.08	\$196.61	\$7.22	\$5.95	(\$0.05)	\$203.78	\$0.08	\$203.86

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	\$0.25
Dismount and Push Charge per Bin Serviced per Week	\$7.00	\$0.00	\$7.00	\$0.26	\$0.00	\$0.00	\$7.26	\$0.00	\$7.26
Key Charge per Bin Serviced per Week	\$8.33	\$0.00	\$8.33	\$0.31	\$0.00	\$0.00	\$8.64	\$0.00	\$8.64
Enclosure Charge per Bin Serviced per Week	\$9.19	\$0.00	\$9.19	\$0.34	\$0.00	\$0.00	\$9.53	\$0.00	\$9.53
Gate Service Charge per Bin Serviced per Week	\$9.19	\$0.00	\$9.19	\$0.34	\$0.00	\$0.00	\$9.53	\$0.00	\$9.53
Long Walk (more than 20 feet) per Bin Serviced per Week	\$21.99	\$0.00	\$21.99	\$0.81	\$0.00	\$0.00	\$22.80	\$0.00	\$22.80
Maximum Additional Weekly Charges per Bin Serviced per Week	\$28.48	\$0.00	\$28.48	\$1.05	\$0.00	\$0.00	\$29.53	\$0.00	\$29.53
Scout Truck (Container Truck) Container Pull Out	\$39.71	\$0.00	\$39.71	\$1.46	\$0.00	\$0.00	\$41.17	\$0.00	\$41.17
Extra per yard charge for Customers Pre-compacting Trash	\$26.44	\$0.10	\$26.34	\$0.97	\$7.96	(\$0.07)	\$27.24	\$0.11	\$27.35
Commercial Sweeping Charge	\$8.66	\$0.00	\$8.66	\$0.32	\$0.00	\$0.00	\$8.98	\$0.00	\$8.98
Bad / Returned Check Fee	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
Snapshot Fee - Per Occurrence ¹	\$60.13	\$0.00	\$60.13	\$2.21	\$0.00	\$0.00	\$62.34	\$0.00	\$62.34
Inactivity Fee - Per Day (No activity for over 14 days) ²	\$13.53	\$0.00	\$13.53	\$0.50	\$0.00	\$0.00	\$14.03	\$0.00	\$14.03
Inactivity Fee - Maximum per month ²	\$203.10	\$0.00	\$203.10	\$7.45	\$0.00	\$0.00	\$210.55	\$0.00	\$210.55
Reactivation Fee - due to non-payment ³	\$42.08	\$0.00	\$42.08	\$1.54	\$0.00	\$0.00	\$43.62	\$0.00	\$43.62
Container Exchange Fee ⁴	\$180.37	\$0.00	\$180.37	\$6.62	\$0.00	\$0.00	\$186.99	\$0.00	\$186.99
Delivery Fee ⁵	\$180.37	\$0.00	\$180.37	\$6.62	\$0.00	\$0.00	\$186.99	\$0.00	\$186.99
Late Charge	2.5% of balance, \$5.00 minimum	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	\$113.03	\$0.00	\$113.03	\$4.15	\$0.00	\$0.00	\$117.18	\$0.00	\$117.18
Cart Swap / Cleaning Charge	\$65.45	\$0.00	\$65.45	\$2.40	\$0.00	\$0.00	\$67.85	\$0.00	\$67.85
Bin Swap / Cleaning Charge	\$148.73	\$0.00	\$148.73	\$5.46	\$0.00	\$0.00	\$154.19	\$0.00	\$154.19

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 \$14.03 per day. The maximum fee per month is \$210.55.

[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 1/1/24**

CPI % Change	3.67%	A
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MSW Disposal Increase	-0.87%	B1
Green Waste Disposal Increase	-1.75%	B2
Mixed Food Increase	-1.75%	B3
C&D Disposal Increase	-11.72%	B4
MSW Disposal Capture	2.80%	C1
Green Waste Disposal Capture	1.92%	C2
Mixed Food Disposal Capture	1.92%	C3
C&D Disposal Capture	-8.05%	C4

Current Disposal Costs	
Municipal Solid Waste	\$62.77
Green Waste	\$79.50
Mixed Food / Green	\$79.50
C&D	\$80.00
Clean Wood	\$0.00
Mixed Wood	\$79.50
OCC	\$0.00
Recycle	\$0.00

	Current Monthly Rate Effective 1/1/2023	Previous Period Disposal Catch Up (7/1/22 through 12/31/22)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2023 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/23 through 12/31/23)	New Monthly Rate Eff 1/1/2024
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
MSW - Haul Rate									
20 Yards - Includes 2 tons	\$286.22	\$1.28	\$284.94	\$10.46	\$98.48	(\$0.86)	\$294.54	\$1.38	\$295.92
25 Yards - Includes 2.5 tons	\$357.96	\$1.60	\$356.36	\$13.08	\$123.08	(\$1.07)	\$368.37	\$1.72	\$370.09
30 Yards - Includes 3 tons	\$429.12	\$1.92	\$427.20	\$15.68	\$147.70	(\$1.28)	\$441.60	\$2.07	\$443.67
40 Yards - Includes 4 tons	\$572.17	\$2.55	\$569.62	\$20.91	\$196.91	(\$1.71)	\$588.82	\$2.76	\$591.58
50 Yards - Includes 5 tons	\$697.79	\$3.19	\$694.60	\$25.49	\$246.15	(\$2.14)	\$717.95	\$3.45	\$721.40
Green Waste - Haul Rate									
20 Yards - Includes 2 tons	\$302.92	\$2.41	\$300.51	\$11.03	\$119.12	(\$2.09)	\$309.46	\$1.15	\$310.61
25 Yards - Includes 2.5 tons	\$378.83	\$3.01	\$375.82	\$13.79	\$148.90	(\$2.60)	\$387.01	\$1.43	\$388.44
30 Yards - Includes 3 tons	\$454.19	\$3.61	\$450.58	\$16.54	\$178.69	(\$3.12)	\$464.00	\$1.72	\$465.72
40 Yards - Includes 4 tons	\$605.60	\$4.81	\$600.79	\$22.05	\$238.23	(\$4.16)	\$616.68	\$2.29	\$620.97
50 Yards - Includes 5 tons	\$739.56	\$6.02	\$733.54	\$26.92	\$297.79	(\$5.20)	\$755.26	\$2.86	\$758.12
Mixed Wood - Haul Rate									
20 Yards - Includes 2 tons	\$318.25	\$2.67	\$315.58	\$11.58	\$132.06	(\$2.31)	\$324.85	\$1.27	\$326.12
25 Yards - Includes 2.5 tons	\$397.98	\$3.33	\$394.65	\$14.48	\$165.07	(\$2.88)	\$406.25	\$1.59	\$407.84
30 Yards - Includes 3 tons	\$477.19	\$4.00	\$473.19	\$17.37	\$198.08	(\$3.46)	\$487.10	\$1.90	\$489.00
40 Yards - Includes 4 tons	\$636.27	\$5.34	\$630.93	\$23.16	\$264.10	(\$4.61)	\$649.48	\$2.54	\$652.02
50 Yards - Includes 5 tons	\$777.94	\$6.67	\$771.27	\$28.31	\$330.16	(\$5.77)	\$793.81	\$3.17	\$796.98
C&D - Haul Rate									
20 Yards - Includes 2 tons	\$336.98	\$1.44	\$335.54	\$12.31	\$118.93	(\$13.93)	\$333.92	(\$4.78)	\$329.14
25 Yards - Includes 2.5 tons	\$421.44	\$1.80	\$419.64	\$15.40	\$148.67	(\$17.42)	\$417.62	(\$5.98)	\$411.64
30 Yards - Includes 3 tons	\$505.31	\$2.16	\$503.15	\$18.47	\$178.40	(\$20.90)	\$500.72	(\$7.18)	\$493.54
40 Yards - Includes 4 tons	\$673.78	\$2.87	\$670.91	\$24.62	\$237.87	(\$27.87)	\$667.66	(\$9.57)	\$658.09
50 Yards - Includes 5 tons	\$824.77	\$3.59	\$821.18	\$30.14	\$297.31	(\$34.83)	\$816.49	(\$11.96)	\$804.53
Clean Wood - Haul Rate									
20 Yards	\$147.11	\$0.00	\$147.11	\$5.40	\$0.00	\$0.00	\$152.51	\$0.00	\$152.51
25 Yards	\$184.04	\$0.00	\$184.04	\$6.75	\$0.00	\$0.00	\$190.79	\$0.00	\$190.79
30 Yards	\$220.45	\$0.00	\$220.45	\$8.09	\$0.00	\$0.00	\$228.54	\$0.00	\$228.54
40 Yards	\$293.97	\$0.00	\$293.97	\$10.79	\$0.00	\$0.00	\$304.76	\$0.00	\$304.76
50 Yards	\$350.06	\$0.00	\$350.06	\$12.85	\$0.00	\$0.00	\$362.91	\$0.00	\$362.91
Old Corrugated Cardboard (OCC) - Haul Rate									
20 Yards	\$147.11	\$0.00	\$147.11	\$5.40	\$0.00	\$0.00	\$152.51	\$0.00	\$152.51
25 Yards	\$184.04	\$0.00	\$184.04	\$6.75	\$0.00	\$0.00	\$190.79	\$0.00	\$190.79
30 Yards	\$220.45	\$0.00	\$220.45	\$8.09	\$0.00	\$0.00	\$228.54	\$0.00	\$228.54
40 Yards	\$293.97	\$0.00	\$293.97	\$10.79	\$0.00	\$0.00	\$304.76	\$0.00	\$304.76
50 Yards	\$350.06	\$0.00	\$350.06	\$12.85	\$0.00	\$0.00	\$362.91	\$0.00	\$362.91
Recycle - Haul Rate									
20 Yards	\$147.11	\$0.00	\$147.11	\$5.40	\$0.00	\$0.00	\$152.51	\$0.00	\$152.51
25 Yards	\$184.04	\$0.00	\$184.04	\$6.75	\$0.00	\$0.00	\$190.79	\$0.00	\$190.79
30 Yards	\$220.45	\$0.00	\$220.45	\$8.09	\$0.00	\$0.00	\$228.54	\$0.00	\$228.54
40 Yards	\$293.97	\$0.00	\$293.97	\$10.79	\$0.00	\$0.00	\$304.76	\$0.00	\$304.76
50 Yards	\$350.06	\$0.00	\$350.06	\$12.85	\$0.00	\$0.00	\$362.91	\$0.00	\$362.91
Concrete / Dirt									
15 Yards - no included tonnage	\$201.98	\$0.00	\$201.98	\$7.41	\$0.00	\$0.00	\$209.39	\$0.00	\$209.39
Compactor Rates									
Haul Rate - Per Yard - includes tonnage	\$24.12	\$0.03	\$24.09	\$0.88	\$1.99	(\$0.02)	\$24.96	\$0.03	\$24.99

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	\$0.25
Debris Box Roll-Top Fee Per Haul	\$29.76	\$0.00	\$29.76	\$1.09	\$0.00	\$0.00	\$30.85	\$0.00	\$30.85
Bad / Returned Check Fee	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
Snapshot Fee - Per Occurrence ²	\$60.13	\$0.00	\$60.13	\$2.21	\$0.00	\$0.00	\$62.34	\$0.00	\$62.34
Trip Charge ²	\$119.04	\$0.00	\$119.04	\$4.37	\$0.00	\$0.00	\$123.41	\$0.00	\$123.41
Inactivity Fee - Per Day (No activity for over 14 days) ³	\$13.53	\$0.00	\$13.53	\$0.50	\$0.00	\$0.00	\$14.03	\$0.00	\$14.03
Inactivity Fee - Maximum per month ³	\$203.10	\$0.00	\$203.10	\$7.45	\$0.00	\$0.00	\$210.55	\$0.00	\$210.55
Reactivation Fee - due to non-payment ⁴	\$42.08	\$0.00	\$42.08	\$1.54	\$0.00	\$0.00	\$43.62	\$0.00	\$43.62
Container Exchange Fee ⁵	\$180.37	\$0.00	\$180.37	\$6.62	\$0.00	\$0.00	\$186.99	\$0.00	\$186.99
Delivery Fee ⁶	\$180.37	\$0.00	\$180.37	\$6.62	\$0.00	\$0.00	\$186.99	\$0.00	\$186.99
Late Charge	2.5% of balance, \$5.00 minimum	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	See below
Contamination Fee ⁸	See below	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 \$14.03 per day. The maximum fee per month is \$210.55.

[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 1/1/24

CPI ADJUSTMENT CALCULATION		
Consumer Price Index (CPI for <i>All Urban Consumers</i>) ¹		
Index August 2023	307.026	A
Index August 2022	296.171	B
Percentage change of index	3.67%	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)	3.67%	J
<u>Internet Hyperlink to Indices:</u> http://data.bls.gov/cgi-bin/srgate		



Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation
Rate Adjustment Effective 1/1/24

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	307.026
Aug-21	296.171

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	296.808	298.012	297.711	296.797
2023	299.17	300.84	301.836	303.363	304.127	305.109	305.691	307.026				



**Waste Management of Woodland
City of Woodland
Disposal Increase Calculations
Rate Adjustment Effective 1/1/24**

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 1/1/23			
2023 Disposal Rate - 7/1/23	\$62.77	A	
2022 Disposal Rate - 7/1/22	\$61.06	B	
Inc (Dec) in Disposal Rate	\$1.71	C=A-B	
% Inc (Dec) in Disposal Rate	2.80%		
CPI Adj %	3.67%		
% Inc (Dec) in Disposal Rate Adjustment	-0.87%	F	

Yolo County Landfill - Green Waste Disposal Adj Calc			
2023 Disposal Rate - 7/1/23	\$79.50	A	
2022 Disposal Rate - 7/1/22	\$78.00	B	
Inc (Dec) in Disposal Rate	\$1.50	C=A-B	
% Inc (Dec) in Disposal Rate	1.92%	D=C/B	
CPI Adj %	3.67%	E	
% Inc (Dec) in Disposal Rate Adjustment	-1.75%	F=D-E	

Yolo County Landfill - Mixed Green / Food Waste			
2023 Disposal Rate - 7/1/23	\$79.50	A	
2022 Disposal Rate - 7/1/22	\$78.00	B	
Inc (Dec) in Disposal Rate	\$1.50	C=A-B	
% Inc (Dec) in Disposal Rate	1.92%	D=C/B	
CPI Adj %	3.67%	E	
% Inc (Dec) in Disposal Rate Adjustment	-1.75%	F=D-E	

Yolo County Landfill - C&D Disposal Adj Calc			
2023 Disposal Rate - 7/1/23	\$80.00	A	
2022 Disposal Rate - 7/1/22	\$87.00	B	
Inc (Dec) in Disposal Rate	-\$7.00	C=A-B	
% Inc (Dec) in Disposal Rate	-8.05%	D=C/B	
CPI Adj %	3.67%	E	
% Inc (Dec) in Disposal Rate Adjustment	-11.72%	F=D-E	

Yolo County Landfill - MSW Disposal History	
Year	Disposal Rate
2023 Disposal Rate - 7/1/23	\$62.77
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
2023 Disposal Rate - 7/1/23	\$79.50
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
2023 Disposal Rate - 7/1/23	\$79.50
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
2023 Disposal Rate - 7/1/23	\$80.00
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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.7
SUBJECT: 2022 Assistance to Firefighters Grant (AFG) Award
Acceptance and Appropriation

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

1. Accept the 2022 Assistance to Firefighters Grant (AFG) Award for battery powered extrication tools and related equipment.
2. Appropriate \$136,043 to Fund 1330 to fund the initial expenditure.

Staff Contact:

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

Fiscal Impact:

The AFG award reimburses 90% of costs, requiring a 10% recipient match. The Woodland Fire Department will be responsible for the initial purchase of \$150,000. Of this, 90% will be reimbursed by FEMA with a required 10% match from the Woodland Fire Department. The total FEMA approved budget for this project is \$149,646.48, of which \$136,042.25 is Federal funding and \$13,604.23 is the required 10% match. The Woodland Fire Department's share of this match shall not exceed \$14,000. The required matching funds (\$14,000) were allocated as one-time Measure F funding during the FY2023/24 budget development process.

Background:

The primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated Emergency Medical Services organizations, and State Fire Training Academies. This funding is for critically needed resources to equip and train emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience.

In February 2023, the Woodland Fire Department submitted an AFG application for battery powered extrication tools and related equipment. Extrication tools are used by emergency responders to create greater access to persons trapped within vehicles by spreading or removing areas of damaged vehicle from around them. The Fire Department also requested a one-time appropriation for the matching funds, which was approved by Council as part of the FY24 budget process.

Discussion:

This grant funding will be used to replace current, aging extrication tools. The current units are over 10-years old and are powered by a gas motor and hydraulic fluid. With the age of the Department's extrication tools, there has been a noticeable increase in maintenance costs and downtime of these units, which puts the safety of our community at risk. The grant funds will allow the Department to replace all the extrication tools currently in service with the latest in battery operated extrication tools, meeting the current NFPA standard and gaining faster deployment times due to not having to carry around the power unit and hoses.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to

1. Accept the 2022 Assistance to Firefighters Grant (AFG) Award for battery powered extrication tools and related equipment.
2. Appropriate \$136,043 to Fund 1330 to fund the initial expenditure.

Prepared by: Battalion Chief Erik Komula

Approved by: Eric Zane, Fire Chief

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

Ken Hiatt
City Manager

Attachments:

1. Resolution - 2022 AFG Extrication Tools

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE ACCEPTANCE OF THE 2022 ASSISTNACE TO FIREFIGHTERS
GRANT (AFG) AWARD AND APPROPTION OF \$136,043 TO FUND 1330**

WHEREAS, the Woodland Fire Department successfully applied for and was awarded the 2022 Assistance to Firefighters Grant (AFG) for battery powered extrication tools and related equipment; and

WHEREAS, the Woodland Fire Department is in need of replacing the current, aging extrication tools that are powered by gas motor and hydraulic fluid, with battery powered tools that will decrease maintenance costs; and

WHEREAS, the AFG will reimburse 90% of the cost of the equipment with a 10% recipient match; and

WHEREAS, the Fire Department requested a one-time appropriation for the City's share of the matching funds which was approved by Council as part of the FY 2023/24 budget process.

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

1. **SECTION 1.** Accept the 2022 Assistance to Firefighters Grant (AFG) Award for battery powered extrication tools and related equipment.

SECTION 2. Appropriate \$136,043 to Fund 1330 to fund the initial expenditure.

PASSED AND ADOPTED by the City Council this 5th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.8
SUBJECT: Appropriation of Funds for Clean Air Funds Grant Budget

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$9,900 to Fund 1365 for the Clean Air Funds Grant for fiscal year 2023/24.

Staff Contact:

Spencer Bowen, (530) 661-5808, spencer.bowen@cityofwoodland.org

Fiscal Impact:

This action will result in a Clean Air Funds Grant appropriation of \$9,900 to Fund 1365. The appropriation will be offset by grant funds awarded to the City of Woodland by the Yolo-Solano Air Quality Management District (YSAQMD).

Background:

In Spring 2023, staff submitted an application to YSAQMD for the 2023 Clean Air Funds Program cycle. The application was successful, and YSAQMD awarded the City a Clean Air Funds Grant in the amount of \$9,900 to support promotion and signage of a future reinvigorated Woodland Bike Loop.

Discussion:

The City of Woodland was awarded Clean Air funding for the Woodland Bike Loop Project to encourage active, sustainable transportation and recreation. The Woodland Bike Loop will create a safe, accessible, and well-marked bicycle route throughout the City of Woodland, with a particular focus on connecting community landmarks – schools, workplaces, and parks.

The City is committed to expanding safe bike infrastructure to meet sustainability goals and increase recreational opportunities. Recently, the City has invested significant effort to enhance the bike network and completed critical improvements, such as the bike and pedestrian bridge over State Route 113, Class 1 bike path on East Main Street along with improved bike lanes along East Main, Gibson Rd., Matmor Rd., and Gum Avenue. Formal street signage and promotion of a local bike loop will help Woodlanders access bicycling amenities and encourage active transit. Feedback gathered during the creation of the City of Woodland's Active Transportation Plan (currently in progress) and the Local Road Safety Plan (recently finalized) highlighted three key needs that the Bike Loop will help address:

- Additional, easy-to-access local bike routes
- More awareness of bikeways
- Better maintained bikeways

Once finalized, the City's Active Transportation Plan (ATP) will identify recommended routes to establish the Woodland Bike Loop. Staff currently anticipates that the ATP will be completed in early 2024.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$9,900 to Fund 1365 for the Clean Air Funds Grant for fiscal year 2023/24.

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

Ken Hiatt
City Manager

Attachments:

1. Resolution - Clean Air Funds 2023 Grant Appropriation
2. City of Woodland 2023 Clean Air Funds Program Application & Project Proposal
3. YSAQMD - City Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING APPROPRIATION OF FUNDS TO THE FISCAL YEAR 2023/24
CLEAN AIR FUNDS GRANT BUDGET**

WHEREAS, the Yolo-Solano Air Quality Management District (YSAQMD) awarded the City of Woodland a Clean Air Funds Grant in the amount of \$9,900 for the Woodland Bike Loop Project; and

WHEREAS, staff wishes to appropriate \$9,900 for the Fiscal Year 2023/24 Clean Air Funds Grant budget; and

WHEREAS, the funding will be offset by grant funds awarded to the City of Woodland by the YSAQMD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that \$9,900 shall be appropriated to Fund 365 in Fiscal Year 2023/24 for the Clean Air Funds Grant.

PASSED AND ADOPTED by the City Council this 5th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



Yolo-Solano Air Quality Management District

2023 Clean Air Funds Application

Please complete this form. All fields are required. For details on project proposals including general project criteria, category-based project criteria and cost-effectiveness, please review the 2023 Clean Air Funds Program Information. Please contact District staff if you have questions regarding this form.

Attach required Project Proposal to this completed application form.

Applicant Information:

Business/Organization Name: City of Woodland		
Physical Address: 300 First Street		
City: Woodland	State: CA	Zip: 95695
Mailing Address (if different from above):		
City:	State:	Zip:
Primary Contact Name: Spencer Bowen		Title: Communication & Strategic Policies Manager
Phone: 530.661.5808	Fax: N/A	Email: spencer.bowen@cityofwoodland.org
Signing Authority Name: Spencer Bowen		Title: Communication & Strategic Policies Manager
Phone: 530.661.5808	Fax: N/A	Email: spencer.bowen@cityofwoodland.org

Project Information:

Project Title: The Woodland Bike Loop		
Brief Project Description: Planning and signage to create and promote a bike loop throughout the City of Woodland.		
Project Category: ☐ Clean Vehicle Technology ☐ Transit Services ☒ Alternative Transportation ☒ Public Information/Education		
Start Date: June 2023	Implementation Date*: Summer 2024	Completion Date: Fall 2024
Project Life**: Indefinite		<i>Not applicable to Public Education/Outreach Projects</i>
* Implementation date is the date that the project will begin it's intended benefit to the community. E.g., school assemblies begin, construction completed, etc. ** Project Life is how long the project will continue to be used. E.g., road/vehicle useful life, etc.		

Funding Information:

Total Project Budget:		
Period: July - December 2023	Activity Description: Sign Design & Contract Fees	\$2,400.00
Period: Spring - Summer 2024	Activity Description: Sign Construction & Implementation	\$8,000.00
Period: Fall 2024	Activity Description: Promotional Materials	\$1,000.00
Period: July-Fall 2024	Activity Description: Personnel & Grant Administration	\$2,000.00
Total Project Amount:		\$13,400.00
Funding Requested:		\$9,900.00

Budget Breakdown:

Expense Type	YSAQMD Funding	Match Funding	Total
Capital	\$9,900.00	\$1,500.00	\$11,400.00
Personnel	\$	\$1,000.00	\$1,000.00
Grant Administration	\$ 0.00	\$1,000.00	\$1,000.00
Total	\$9,900.00	\$3,500.00	\$13,400.00

Source of Matching Funds:	Funding Amount:	Date Funding Available:
General Fund, earmarked for sustainability	\$1,500.00	07/01/2023
Staff time	\$2,000.00	07/01/2023
	\$	

If reduced funding was available, would your project be able to proceed?

Yes



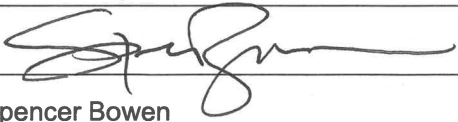
No



If Yes, what is the minimum funding level at which your project could proceed? \$ 8,900.00

This application must be signed by the signing authority listed on this form. By signing this document, you are declaring that:

- All information contained in this document and in any attachment is true, accurate and complete to the best of your knowledge.
- The responsible official has the authority to apply for the grant funds on behalf of the applicant named.
- The applicant agrees to the terms and conditions of the agreement (included in the program information).
- Approved projects cannot be altered in any way without prior approval from the District (see draft agreement).

Signature: 	Date: 05/05/2023
Print Name: Spencer Bowen	

Application Deadline is 4:00 p.m. on Friday, May 5, 2023. Submit completed applications by:

Email: cleanair@ysaqmd.org

Mail: 1947 Galileo Court, Ste. 103, Davis, CA 95618

City of Woodland
Woodland Bike Loop Project



CITY OF
WOODLAND
CALIFORNIA

2023 Clean Air Funds Program

<https://www.ysaqmd.org/incentives/clean-air-funds/>

Yolo-Solano Air Quality Management District

May 5th, 2023

Project Contacts

Spencer Bowen (he/his)
Communication & Strategic Policies Manager
City of Woodland
P: (530) 661-5808
E: spencer.bowen@cityofwoodland.org

Amanda Portier (she/hers)
Program Assistant
City of Woodland
P: (530) 661-5920
E: amanda.portier@cityofwoodland.org

Background

The City of Woodland seeks funding for the Woodland Bike Loop Project to encourage active, sustainable transportation and recreation. The Woodland Bike Loop would create a safe, accessible, and well-marked bicycle route throughout the City of Woodland, with a particular focus on connecting community landmarks – schools, workplaces, and parks. This project involves “Active Transportation” and “Public Education/Information” components through its three phases – planning, construction, and promotion.

The City is committed to expanding safe bike infrastructure to meet sustainability goals and increase recreational opportunities. Recently, the City invested significant time and resources into additional bike pathways, such as the bike and pedestrian bridge over State Route 113 and excellent bike lanes along Gibson and East Main Street, Woodland’s two main arterials. Formal signage and promotion of a local bike loop will help Woodlanders access bicycling amenities and encourage active transit. Feedback gathered during the creation of the City of Woodland’s Active Transportation Plan (currently in progress) and the Local Road Safety Plan (currently being finalized) highlighted three key needs that the Bike Loop will help address:

- Additional, easy-to-access local bike routes
- More awareness of bikeways
- Better maintained bikeways

The City of Woodland requests \$9,900 for the Woodland Bike Loop Project. The total project is anticipated to cost \$13,400, and the city will match up to \$1,500 from General Plan funds earmarked for sustainability spending, and \$2,000 in staff time.

Cost Breakdown

Category	Description	Cost
Sign Construction & Implementation	Directional signage to guide riders on the loop. As recommended by city engineers, one sign will be placed every ½ mile on the loop. Signs are estimated to cost \$500 each.	\$8,000
Design & Contract	As recommended by city staff, fees will total approximately 30% of the total sign costs.	\$2,400

Promotional Materials	Printed maps, flyers, and special events to promote the Woodland Bike Loop.	\$1,000
Personnel & Grant Administration	Staff time dedicated to completing project, and administering grant.	\$2,000
TOTAL:		\$13,400

Although an official route will be determined using data from Woodland’s Active Transportation Plan, we used an 8-mile estimate that would connect several key community landmarks: the brand-new bike and pedestrian overcrossing, recently-expanded bicycle amenities at Spring Lake parks, and the downtown corridor.

Local Benefits

Woodland’s Climate Action Plan (CAP) presents a set of community-generated strategies to guide the city, its residents, and local businesses in reducing greenhouse gas (GHG) emissions consistent with California’s climate change goals. Part of the City’s GHG reduction target will be achieved by reducing conventional vehicle-miles travelled through increasing alternative modes of travel, including active transportation options, such as bicycling.

The Woodland Bike Loop will support the City’s CAP efforts by providing infrastructure that encourages bicycle use as an alternative transportation option and a sustainable recreational activity. The creation and promotion of a bike loop will lead to a reduction of emissions from mobile sources in two ways:

- 1) Users can replace a typical car trip to work, school, or parks with a bike ride on the loop
- 2) Users can use the loop as a sustainable recreational activity

Feedback from our colleagues in Davis concerning their own bike loop confirms the above benefits as well as the ability to promote additional bike-friendly events, such as Davis’ “Loopalooza,” an annual event hosted by the City of Davis in collaboration with Bike Davis to encourage people of all ages to ride their bikes around town.

Implementation

The Woodland Bike Loop project will involve planning and marking a bicycle route throughout the City of Woodland and then encouraging residents to safely use this resource.

The project involves three phases:

- 1) **Planning (July – December 2023):** In concert with the completion of Woodland’s Active Transportation Plan, City staff will create a “Woodland Bike Loop Plan” that details the exact route, signage needs, who will provide the signage (in-house or external vendors), and the timeline for implementation. Development of a bike loop recommendation is included in our Active Transportation Plan consultant’s scope of work, and is projected to be ready before the end of 2023. Based on conversations with city engineers, city staff determined that new signage is the main infrastructure requirement for the bike loop. Signage will be placed along existing city bike paths to create a formal bike loop. City staff will leverage data and community engagement results from the in-progress [Active Transportation Plan outreach](#), and conduct “Bike Loop” specific community engagement at existing community events to determine the best route.
- 2) **Construction (2024 Spring and Summer construction season):** Following the “Woodland Bike Loop Plan,” city staff will execute construction of the bike loop. City staff will direct in-house staff and/or external vendors to create and post permanent signs along the bike loop that will direct users and provide information about the project.
- 3) **Promotion (Fall 2024):** City staff will work with local partners to create public education and information materials to promote the Woodland Bike Loop. To educate the public, City staff will create bike loop promotional materials (maps, flyers, etc.) that will be posted in local businesses, shared directly with school children and parents, included in regular utility bill mailings, and distributed to other community hubs. Local nonprofit The Bike Campaign, an avid supporter of the Bike Loop, has already agreed to partner with City staff to include Bike Loop activities and outreach in their regular education programs in Woodland schools.

The first two phases (planning and construction) fall under the “Active Transportation” category, while the outreach phase falls under the “Public Education/Information” category.

Project Merit

City government colleagues in Davis confirm that the development of a bike loop represents a cost-effective and achievable capital project with myriad long-term benefits. Since-decommissioned “bike counters” confirmed that the 2007 installation of more formal Davis Bike Loop signage and promotion coincided with an uptick in use. Furthermore, recent qualitative and quantitative data showed that the Bike Loop was heavily used during the early days of the pandemic, providing safe and accessible recreation for all ages. Finally, as previously mentioned, the existence of a bike loop allows community partners and the city to use the route as a backbone for existing and new special events and bike-friendly outreach. Existing local cycling initiatives include The Bike Campaign’s school programs, the annual “May is Bike Month” campaign, and the California Honey Festival’s annual 30 Mile Cycle.

The City of Woodland firmly believes that delivering a bike loop in our community will result in commensurate benefits for active transportation, community health, sustainability, and more.

Project Outcomes

The project outcomes will be measured through a variety of quantitative and qualitative metrics including, but not limited to, the following:

Quantitative

- Number of schools the loop connects to
- Number of workplaces the loop connects to
- Number of public parks the loop connects to
- Length of bike loop
- Number of local students that participated in bike loop campaign(s) and special events
- Quantity of users on typical summer weekend and school day (observational survey data)

Qualitative

- Anecdotes from bike loop users
- Interviews with bike community, such as Bike Campaign members

Matching Funds

The City is prepared to match up to \$1,500 with General Fund dollars earmarked for sustainability expenditures, and \$2,000 of staff time.

Applicant History

The City of Woodland has successfully executed four timely projects with Clean Air Funds.

2021: The City of Woodland received \$17,854.78 for the Woodland Regional Park Bike Parking project. Twenty bike racks were installed at the Woodland Regional Park opening up an alternative transportation option to the park.

2018: The City of Woodland received \$19,000 for the Electric Vehicle Charging Infrastructure Project. Two dual Level 2 electric vehicle (EV) charging stations were installed at the Woodland Police Department, as well as infrastructure and equipment that provided capacity for additional EV charging stations.

2017: The City of Woodland received \$6,000 for the Hybrid Light Duty Vehicle Replacement Project. One gasoline-powered vehicle was replaced with one hybrid vehicle in the City's Community Development Department.

2014: Yolo County and the City of Woodland received \$15,000 for the Workplace Charging Partnership Project. A Level 2 EV Supply Equipment station was installed at a central downtown location to meet staff EV charging needs.

Project Summary

This project will supplement recent City investments in bike safety and accessibility while progressing Woodland's CAP goals. Additionally, the bike loop will positively impact the City of Woodland and surrounding region by providing additional alternative transportation and sustainable recreational options. This will increase bike ridership, reduce mobile-source GHG emissions, and demonstrate the City's commitment to sustainable transportation and recreation.

The estimated project cost is \$13,400. The City of Woodland can match up to \$1,500 in General Funds earmarked for sustainability, and \$2,000 in staff time, making our total funding request \$9,900. We thank you for your consideration of the Woodland Bike Loop Project, and look forward to presenting our project to the Yolo Clean Air Funds Committee.

AUG 10 2023

AGREEMENT NO. 23-15

(Agreement Regarding Use of Clean Air Funds)

Agreement between the Yolo-Solano Air Quality Management District and City of Woodland

THIS AGREEMENT ("Agreement") is made effective July 1, 2023 between the Yolo-Solano Air Quality Management District, a public agency of the State of California, (hereinafter referred to as "DISTRICT") and City of Woodland (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, under AB 2766 (Health and Safety Code section 44220 *et seq.*) the DISTRICT has levied a \$4.00 fee on motor vehicles registered within the DISTRICT; and

WHEREAS, pursuant to AB 2766 the monies collected under the motor vehicle fees must be used to reduce air pollution from motor vehicles and for related planning, education, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act; and

WHEREAS, the DISTRICT also receives Solano County Property Tax monies collected from the northeast portion of Solano County and are using these funds toward the Clean Air Funds Program; and

WHEREAS, CONTRACTOR has requested that the DISTRICT provide AB 2766 and/or Solano County Property Tax monies to CONTRACTOR for those project(s) described in Exhibit A, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, CONTRACTOR has represented to the DISTRICT that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described project(s); and

WHEREAS, DISTRICT staff has carefully reviewed the described project(s) and have found them to be within the requirements of the Clean Air Funds Program in that the project(s) are reasonably expected to reduce air pollution from motor vehicles and help in the further implementation of the California Clean Air Act and, on that basis, the Board of Directors of DISTRICT authorized a grant in the amount of \$9,900.00 to CONTRACTOR for the project(s) described in Exhibit A.

NOW THEREFORE, the parties agree as follows;

1. Obligations of CONTRACTOR:

- A. CONTRACTOR shall fully and properly complete the project(s) described in Exhibit A ("PROJECT"), attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.
- B. CONTRACTOR shall update DISTRICT on the status of implementation of PROJECT no later than six (6) months from date of this Agreement and every six (6) months thereafter until PROJECT is completed.
- C. CONTRACTOR shall notify DISTRICT within 30 days following the completion of the project(s) described in Exhibit A, attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.
- D. CONTRACTOR's responsibility and obligations for the PROJECT shall not be assigned to another party unless prior written approval has been received from District per Section 11 below or this Agreement is otherwise amended as prescribed by Section 12.
- E. For projects for which the DISTRICT is not providing complete funding, no later than December 31, 2023, CONTRACTOR shall obtain additional funding commitments to fund the total cost of the PROJECT outlined in

Exhibit A and the Cost Schedule attached hereto as Exhibit B and incorporated herein by this reference. Written evidence of such funding commitments shall be provided to the DISTRICT Air Pollution Control Officer ("APCO"), or designee, in a form satisfactory to the APCO prior to the payment of any DISTRICT grant monies authorized by the DISTRICT Board pursuant to this Agreement. In the event that the requirements of this Paragraph are not met, DISTRICT shall have no obligation to make any payments to CONTRACTOR under this Agreement.

- F. The CONTRACTOR shall include the DISTRICT'S name and logo as sponsor on all public information materials, advertising, signs and displays prepared by CONTRACTOR in conjunction with the PROJECT.
- G. Without cost to DISTRICT, CONTRACTOR shall furnish and, as necessary, obtain all labor, materials, equipment, required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner the PROJECT.
- H. No sooner than twelve (12) months, and no later than eighteen (18) months following the implementation date of the PROJECT, CONTRACTOR shall provide DISTRICT with a final written report containing the information set forth in Exhibit C, attached hereto and incorporated herein by this reference. This final report shall contain such detail as required by the APCO, or designee, and shall include any illustrations and graphs necessary to document the work performed and all reductions of mobile source air pollution emissions resulting from the implementation of the PROJECT.
- I. Failure to provide the final written report by the due date as described in 1.E. above may disqualify CONTRACTOR from receiving future DISTRICT grants funds.


CONTRACTORS' Initials

- J. All unspent grant monies paid to CONTRACTOR at the signing of this Agreement not used by the termination date shall be returned to the DISTRICT with a written report explaining in detail the reason for the unused portion within thirty (30) days of the termination date of this Agreement.


CONTRACTORS' Initials

2. Obligations of DISTRICT:

- A. DISTRICT shall pay CONTRACTOR an amount not to exceed \$9,900.00 in accordance with Exhibit B, subject to all the following limitations and requirements:
 - 1) CONTRACTOR has obtained all the additional funding anticipated by Paragraph 1.B. of this Agreement and provided documentation to DISTRICT.
 - 2) CONTRACTOR has obtained all required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT.
 - 3) Labor, equipment, material, supply costs and other charges are in conformance with requirements of Exhibit B.
 - 4) No component of the monies to be paid by DISTRICT to CONTRACTOR is for grant administration or any interest costs.
 - 5) DISTRICT shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of the PROJECT unless such reimbursement is specifically authorized in Exhibit B.
- B. Except for the payment obligations set forth in Paragraph 2.A. of the Agreement, DISTRICT shall have no other obligations or responsibilities to CONTRACTOR under this Agreement.

3. Term and Termination:

- A. The term of the Agreement is from July 1, 2023 to December 31, 2025 unless terminated earlier as provided below, or extended by an amendment of this Agreement as provided for in Section 12. No work shall commence prior to the Agreement start date, except at CONTRACTOR'S cost and risk, and no charges are

authorized until this Agreement is fully executed. In no event shall the Project Life be less than five (5) years from the end of the project term unless terminated earlier as provided below. The Project Life may also be adjusted by an amendment to this Agreement as provided in Section 12.

- B. It shall be considered a material breach should any party fail to fully comply with their obligations and responsibilities as set forth in this. The non-breaching party shall notify the breaching party in writing of the material breach and request it cured within fifteen (15) calendar days. If the breach is not cured within fifteen (15) calendar days, the non-breaching party may immediately terminate this Agreement by giving written notice to the breaching party. Termination shall not be the exclusive remedy of the non-breaching party. The non-breaching party shall have the right to seek any and all remedies provided by law or equity.
- C. Notwithstanding anything to the contrary in this Agreement, DISTRICT may immediately terminate this Agreement if the DISTRICT Board of Directors or the Air Pollution Control Officer (APCO) determines that CONTRACTOR'S undertaking of the PROJECT directly and significantly jeopardizes the health, safety or welfare of any person.
- D. For terminations prior to the date set in Paragraph 3.A.:
 - 1) Upon termination for reasons other than a breach of CONTRACTOR'S obligations and responsibilities as set forth in this Agreement CONTRACTOR shall be entitled to retain all grant monies used through the effective date of the termination provided that within thirty (30) calendar days of the effective date CONTRACTOR submits to the APCO a satisfactory written report containing the information set forth in Exhibit C along with any unused monies paid to the CONTRACTOR at the signing of this Agreement.
 - 2) If this Agreement is terminated due to a breach by CONTRACTOR of its obligations and responsibilities as set forth in this Agreement, then, within thirty (30) calendar days of the effective date of termination, CONTRACTOR shall repay DISTRICT all grant monies paid to CONTRACTOR by DISTRICT pursuant to this Agreement.

4. Insurance:

- A. Without limiting the obligation of CONTRACTOR to provide indemnification pursuant to Paragraph 5 of this Agreement, CONTRACTOR shall maintain in force at all time during the term of the Agreement and any extensions or modifications thereto, insurance or self-insurance covering its operations and naming DISTRICT as additional insured in the amounts and types of insurance as stated in Exhibit D attached hereto and incorporated herein by this reference.
- B. The APCO is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of this Agreement subject to the concurrence of the Risk Manager of DISTRICT.

5. CONTRACTORS' Responsibilities:

- A. CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.
- B. This Section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. CONTRACTOR and/or SUBCONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- C. Any SUBCONTRACTOR agrees to be bound to the CONTRACTOR and the DISTRICT in the same manner and to the same extent as CONTRACTOR further agrees to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-SUBCONTRACTOR to the extent they apply to the scope of the Sub-SUBCONTRACTOR's work. A copy of this Agreement's Indemnity and Insurance provisions shall be furnished to the SUBCONTRACTOR upon request.
- D. In providing any defense under this Section, CONTRACTOR shall use counsel reasonably acceptable to the District Counsel.

6. Non-discrimination in Services and Benefits: CONTRACTOR certifies that any services provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap in accordance with federal, state, or county regulations or other administrative directives determined by APCO. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap include by are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap of the participants to be served.

7. Notices:

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to DISTRICT and CONTRACTOR at their respective addresses as follows:

To DISTRICT
Yolo-Solano Air Quality Management District
Attn: APCO
1947 Galileo Court, Suite 103
Davis, CA 95618

To CONTRACTOR
City of Woodland
Attn: Spencer Bowen
300 1st Street
Woodland, CA 95695

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines and/or email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers and/or email addresses are used:

To DISTRICT
Fax: (530) 757-3670
Email: Notify@ysaqmd.org

To CONTRACTOR
Fax: N/A
Email: spencer.bowen@cityofwoodland.org

- C. Any party may change the address, facsimile number and/or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

8. Conflict of Interest:

- A. CONTRACTOR shall comply with the laws and regulations of the State of California and District regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of CONTRACTOR'S obligations and responsibilities hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until CONTRACTOR completes performance of the obligations and responsibilities required of it under this Agreement.
- C. CONTRACTOR agrees that if any fact comes to its attention which raises any question as to the applicability of any conflict of interest law or regulation, CONTRACTOR will immediately inform the DISTRICT and provide all information needed for resolution of the question.

9. Status of Contractor:

- A. It is understood and agreed by all the parties hereto that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the DISTRICT and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONTRACTOR hereby indemnifies and holds the DISTRICT harmless from any and all claims that may be made against the DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the DISTRICT to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by federal and state laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

10. Records:

- A. CONTRACTOR shall maintain complete and accurate work performance records concerning the PROJECT, the time periods for the completion of the PROJECT and the identity of all person(s) employed in the completion of the PROJECT.
- B. CONTRACTOR shall make such records available for inspection by authorized representatives of DISTRICT at any reasonable time during the performance of this Agreement and for four (4) years from and after the date of final payment.
- C. At least thirty (30) calendar days prior to any destruction of these records at any time CONTRACTOR shall notify the DISTRICT. Upon such notification, the DISTRICT shall either agree to the destruction or authorize the records to be forwarded to the DISTRICT for further retention.

11. Assignment: This Agreement is not assignable by CONTRACTOR in whole or in part without the express written consent of the APCO. In addition, CONTRACTOR shall not subcontract any portion of the obligations or responsibilities of the Agreement, including the performance of the PROJECT, without the express written consent of the APCO. If any portion of the services required of CONTRACTOR is assigned or subcontracted, the assignor(s) and/or subcontractor(s) shall maintain the same insurance as required of CONTRACTOR by the Agreement. CONTRACTOR shall be fully responsible to DISTRICT for all work undertaken by subcontractors.

12. Amendment: This Agreement may be amended only by written instrument signed by the DISTRICT and CONTRACTOR.

- 13. Waiver:** The waiver by the DISTRICT or any of its officers, agents or employees or the failure of the DISTRICT or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of the Agreement shall not be deemed to be a waiver of such obligations or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement. All conditions, covenants and obligations continue to apply no matter how often DISTRICT may choose to excuse a failure to perform them.
- 14. Applicable Laws:** In the performance of the services required by this Agreement, CONTRACTOR shall comply with all applicable federal, state, and DISTRICT statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California State court located in Woodland, California.
- 15. Disputes:** Any dispute arising under this Agreement shall be decided by the APCO who shall put his or her decision in writing and mail a copy thereof to the address for the notice to CONTRACTOR. The decision of the APCO shall be final unless, within thirty (30) days from the date such copy is mailed to CONTRACTOR; CONTRACTOR appeals the decision in writing to the DISTRICT Board of Directors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting CONTRACTOR'S position. In connection with any appeal proceeding under this paragraph, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the DISTRICT Board at a regular Board meeting. Pending a final decision of the dispute, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the APCO's decision. The decision of the DISTRICT Board of Directors on the appeal shall be final for purposes of exhaustion of administrative remedies.
- 16. Covenant Against Contingent Fees:** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 17. Public Records Act:** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.
- 18. Statutory Limitations:** This Agreement and any payments to CONTRACTOR hereunder are subject to the provisions and limitations imposed by the Health and Safety Code, including Section 44220, on the use of funds received as a result of the State Department of Motor Vehicles surcharge, and on any limitations on the use of AB 8 funds. DISTRICT shall have no liability for payment of any monies that are found to be in contravention of the Health & Safety Code. CONTRACTOR shall reimburse DISTRICT for any monies paid by DISTRICT to CONTRACTOR under this Agreement which are found to be in contravention of the Health & Safety Code or AB 8.
- 19. Authorized Representative:** The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that he or she has the requisite legal authority to enter into this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of CONTRACTOR and CONTRACTOR understands that the DISTRICT is relying on this representation in entering into this Agreement.
- 20. Captions:** The title and captions of this Agreement are added for convenience only, and shall not constitute part of this Agreement.
- 21. Additional Provisions:**
- A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both.

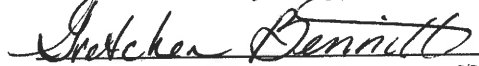
B. Except where specifically stated otherwise in this document, the promises in this Agreement benefit the DISTRICT and CONTRACTOR only. They are not intended to, nor shall they be interpreted or implied to, give any enforcement rights to any other persons (including corporate) which might be affected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

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

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

"DISTRICT"

Yolo-Solano Air Quality Management District



By Gretchen Bennitt, Executive Director/APCO

"CONTRACTOR"

City of Woodland



By Spencer Bowen

EXHIBIT A
Work Statement

Planning and signage to create and promote a bike loop throughout the City of Woodland. All changes to the PROJECT after application approval must have prior written approval by the District before the PROJECT begins.

EXHIBIT B Cost Schedule

Applicant: City of Woodland

Budget:	Total Project Amount:	\$ <u>13,400.00</u>
	Amount Awarded by YSAQMD:	\$ <u>9,900.00</u>

Project Title: The Woodland Bike Loop

Project Timeline:	Proposed Start Date:	<u>August 1, 2023</u>
	Implementation Date:	<u>June 1, 2024</u>
	Proposed End Date:	<u>October 1, 2024</u>
	Final Report Due:	<u>December 30, 2024</u>
	Project Life (years):	<u>20</u>

Activity Description Breakdown – Total Project Amount (By period/expense)

1.	Period 08/23 to 12/23 Activity Description: Sign design	\$ <u>2,400.00</u>
2.	Period 03/24 to 08/24 Activity Description: Sign Construction & Implementation	\$ <u>8,000.00</u>
3.	Period 08/24 to 10/24 Activity Description: Promotion & Education	\$ <u>1,000.00</u>
4.	Period 08/24 to 12/24 Activity Description: Personnel & Grant Admin	\$ <u>2,000.00</u>
TOTAL		\$ <u>13,400.00</u>

Total Budget Breakdown:

	YSAQMD Grant	Other Match	Total
Capital	\$ <u>9,900.00</u>	\$ <u>1,500.00</u>	\$ <u>11,400.00</u>
Personnel	\$ <u>0.00</u>	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
Grant Administration	\$ XXXXXXXXX	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
Totals	\$ <u>9,900.00</u>	\$ <u>3,500.00</u>	\$ <u>13,400.00</u>

EXHIBIT C

Final Report Format

The general format for the final report should include the following items as detailed below. The final report may be emailed, faxed or returned by hard copy to the attention of Clean Air Funds, and is due within ninety (90) days following one full year of implementation of the project as described in Exhibit A or within thirty (30) days should this Agreement be terminated prior to the termination date set in Paragraph 3.A. Failure to provide the final report by the due date may disqualify the CONTRACTOR from receiving future DISTRICT grant funds.

1. Cover/Title Page/Agreement Number
2. Table of Contents – If necessary for text, tables, figures, photos, etc.
3. PROJECT Description as Implemented – Describe PROJECT, outlining why it was done, including scope and duration, details of execution.
4. Copies of Paid Invoices

Note: After the final report is submitted to the District, staff will conduct a performance evaluation on the PROJECT, which may include an on-site inspection.

In addition to the general format, the following items should be included for the specific category as listed below:

ALTERNATIVE FUEL INFRASTRUCTURES

Infrastructure/Fueling Facilities

1. Describe any implementation problems.
2. Provide breakdown of PROJECT staff time if District funds were used for this purpose.
3. Provide copies of invoices, purchase orders, and agreement number.
4. Describe any PROJECT scope changes from original application along with written approval from DISTRICT permitting these changes. This includes construction bid changes and whether or not this resulted in a surplus or deficit of funds.
5. Provide amount of matching funds used and specify sources.
6. Provide estimated PROJECT life.
7. Provide any PROJECT OUTCOMES.

Clean Technologies/Low Emission Vehicles

1. Describe any implementation problems.
2. Provide breakdown of PROJECT staff time if the District provided funds for this purpose.
3. Provide copies of invoices, purchase orders, and agreement number.
4. Describe any PROJECT scope changes from original application along with written approval from DISTRICT permitting these changes. This includes construction bid changes and whether or not this resulted in a surplus or deficit of funds.
5. Provide amount of matching funds used and specify sources.
6. Provide estimated PROJECT life in years.
7. Provide annual vehicle miles.
8. The following information is required for clean fuel vehicle projects that have received more than \$10,000 in District Clean Air Funds:
 - a. Provide actual emission reductions: ROG, NOx, PM-10. List data sources, assumptions and methodologies used.
 - b. Cost information:
 - Provide capital costs (equipment, infrastructure)
 - Provide operating costs (fuel, labor, maintenance)
 - Total project cost
9. Provide any PROJECT OUTCOMES.

ALTERNATIVE TRANSPORTATION PROGRAM

1. Provide the total trip reductions and reductions in vehicle miles traveled (VMT) if applicable – list data sources, assumptions and methodologies used to determine travel reductions.
2. Describe any implementation problems.

3. Provide breakdown of PROJECT staff time if District funds were used for this purpose.
4. Provide copies of invoices, purchase orders, and agreement number.
5. Describe any Project scope changes from original application along with written approval from DISTRICT permitting these changes
6. Provide amount of matching funds used and specify sources.
7. Provide estimated project life in years.
8. Provide any PROJECT OUTCOMES.

TRANSIT SERVICES

1. Describe any implementation problems.
2. Provide breakdown of PROJECT staff time if District funds were used for this purpose.
3. Provide copies of invoices, purchase orders, and agreement number.
4. Describe any Project scope changes from original application along with written approval from DISTRICT permitting these changes.
5. Provide amount of matching funds used and specify sources.
6. Provide PROJECT life in years.
7. Provide daily ridership of the new service, total trip reductions and reductions in vehicle miles traveled (VMT) if applicable – list data sources, assumptions and methodologies used to determine travel reductions.
8. The following information is required for transit service projects that have received more than \$10,000 in District Clean Air Funds:
 - a. Provide actual emission reductions: ROG, NOx, PM-10 – List data sources, assumptions and methodologies used.
 - b. Cost information:
 - Provide capital costs (equipment, infrastructure)
 - Provide operating costs (fuel, labor, maintenance)
 - Total PROJECT cost
9. Provide any PROJECT OUTCOMES.

PUBLIC EDUCATION/INFORMATION

1. Describe the target audience including city, county, age group, and schools, if applicable.
2. What was the message that was delivered to the target audience? If so, please specify.
3. Did the message target specific behavioral changes to reduce emissions and did that message reach its audience? Please document.
4. Did the PROJECT have an evaluation component analyzing if and how well the message was received? Please explain the evaluation component and include any documentation.
5. Based on the evaluation component, did the target audiences' attitude and/or behavior change as a result of hearing or seeing the message? Did a behavioral change assist in or directly cause emissions reductions? If so, explain how?
6. Include survey form to be used to document behavioral changes during and after the program.
7. Provide an estimate of the number of individuals served by the program.
8. Provide breakdown of PROJECT staff time if District funds were used for this purpose.
9. Provide copies of the invoices, purchase orders, and agreement number.
10. Describe any PROJECT scope changes from original application along with written approval from DISTRICT permitting these changes.
11. Provide amount of matching funds used and specify sources.
12. Provide samples of all printed material, posters, press releases or any medium used to educate or inform.
13. What was the program life (the time frame of the PROJECT)?
14. Provide any PROJECT OUTCOMES.

EXHIBIT D
Insurance Requirements

CONTRACTOR shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and/or original endorsement(s) and/or insurance binder(s) affecting coverage required below. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to affect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If CONTRACTOR provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess where he finds that sufficient coverage will not be afforded to the DISTRICT.

During the term of the Agreement, CONTRACTOR shall, at its sole expense, obtain and maintain in full force I.A or I.B below. The type and limits of liability requirements are as follows:

1. A. COMMERCIAL/GENERAL LIABILITY:

Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Complete Operations.

"Claims made" policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

B. BUSINESS AUTOMOBILE LIABILITY:

Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If CONTRACTOR has no owned automobiles, then only hired and non-owned automobile coverage is required.

Minimum Limits: \$1,000,000 per occurrence for bodily injury or property damage, combined single limit.

C. Public Entities/Self-Insured Status: CONTRACTOR shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence.

2. Workers' Compensation and Employers Liability: CONTRACTOR shall carry full Workers' Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this contract, in accordance with the "Workers' Compensation and Insurance Act," Division statutory limits will apply. If CONTRACTOR has no employees, no Workers' Compensation coverage is required. If CONTRACTOR hires subcontractors to perform under this agreement, the CONTRACTOR shall assure that the subcontractor carries Workers' Compensation insurance for all of its employees, who are required to be covered by applicable law...

3. Notice of Cancellation: Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten (10) days prior written notice of cancellation for non-payment of CONTRACTOR'S insurance premium is permissible.

4. Additional Insured: It is mandatory that all of the above insurance policies (except Workers' Compensation) shall include the DISTRICT as additional insured. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

5. In addition, it is understood and agreed that the following be made a part of the Agreement.

A. Excess/Umbrella: An excess policy or an umbrella policy (following form) may be utilized to meet the above required limits of liability.

- B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general limit, then the general aggregate limits must be a multiple of the per occurrence limits.
- C. **Contractors' Insurance as Primary:** The CONTRACTOR'S insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the CONTRACTOR'S insurance and shall not contribute with it.
- D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.
- E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT'S Risk Manager.

THANK YOU!

- SPENCER & AMANDA
CITY OF WOODLAND



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.9
SUBJECT: Sprouts Farmers Market Offsite Improvement Project, Contract Amendment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$53,002 for a total agreement amount of \$173,594 and authorize the City Manager to execute the amendment.

Staff Contact:

Miguel Chavez, Sr. Construction Project Manager – (530) 661-5952,
miguel.chavez@cityofwoodland.org

Fiscal Impact:

Construction management and inspection of the Sprouts Farmers Market Offsite Improvements are funded entirely by the developer through a developer deposit account set up for the purpose of paying the City's costs to inspect the required public improvements.

There is no impact to the general fund.

Background:

On July 7, 2020, the City Council approved the Conditional Use Permit (CUP) for the Woodland Storage Development project. On October 10, 2022, a CUP Modification was approved to add the commercial property fronting on E. Main Street for development of the Sprouts Farmers Market.

The developer is required to complete certain public improvements to support the project, which the City will accept once completed. Therefore, a professional services agreement to inspect the public improvements was required to ensure construction is completed per City standards. Construction of the project began in October 2022. Upon review of the City's short list of approved firms, Associated Engineering Consultants, Inc. (AEC) was selected as the most qualified to provide construction management and inspection services for this project.

Discussion:

The original contract for construction management and inspection was executed with AEC on September 24, 2021 for an amount not to exceed \$120,592.00. Construction of the required offsite improvements has now exceeded 14 months and construction is expected to continue into next year. An amendment is required to complete construction management and inspection of the required offsites, which includes microsurfacing and striping of the road and other miscellaneous construction improvements.

The recommended action to execute the amendment to the professional services agreement will allow construction management and inspection to continue through the completion of the required public improvements.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to

the professional services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$53,002 for a total agreement amount of \$173,594 and authorize the City Manager to execute the amendment.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
APPROVING AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
SERVICES FOR CONSTRUCTION MANAGAMENT AND INSPECTION OF THE
SPROUTS FARMERS MARKET OFFSITE IMPROVEMENT PROJECT**

WHEREAS, On July 7, 2020, City Council approved the Conditional Use Permit for the Woodland Storage Improvement project, and on October 10, 2022, a CUP Modification was approved to add the commercial property fronting on E. Main Street for development of the Sprouts Farmers Market; and

WHEREAS, the Sprouts Farmers Market offsite improvements have been in construction since October 2022; and

WHEREAS, the original contract with Associated Engineering Consultants (AEC) was for \$120,592.00 and Amendment #1 is for \$53,002.00 for a contract total of \$173,594.00; and

WHEREAS, the City desires to continue to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

WHEREAS, the City Council wishes to approve Amendment #1 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 the Amendment to the Agreement for Professional Construction Management & Inspection Services with AEC and authorizes and directs the City Manager to execute the Amendment in the amount of \$53,002.00 for a total contract amount of \$173,594.00. 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 2. Copies of Amendment #1 are available and on file in the City Clerk's office, and are incorporated herein by reference and made part of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of City Council held on the 5th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.10
SUBJECT: Staybridge Suites Offsite Improvement Project,
Contract Amendment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$58,419.50 for a total agreement amount of \$194,409.50 and authorize the City Manager to execute the amendment.

Staff Contact:

Miguel Chavez, Sr. Construction Project Manager – (530) 661-5952,
miguel.chavez@cityofwoodland.org

Fiscal Impact:

Construction management and inspection of the Staybridge Suites Offsite Improvements are funded entirely by the developer through a developer deposit account set up for the purpose of paying the City's costs to inspect the required public improvements.

There is no impact to the general fund.

Background:

On August 12, 2019, the Zoning Administrator approved the Zoning Administrator Permit for the Staybridge Suites development project. The developer is required to complete certain public improvements to support the project, which the City will accept once completed. Therefore, a professional services agreement to inspect the public improvements was required to ensure construction is completed per City standards. Construction of the project began in February 2022. Upon review of the City's short list of approved firms, Associated Engineering Consultants, Inc. (AEC) was selected as the most qualified to provide construction management and inspection services for this project.

Discussion:

The original contract for construction management and inspection was executed with AEC on February 1, 2022, for an amount not to exceed \$40,990. In September 2023, Council approved Amendment #1 which was executed in the amount of \$95,000. Construction of the required offsite improvements has now exceeded 22 months and construction is expected to continue into next year. An amendment is required to complete construction management and inspection of the required offsites that include microsurfacing and striping of the road and water utility and landscaping improvements.

The recommended action to execute the amendment to the professional services agreement will allow construction management and inspection to continue through the completion of the required public improvements.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with

Associated Engineering Consultants, Inc. in the amount of \$58,419.50 for a total agreement amount of \$194,409.50 and authorize the City Manager to execute the amendment.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
APPROVING AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
SERVICES FOR CONSTRUCTION MANAGAMENT AND INSPECTION OF THE
STAYBRIDGE SUITES OFFSITE IMPROVEMENT PROJECT**

WHEREAS, On August 12, 2019, the Zoning Administrator approved the Zoning Administrator Permit for the Staybridge Suites Project; and

WHEREAS, the Staybridge Suites offsite improvements have been in construction since February 2022; and

WHEREAS, the original contract with Associated Engineering Consultants(AEC) was for \$40,990 and Amendment #1 was for \$95,000 and Amendment #2 is for \$58,419.50 for a contract total of \$194,409.50; and

WHEREAS, the City desires to continue to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

WHEREAS, the City Council wishes to approve Amendment #2 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 the Amendment to the Agreement for Professional Construction Management & Inspection Services with AEC and authorizes and directs the City Manager to execute the Amendment in the amount of \$58,419.50 for a total contract amount of \$194,409.50. 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 2. Copies of Amendment #2 are available and on file in the City Clerk's office, and are incorporated herein by reference and made part of this Resolution.

PASSED APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of City Council held on the 5th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: G.11
SUBJECT: Approval of Landscape Maintenance 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 Landscape Maintenance Agreement with the State of California Department of Transportation (Caltrans) regarding interchange modifications at the SR-113 NB off-ramp at Gibson Road, CIP 19-13, and authorizing the Mayor and City Manager to sign the Agreement on behalf of the City.

Staff Contact:

Diana Ayon, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@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 (Fund 582). The agreement specifies the assignment of responsibilities between the City and Caltrans. There are no additional financial obligations to Caltrans. The Spring Lake Lighting and Landscaping fund will pay for maintenance of these improvements.

There is no impact to 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 streetlights along Gibson Road are also included with the design. The 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.

Caltrans has delegated CEQA responsibilities to the City as the Lead agency for the entire project. Caltrans will remain 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.

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 Landscape Maintenance Agreement with the State to identify the City's maintenance responsibilities of the new improvements. Execution of the maintenance agreement is required to receive the encroachment permit and authorization to begin construction on any part of the Gibson

Road at SR-113 Interchange Modification Project.

Staff anticipates finalizing the project design and bidding on the project in winter of 2024 for a construction start date of spring of 2024. Staff is recommending that the agreement be adopted now so that the City can get an encroachment permit with Caltrans as soon as possible.

Conclusion:

Staff recommends that the Council adopt Resolution No. ____, approving the Landscape Maintenance Agreement with the State of California Department of Transportation (Caltrans) regarding interchange modifications at the SR-113 NB off-ramp at Gibson Road, CIP 19-13, and authorizing the Mayor and City Manager to sign the Agreement on behalf of the City.

Prepared by: Diana Ayon, Senior Associate Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Landscape Maintenance Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A LANDSCAPE MAINTENANCE 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, Caltrans requires the City to enter into a Landscape Maintenance Agreement for improvements across their right of way before the City can obtain an encroachment permit from Caltrans and obtain authorization to proceed with construction; and

WHEREAS, the City wishes to approve the Landscape Maintenance Agreement with the State Department of Transportation through the adoption of this Resolution.

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

Section 1. The City Council hereby approves and authorizes the Mayor and City Manager to Execute the Landscape Maintenance Agreement with the State of California Department of Transportation, 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, APPROVED AND ADOPTED by the City Council of the City of Woodland held at a regular meeting of the City Council held on the 5th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**LANDSCAPE MAINTENANCE AGREEMENT
WITH THE CITY OF WOODLAND**

This Landscape Maintenance Agreement "AGREEMENT" is made effective this ____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Woodland; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Encroachment Permit Number _____.
2. This AGREEMENT addresses CITY's responsibility for the curb and gutter, sidewalk, curb ramps, crosswalk striping, landscaping, street lights, and weed removal (collectively the "IMPROVEMENTS") placed within State Highway right of way on State Route 113, as shown on Exhibit A, attached to and made a part of this AGREEMENT.
3. Maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of IMPROVEMENTS as shown on said Exhibit "A."
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this AGREEMENT.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this AGREEMENT will be required.

6. CITY agrees, at CITY expense, to do the following:
 - 6.1. CITY will MAINTAIN or have authorized licensed contractor with appropriate class of license in the State of California, to MAINTAIN IMPROVEMENTS conforming to those plans and specifications (PS&E) pre-approved by STATE. CITY will have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way.
 - 6.1.1. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this AGREEMENT prior to the start of any work within STATE's right of way.
 - 6.2. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this AGREEMENT.
 - 6.2.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 6.2.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 6.2.3. To expeditiously MAINTAIN, replace, repair or remove from service any IMPROVEMENTS system component that has become unsafe or unsightly.
 - 6.3. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.
 - 6.4. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 6.5. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form

LA17) to the STATE to: District 3 Maintenance at 703 B Street, Marysville, CA 95901.

- 6.6. CITY shall ensure IMPROVEMENTS within the AGREEMENT limits provide an acceptable walking and riding surface, and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the IMPROVEMENTS in an expeditious manner.
- 6.7. To MAINTAIN all parking or use restrictions signs encompassed within the area of the IMPROVEMENTS.
- 6.8. To remove IMPROVEMENTS and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this AGREEMENT is terminated as set forth herein.
7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this AGREEMENT.
8. STATE shall Issue encroachment permits to CITY at no cost to it.
9. CITY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Locations shown in Exhibit A, subject to applicable State and Federal law.
- 9.1. Nothing in this AGREEMENT grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations in shown in Exhibit A.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

- 10.1. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT, or affect the legal liability of either PARTY to this AGREEMENT by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

10.2. If during the term of this AGREEMENT, CITY should cease to MAINTAIN the IMPROVEMENTS to the satisfaction of STATE as provided by this AGREEMENT, STATE may either undertake to perform that MAINTENANCE on behalf of CITY

at CITY's expense or direct CITY to remove or itself remove IMPROVEMENTS at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing IMPROVEMENTS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

10.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

10.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

10.5. PREVAILING WAGES:

10.5.1. Labor Code Compliance – If the work performed under this AGREEMENT is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor

Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in

its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 10.5.2. Requirements in Subcontracts – CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this AGREEMENT is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

11.INSURANCE

- 11.1. SELF-INSURED – CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the IMPROVEMENTS location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.
- 11.2. SELF-INSURED using Contractor – If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this AGREEMENT.

12. **TERMINATION** – This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT at any time with or without cause.
13. **TERM OF AGREEMENT** – This AGREEMENT shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.
14. **SUCCESSORS** – This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the CITY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the CITY by entering into a new agreement with STATE, CITY shall continue to be contractually bound by the terms of this AGREEMENT.
15. **COUNTERPARTS** – This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
16. **ELECTRONIC SIGNATURES** – Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF WOODLAND

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairman

Initiated and Approved

By: _____
City Manager

By: _____
Deputy District Director
Maintenance District 03

ATTEST:

By: _____
City Clerk

By: _____
City Attorney

EXHIBIT B – STATEMENT OF SELF INSURANCE FOR CITY OF WOODLAND

California Department of Transportation
703 B Street
Marysville, CA 95901

_____20____

ATTN: Gary Dekens, District 3 Maintenance Project Delivery Liaison

CITY OF WOODLAND
Department of Finance

RE: Statement of Self Insurance for City of Woodland ("CITY") Related to Maintenance Agreement with the State of California, acting by and through the Department of Transportation, ("STATE") for improvements along STATE Route 113 in the County of Yolo Between Post Mile R9.19 and Post Mile 9.23, MA - City of Woodland-03-YOL-113-PM R9.19 – PM R9.23 ("Maintenance Agreement").

Dear Mr. Dekens,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 11 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

FINANCE MANAGER

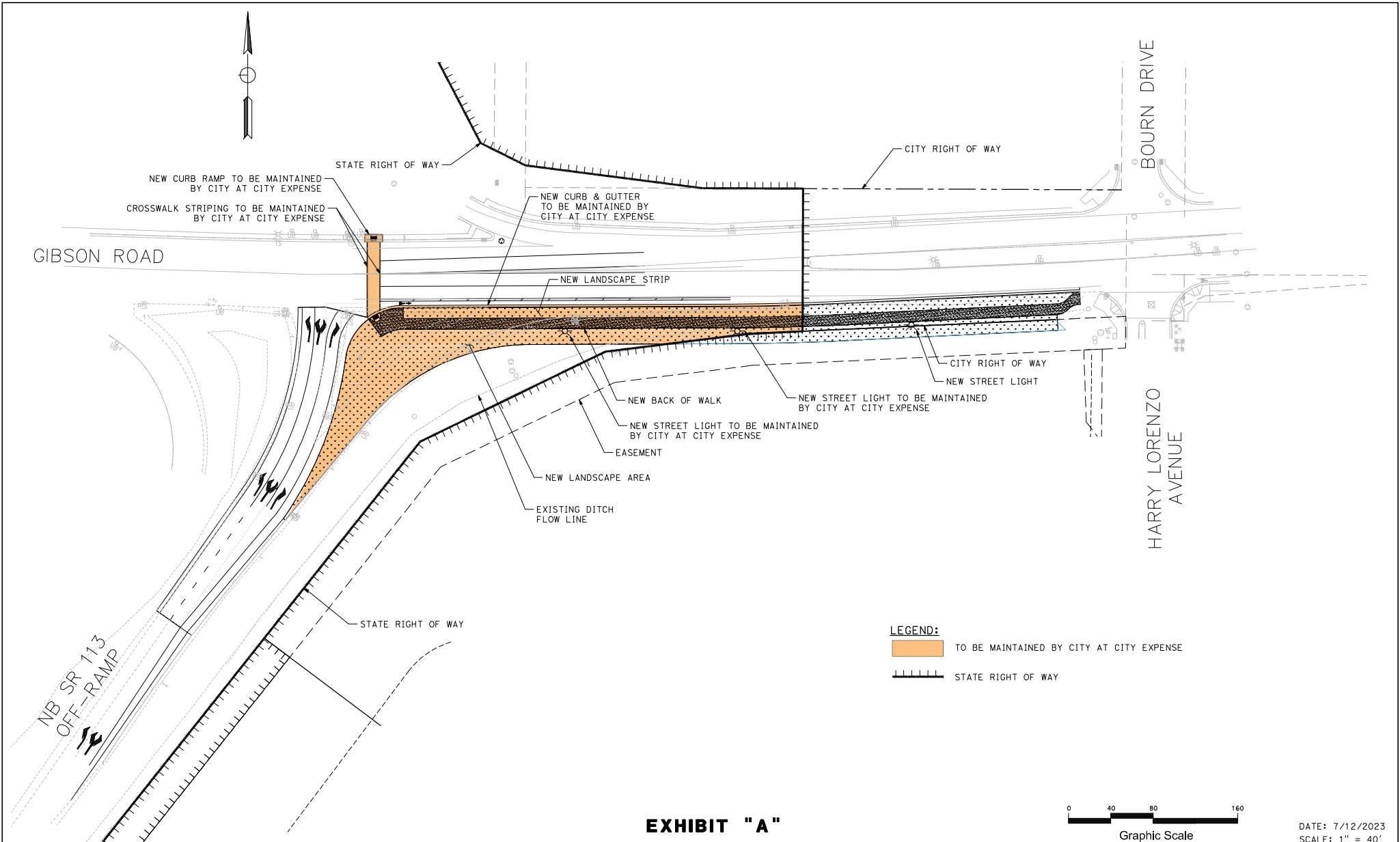
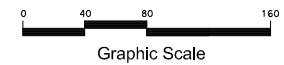


EXHIBIT "A"



DATE: 7/12/2023
SCALE: 1" = 40'



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 5, 2023
ITEM #: H.12
SUBJECT: Fire Department Strategic Plan

Recommendation for Action: Staff recommends that the City Council receive a presentation on the Woodland Fire Department's 2023-2028 Strategic Plan.

Staff Contact:

Eric Zane, Fire Chief, (530) 661-5860, Eric.Zane@cityofwoodland.org

Council Goals:

Woodland Fire Department's 2023-2028 Strategic Plan advances key initiatives called for within the Strengthen Public Safety & Infrastructure Goal of the City Council Priority Goals & Strategic Plan; including updating the Fire Department Strategic plan and evaluating service delivery models to inform future fire station facility planning.

Background:

In May of this year, Chief Zane collaborated with the strategic planning consulting firm, Fitch and Associates, orchestrating a series of stakeholder sessions. These included an external stakeholder engagement session, followed by two internal sessions, ultimately laying the foundation for the strategic plan. Out of this concerted effort, three primary strategic objectives emerged:

- Enhancing prevention efforts before and protection during emergencies
- Addressing the escalating service demands in the years ahead
- Effectively communicating our services and value to the community

These objectives are thoughtfully gauged through specific outcomes, each backed by supporting goals. Staff and the consultant will provide the Council with a presentation on the process used to develop the new Strategic Plan, the key insights gained through the engagement sessions, the primary elements of the new Plan, and how the Plan will inform operations and planning for the Department over the next 5 years. Additionally, as an integral step in our strategic planning, Fitch and Associates is also conducting a thorough Geographic Information System (GIS) review of station deployment, both present and future. Upon its completion in early 2024, staff will provide Council with a comprehensive presentation of this analysis which will be used to inform the advancement of the new station planned at Bourn Drive and Gibson Road.

Conclusion:

Staff recommends that the City Council receive a presentation on the Woodland Fire Department's 2023-2028 Strategic Plan.

Prepared by: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. Woodland Fire Department Strategic Plan



STRATEGIC PLAN

2023-2028

Woodland Fire Department
Woodland, CA

Prepared by:



FITCH & ASSOCIATES, LLC

Table of Contents

EXECUTIVE SUMMARY----- 3

PURPOSE OF STRATEGIC PLANNING----- 4

STRATEGIC PLANNING STAKEHOLDERS----- 5

METHODOLOGY ----- 6

GOVERNANCE ----- 7

FIRE DEPARTMENT HISTORY AND OVERVIEW ----- 7

AGENCY MISSION, VISION, VALUES----- 11

AGENCY STATUS ANALYSIS ----- 12

STRATEGIC OBJECTIVES AND OUTCOMES----- 14

How Do We Continue to Improve on Protecting Lives, Property and the Environment Before and During Emergency Events? ----- 15

How Do We Meet the Increases in Service Demands Over the Coming Years? ----- 19

How Do We Better Explain Our Services and Demonstrate Our Value to Our Community? ----- 21

EXECUTIVE SUMMARY

Fitch & Associates, LLC was contracted by the City of Woodland Fire Department (WFD) to provide a facilitated strategic planning process. The process included three days of onsite meetings with the Fire Chief, agency support staff, and community stakeholders between May 3 and 5 2023. On May 3rd, the agency hosted a “town hall” style meeting where a twenty-two-member group of internal and external stakeholders completed a strategic visioning process. The process included a review of the value of strategic planning; a review of the community stakeholders’ perception of the Woodland Fire Department; an analysis of the agency’s strengths, weaknesses, opportunities, and challenges (SWOC); an introduction to the Commission on Fire Accreditation International fire agency accreditation process; plus, a review of the agency’s desired strategic planning statements for final inclusion into a strategic plan. At the conclusion of the process, the stakeholders derived three key themes:

1. How do we continue to improve on saving lives, property, and the environment during and prior to emergency events?
2. How do we meet the increasing service demands over the coming years?
3. How do we better explain our services and demonstrate our value to our community?

From these key themes, members of the agency’s command, line and administrative staff developed a list of 10 strategic objectives, 13 outcome measurements and 58 unique supporting goals to prepare the Woodland Fire Department to meet the needs and expectations of their community and to communicate performance and progress in a way that would be easily understood by the community.

PURPOSE OF STRATEGIC PLANNING

Strategic planning is an intentional process by which an agency or organization surveys the industry trends; evidence-based practices; the customer's needs and wants; the current and future available resources, and the current and future capabilities of the agency to determine performance gaps. Once these gaps are identified, the agency can then determine organizational objectives, supporting goals and critical tasks necessary to close or eliminate the performance gaps. At the completion of the process, the agency will possess a planning document that helps better focus organizational resources towards measurable outcomes to maximize departmental efficiency and effectiveness. The process of strategic planning also provides additional value when a broad array of stakeholders come together to develop consensus on organizational performance gaps and potential solutions. The effectiveness of the team is enhanced through the power of shared vision and goals.



STRATEGIC PLANNING STAKEHOLDERS

External Stakeholders	Internal Stakeholders
Al Eby, Woodland Hoteliers Group / Downtown	Ryan Morrison, Firefighter
Sylvina Frausto, Community Member	Shawn Allen, Captain
Mayor Vicky Fernandez, Council Member	Nicole Herrera, Engineer
Rich Lansburgh, Council Member	Trevor Moureaux, Engineer
Ken Hiatt, City Manager	Greg Russell, Captain
Gena Bravo, Woodland Memorial Hospital CEO	Jim Dahl, Battalion Chief
Supervisor Angel Barajas, Yolo County BOS	Erik Komula, Battalion Chief
Chad Henderson, Communicare	Kevin Kanzler, Battalion Chief
Douglas Brimm, Yolo Emergency Medical Services Agency	Eric Zane, Fire Chief
	Daniel Rangel, Firefighter
	Dana Carey, Fire Marshal
	Morgan Sanchez, Community Risk Reduction Specialist

“From outside the fire service looking in, you can never really understand it. From inside the fire service looking out, you can never really explain it” ~ Unknown

METHODOLOGY

Fitch & Associates, LLC was contracted by the City of Woodland Fire Department (WFD) to provide a facilitated strategic planning process. The process included three days of onsite meetings with the Fire Chief, agency support staff, and community stakeholders between May 3 and 5 2023. On May 3rd the agency hosted a “town hall” style meeting where a twenty-two-member group of internal and external stakeholders completed a strategic visioning process. The process included a review of the value of strategic planning; a review of the community stakeholders’ perception of the Woodland Fire Department; an analysis of the agency’s strengths, weaknesses, opportunities, and challenges (SWOC); an introduction to the Commission on Fire Accreditation International fire agency accreditation process; plus, a review of the agency’s desired strategic planning statements for final inclusion into a strategic plan. At the conclusion of the process, the stakeholders derived three key themes:

1. How do we continue to improve on saving lives, property, and the environment during and prior to emergency events?
2. How do we meet the increasing service demands over the coming years?
3. How do we better explain our services and demonstrate our value to our community?

From these key themes, members of the agency’s command, line and administrative staff developed a list of strategic objectives, outcome measurements and unique supporting goals to prepare the Woodland Fire Department to meet the needs and expectations of their community and to communicate performance and progress in a way that would be easily understood by the community.

A draft of the proposed strategic plan was provided to the agency to review for errors of fact prior to publishing. The final report also included an internal progress tracking spreadsheet.

GOVERNANCE

Woodland was incorporated as a general law city, governed by a five-member council, with the mayor serving as presiding officer. The mayor and four council members are elected officials, serving four-year terms. The council rotates the mayor and mayor pro tem positions on an annual basis. Day to day, the city is run by a city manager, and has 324 staff positions, including 52 fire department staff.



FIRE DEPARTMENT HISTORY AND OVERVIEW

Today the Woodland Fire Department is a full-service career department providing fire suppression, emergency medical services (EMS), fire prevention, confined space rescue, high angle rescue, hazardous materials, and technical rescue services.

Woodland Hook & Ladder Company

The origins of organized fire protection in Woodland can be traced to a series of fires in the late 1860s, which focused the attention of the community on the dangers of the "fiery element".

A group of interested citizens joined together to create "some kind of Fire Department". Their efforts resulted in the formation of the Woodland Hook and Ladder Company in August of 1870. Members of this group pulled their ladder wagon to fires and used buckets to apply water to the fire. This method was frequently ineffective in stopping the spread of flames, but the ladders allowed Ladder Company members to assist in removing contents from the homes before they were destroyed.

Woodland Fire Department

Citizens soon decided that they needed a fire engine to assist their efforts so the City ordered a new steam fire engine. In May of 1875, the Woodland Fire Department was re-organized to include the Hook and Ladder Company and the newly formed Engine and Hose Company, both to serve under one Chief. In April of 1876, the new steamer arrived along with a hose cart and 500 feet of hose. With the addition of this equipment, the City had achieved a level of protection that would remain essentially unchanged until the 1920's.

The Woodland Fire Department entered the modern age of fire protection in 1924 when it took delivery of two brand new American LaFrance motorized fire engines. It was also during this time that firefighters were beginning to utilize more scientific methods in fire extinguishment, fire investigation, and fire prevention. As Woodland grew, so did the Fire Department, in size, and in its ability to handle larger incidents.



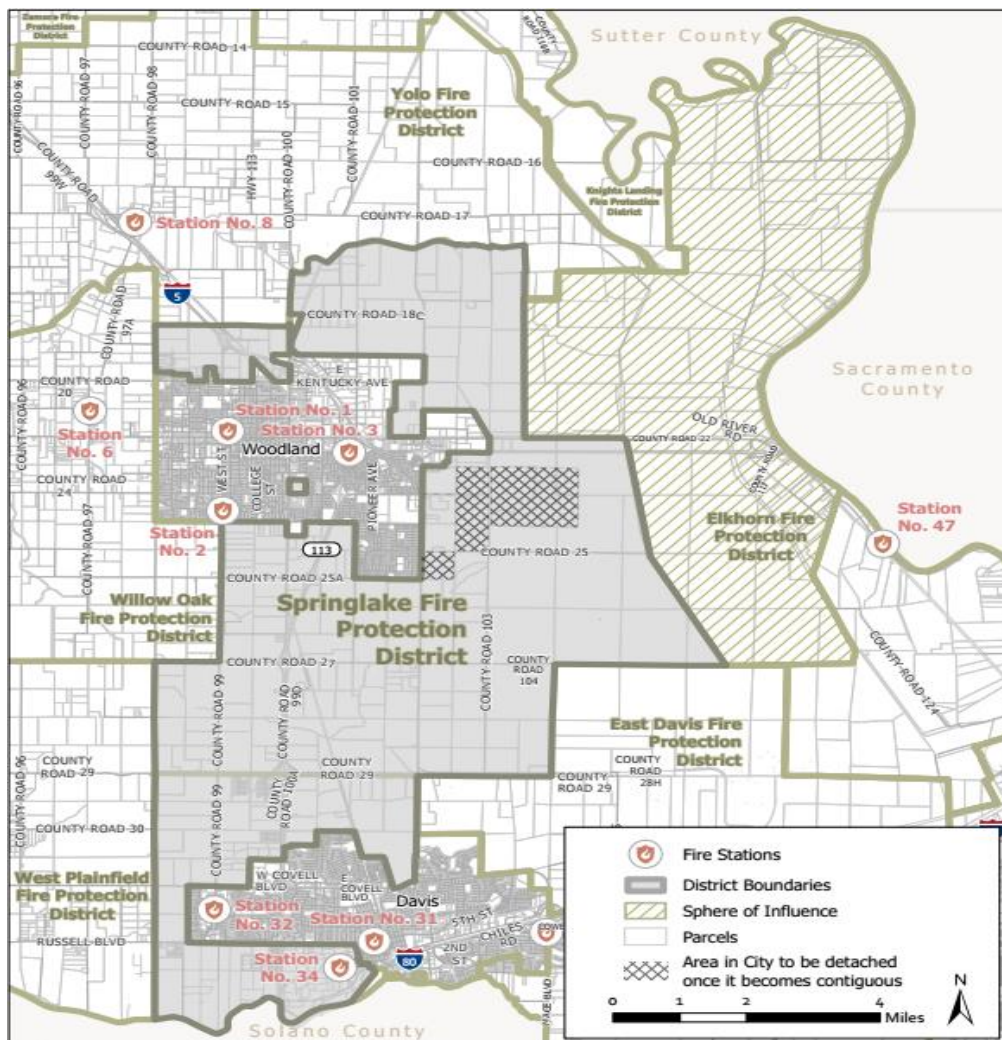
Department Merge

In 1982, the Department merged with the Springlake Fire Department and began providing services to part of the Springlake Fire Protection District. The Department now protects an area in excess of 50 square miles. With modern equipment and training, it is able to face challenges ranging from fires, medical emergencies, and vehicle accidents to hazardous material spills and confined-space rescues.

Growth

Since its inception over 150 years ago, the Woodland Fire Department has continued to grow and evolve into an organization that is responsive to the need for change. As the Department enters the next century, we are proud of our history, and we look to the future.¹

The agency is staffed with over 50 personnel, deployed from 3 fire stations. The department protects a total population of over 65,000, and over a 56 square mile area (15 square miles in City of Woodland, 41 square miles in Springlake Fire Protection District (SFPD) Service Area A).



¹ The historic information was provided from the Woodland Fire Department website at <https://cityofwoodland.org/216/Woodland-Fire-Department-History>

Provide total budgeted FTEs identifiable by role, rank/classification for Fire, EMS, or Other:

Administrative:

- 1 Fire Chief
- 1 Management Analyst
- 1 Administrative Clerk

Operations

- 3 Battalion Chiefs
- 12 Fire Captains
- 12 Fire Engineers
- 18 Firefighters

Community Risk Reduction

- 1 Fire Marshal
- 2 Community Risk Reduction Specialists



Part of the strategic planning analysis included a review of the agency’s fiscal efficiency in relation to other comparable agencies in the region. In short, a rough estimate of efficiency can be derived using a simple cost per capita formula by taking total annual tax revenues, not counting user fees (such as development impact fees for new construction) or one-time funding opportunities (such as grants), then dividing by the residential population served. A review of somewhat similar fire agencies within the region resulted in an average cost per capita of \$233.64. ***In comparison to this average, it is noteworthy that the Woodland Fire Department has a cost per capita of \$231.*** The resulting cost model for the agency is very fiscally conservative, but may not be sustainable based on the economic factors that influence safety services, and the impacts seen by comparable fire agencies that did not address the fiscal sustainability of their services in time.

Table 1- Cost Per Capita Comparison

Peer Agency	Population Estimate	Total Department Operating Budget	Calls for Service	Per Capita Cost to Operate	Full Time Employees	ISO Rating	Number of Fire Stations
Davis	69,300	\$16,000,000	5,870	\$230.88	48	2	3
Lodi	67,000	\$17,330,000	4,230	\$258.66	57	3	4
Manteca	85,000	\$17,077,000	10,500	\$199.03	54	2	5
Rocklin	73,000	\$14,188,000	6,300	\$194.36	41	2	3
West Sacramento	53,500	\$17,795,000	10,600	\$332.62	66	1	5
Yuba City	77,300	\$14,400,000	11,400	\$186.29	64	2	5
Average	70,983	\$16,131,667	8,150	\$233.64	55	2	4
Woodland City/District	65,000	\$15,000,000	9,194	\$231.00	52	2	3

It is important to note that “cost per capita” is not, in and of itself, a comprehensive measurement of an agency’s performance or value to the community, but rather a broad measurement of how the agency compares to other similar agencies in terms of dollars it charges for services. In other words, cost efficiency does not necessarily equate to operational effectiveness or sustainability. In fact, due to the lower population being protected within the Springlake Fire District, the cost for some property owners in the unincorporated areas can be substantially higher than noted in the cost per capita table, however the aggregate revenue can still be substantially lower than required to provide the minimal levels of service.

AGENCY MISSION, VISION, VALUES

The Woodland Fire Department has a well-established organizational mission, vision, and list of values.

VISION STATEMENT

“The service we provide will be sustainable and the highest quality afforded to the residents of our community.”

MISSION STATEMENT

“Together as a team, the Woodland Fire Department will provide a safe, customer-oriented service, while protecting and enhancing the well-being of our community.”

VALUES

- **Integrity**, reflected in our honest and ethical behavior.
- **Work Ethic**, demonstrated in our attitude and determination toward our profession.
- **Teamwork**, illustrated by our collaborative efforts to fulfill the mission of the Woodland Fire Department.
- **Service excellence**, exhibited in the pride and professionalism in all that we do.
- **Dedication**, evidenced by consistently accomplishing our tasks and achieving our goals.



AGENCY STATUS ANALYSIS

The Strengths, Weaknesses, Opportunities, and Challenges (SWOC) analysis is designed to help the organization assess itself to determine its current state of effectiveness as well as its future competitors, anticipated changes, and survival trajectories. Stakeholders were asked to develop a broad list of items from each category, which was then summarized as follows:

Strengths: Things the agency does particularly well, competitive advantages, prepared investments that are paying off, etc.

1. Good customer service
2. Good community relations

3. Good relationships with surrounding fire and other emergency service agencies
4. Public Education- fire and emergency safety
5. Cost per capita is lower or comparable to the regional agency comparative average
6. Resilient workforce
7. Good fire and EMS equipment
8. Good teamwork and support amongst staff
9. “Can do” culture
10. Retention of firefighters
11. Strong professional/ career development program

Weaknesses: Things that the agency does not do particularly well, competitive disadvantages, blind spots, not prepared for, liabilities, etc.

1. Communicating service levels and operational deployment to the community
2. Succession planning for administrative positions/ ranks
3. Program succession planning
 - a. Too many administrative functions assigned as collaterals
 - b. Multiple “single points” of failure
 - c. EMS program coordinated part-time by line personnel
4. Lack of efficiencies with current records management systems and staffing software
5. Inefficient location of administrative functions
6. Lack of support staff
7. Need to improve health of fire apparatus
8. Need to review and improve community fire prevention programs
9. Need to improve internal communications and coordination
10. Inefficiency in return to duty processes – (workers Compensation delays)
11. Facility repair process
12. Lack of reserve apparatus
13. Lack of sufficient capital improvement funding

Opportunities: Opportunities the agency should explore that would improve its mission, service delivery, efficiency, reputation, survivability as an organization.

1. Evaluate the proper number of support staff members necessary to accomplish goals
2. Evaluate aid agreements in order to reduce over commitment of resources
3. Explore efficiency opportunities, such as modern technologies
4. Explore additional revenue opportunities
5. Identify land for future fire stations for city growth
6. Maintain high level of cardiac survival percentage
7. Expand funding for public education/community outreach programs
8. Identify land for future fire stations for city growth
9. Identify contract services outside of the Springlake Fire Protection District
10. Improve efficiency between community risk reduction personnel and customers

Challenges: Things that threaten to undermine the agency mission, service delivery, efficiencies, reputation, survivability as an organization.

1. Competing funding priorities
2. Maintaining service levels over time
3. Unfunded government mandates
4. Economic downturn
5. High levels of inflation
6. Ambulance response times
7. Increasing inappropriate use of the 911 system by a segment of the public
8. Increased call volume and violence risk to firefighters
9. Providing expanded service levels to new risks
10. Coordinating 911 operational policies and procedures
11. Supply chain issues

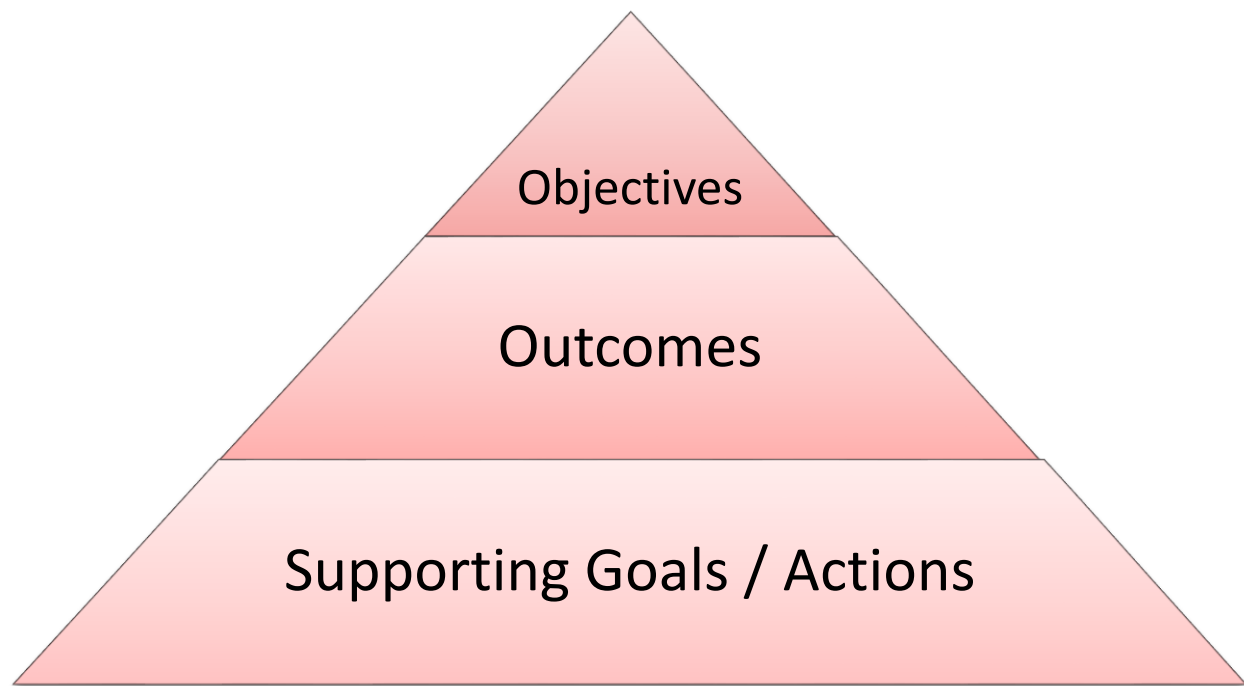
STRATEGIC OBJECTIVES AND OUTCOMES

This plan was developed with the primary goal of helping the fire department communicate more effectively to the community in how best they can evaluate the performance of their fire department. This plan uses three levels of evaluation; strategic objectives, outcomes, and supporting goals to help the reader understand the relationship between the lower-level goals with the higher-level outcomes. For example, a patient may not care about how everything worked together behind the scenes to provide lifesaving service in response to their cardiac arrest, but they are keenly interested in surviving the cardiac event neurologically intact. However, the outcome (surviving the cardiac event neurologically intact) requires many different processes that must work in concert to achieve the desired outcome. Below is a brief description of each of these elements.

Strategic Objective: A statement that helps create an overall vision and set of goals that will help the organization focus and achieve a desired outcome.

Strategic Outcome: Statement that describes the result or end-state of the activity. This is usually the most important category to evaluate agency effectiveness.

Supporting Goals / Actions: An incremental step(s) needed to accomplish the higher-level/desired outcome.



In this plan, specific outcomes and goals may be repeated throughout the document as the same action may provide a solution for many different strategic objectives. For example, rapid turnout times can help improve the outcome for, literally, thousands of responses. Some of the efforts listed below will concentrate on fire related problems and others will concentrate on emergency medical problems. In the end, rapid turnout times can benefit both.

How Do We Continue to Improve on Protecting Lives, Property and the Environment Before and During Emergency Events?

1.1 Improve Survivability for Victims of Fire, Hazardous Material Release, Entrapment, or other Crisis Events

Outcome Measurements

- **Keep annual growth rate of structure fire instances at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)**
- **Contain structure fires to the room of origin 80 percent of the time (Urban – rolling 3-year average)**
- **Contain structure fires to the room of origin 70 percent of the time (Rural – rolling 3-year average)**
- **Zero civilian deaths due to fire, hazardous materials releases, entrapment, or other crisis events**

Supporting Goals / Actions

1. Turnout time for fire/rescue calls within 1 minute and 50 seconds, for 90 percent of incidents (emergency calls, unit alert to wheels rolling)
 - a. Monitor and report turnout time performance quarterly (rolling 90 and 365-day, by member or officer)
2. First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the urban zone, requiring the use of personal protective equipment within 8 minutes, 90 percent of the time (emergency calls, 911 received to unit arrival)
3. First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, for 90 percent of incidents (emergency calls, 911 call received to unit arrival)
4. Continue to review and improve training plans
5. Increase frequency of shift-based training
6. Inspect 100% of high-risk occupancies annually
7. Inspect 100% of State mandated occupancies annually
8. Inspect 90% of moderate and low-risk occupancies biennially
9. Prepare for, adopt, and administer the most current Fire Code
10. Assess additions to the City's Municipal code to strengthen fire protection systems in new construction
11. Engage with Community Development to provide fire pre-design comments for 100% of new construction in the city
12. Develop strategies to improve quality and quantity of incident data reporting by officers
 - a. Time stamp "water on the fire"
 - b. Time stamp "primary search complete"
 - c. Time stamp "extrication complete"
 - d. Time stamp "at patient side/victim side"
13. Ensure emergency 911 calls for service are processed within 90 seconds, for 90 percent of incidents (alarm handling)
14. Plan for increasing capability with additional Engine company.
15. Expand opportunities for community-based fire prevention programs

1.2 Improve Survivability of Patients Experiencing Acute Medical Emergencies

Outcome Measurements

- **Keep the annual growth rate of EMS calls at or below annual population growth rate** (percent of EMS calls for service lower than percentage of population growth year over year)
- **Maintain a cardiac survival rate at or above the national average** (Cardiac Arrest Registry to Enhance Survival)

Supporting Goals / Actions

1. Ensure emergency 911 calls for service are processed within 90 seconds, for 90 percent of incidents (alarm handling)
2. Turnout time for EMS calls within 1 minute and 30 seconds, for 90 percent of incidents (emergency calls, unit alert to wheels rolling)
3. First EMS capable unit arrival at medical calls for service, within the urban zone, requiring the use of personal protective equipment within 7 minutes and 40 seconds, for 90 percent of incidents (emergency calls, 911 received to unit arrival)
4. First EMS capable unit arrival at medical calls for service, within the rural zone, requiring the use of personal protective equipment within 11 minutes and 40 seconds, for 90 percent of incidents (emergency calls, 911 call received to unit arrival)
5. Monitor ambulance arrival times on EMS calls (8 minutes) for 90 percent of incidents (emergency calls, 911 received to unit arrival)
6. Develop a CPR fraction rate measurement (i.e., Maintain a CPR fraction rate of at least 80 percent, for 90% of cardiac arrest incidents)
7. Plan for increasing capability with additional Engine company.
8. Keep Unit Hour Utilization percentage below 30% for all units
9. Develop a bystander CPR participation rate target (40%)
10. Partner with community agencies to offer bystander “hands-only” CPR training
11. Review and update response modes to fire alarms, low acuity medical calls, lift assists, etc.

1.3 Improve Firefighter Safety and Survival

Outcome Measurements

- **Keep annual growth rate of structure fire instances at or below annual population growth rate** (percent of structure fires lower than percentage of population growth year over year)
- **Contain structure fires to the room of origin 80 percent of the time** (Urban – rolling 3-year average)
- **Contain structure fires to the room of origin 70 percent of the time** (Rural – rolling 3-year average)
- **Zero firefighter Line of Duty deaths**

Supporting Goals / Actions

1. Manage administrative workload of operational employees to ensure adequate time and energy is spent performing and training for operational tasks and assignments.
2. Inspect 100% of high-risk occupancies annually
3. Inspect 100% of State mandated occupancies annually
4. Inspect 90% of moderate and low-risk occupancies biennially
5. Prepare for the adoption of future Fire Code changes and work to add jurisdictional specific code changes in the City's Municipal Code.
6. Maintain annual employee injury rate below 20 percent of total allocated staffing (less than 10 reportable industrial injuries per year)
7. Review response modes to fire alarms, low acuity medical calls, lift assists, etc.
8. Analyze security of all agency facilities (station hardening)
9. Analyze equipment and inventory security for all fire apparatus (apparatus hardening)
10. Enhance the scope and availability of the current mental health program
11. Conduct a risk assessment for the training program
12. Continue to participate in City's Workers' Compensation injury analysis and review process
13. Review policies and procedures dealing with employee critical incident exposures
14. Update policies and procedures dealing with post incident analysis
15. Plan for increasing capability with additional Engine company.
16. Enhance the Firefighter rehabilitation response for second alarm and higher fires.
17. Better understand correlation between consecutive hours worked and work related injured

1.4 Improve Agency Resiliency During Crisis-Level Events

Supporting Goals / Actions

1. Develop a policy for limiting mutual and automatic aid during resource drawdown and extended incidents
2. Plan for and create opportunities to provide for continuity of operations in the Administrative ranks (administrative hardening)
3. Develop plan to restore Staff Officer position to increase capability during crisis-level events and continuity in the Chiefs absence
4. Review strategies to improve “callback” policies and procedures
5. Review the roles and responsibilities between the City of Woodland Emergency Management and the Yolo County Office of Emergency Services for programmatic administration
6. Continue to enhance the City’s ability to maintain the Emergency Operations Center (EOC)

How Do We Meet the Increases in Service Demands Over the Coming Years?

2.1 Prepare for Expanding and Changing Community

Outcome Measurements

- **Keep annual growth rate of structure fire instances at or below annual population growth rate** (percent of structure fires lower than percentage of population growth year over year)
- **Keep the annual growth rate of EMS calls at or below annual population growth rate** (percent of EMS calls for service lower than percentage of population growth year over year)
- **Contain structure fires to the room of origin 80 percent of the time** (Urban – rolling 3-year average)
- **Contain structure fires to the room of origin 70 percent of the time** (Rural – rolling 3-year average)
- **Maintain a cardiac survival rate at or above the national average (CARES)**

Supporting Goals / Actions

1. Ensure emergency 911 calls for service are processed within 90 seconds, for 90 percent of incidents (alarm handling)
2. Turnout time for fire/rescue calls within 1 minute and 50 seconds, for 90 percent of incidents (emergency calls, unit alert to wheels rolling)
3. First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the urban zone, requiring the use of personal protective equipment within 8 minutes, for 90 percent of incidents (emergency calls, 911 received to unit arrival)

4. First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, for 90 percent of incidents (emergency calls, 911 call received to unit arrival)
5. Inspect 100% of high-risk occupancies annually
6. Inspect 100% of State mandated occupancies annually
7. Inspect 90% of moderate and low-risk occupancies biennially
8. Prepare for the adoption of future Fire Code changes and work to add jurisdictional specific code changes in the City's Municipal Code. Review fire department policies related to new development and coordinate with the Community Development Department
9. Review planning services and funding for prevention activities in the Springlake Fire District
10. Identify and secure land for future fire stations

2.2 Improve Efficiency within the Approved Budget

Outcome Measurements

- **Keep annual growth rate of structure fire instances at or below annual population growth rate** (percent of structure fires lower than percentage of population growth year over year)
- **Keep the annual growth rate of EMS calls at or below annual population growth rate** (percent of EMS calls for service lower than percentage of population growth year over year)
- **Maintain Workers' Compensation costs below 3.5% of annual budget**

Supporting Goals / Actions

1. Update fee schedule for fire prevention activities
2. Review the current permit issuance practice for properties with annual inspections
3. Review planning services and funding for prevention activities in the Springlake Fire Protection District
4. Purchase sufficient fire apparatus to ensure fleet health complies with apparatus replacement plan
5. Pursue and coordinate grant opportunities with a positive return in investment
6. Convene strategic planning group, annually
7. Update department records management system software
8. Evaluate emerging technology to improve efficiencies

2.3 Reduce Financial and Legal Risk/Liability to the Fire Department and to the City

Outcome Measurements

- Zero firefighter Line of Duty deaths
- Zero substantiated cases of harassment/discrimination
- Zero cases requiring formal disciplinary action (action above written reprimand)

Supporting Goals / Actions

1. Provide liability reduction/ harassment prevention training to all employees annually
2. Maintain annual employee injury rate below 20 percent of total allocated staffing (less than 10 reportable industrial injuries per year)
3. Conduct training risk assessment and ensure appropriate training opportunities
4. Update succession planning/professional development policies
5. Improve quality and accuracy of report writing by officers
6. Maintain and or replace equipment in appropriate intervals

How Do We Better Explain Our Services and Demonstrate Our Value to Our Community?

3.1 Promote a Positive Agency Reputation within the Community

Outcome Measurements

- Increase community awareness of department activities and service delivery
- Continue to recruit employees that are representative of community demographics

Supporting Goals / Actions

1. Review and update Department website annually
2. Regularly participate in public events
3. Increase social media engagement by 25%
4. Develop and conduct community opinion survey of the Fire Department
5. Develop a list of diverse community stakeholders for future strategic planning efforts
6. Participate in fire service diversity, equity, and inclusion (DEI) recruitment events
7. Continue to support the Fire Explorer program and youth engagement

8. Develop and publish an annual report
9. Implement public facing dashboard highlighting metrics and performance
10. Develop policies and procedures to mitigate displacement of occupants due to fire

3.2 Provide Downward Pressure on Fire Insurance Costs within the Community

Outcome Measurements

- **Keep annual growth rate of structure fire instances at or below annual population growth rate** (percent of structure fires lower than percentage of population growth year over year)
- **Contain structure fires to the room of origin 80 percent of the time** (Urban – rolling 3-year average)
- **Contain structure fires to the room of origin 70 percent of the time** (Rural – rolling 3-year average)
- **Maintain or improve current Insurance Services Office protection class** (Class 2 or better)

Supporting Goals / Actions

1. Ensure emergency 911 calls for service are processed within 90 seconds, for 90 percent of incidents (alarm handling)
2. Turnout time for fire/rescue calls within 1 minute and 50 seconds, for 90 percent of incidents (emergency calls, unit alert to wheels rolling)
3. First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the urban zone, requiring the use of personal protective equipment within 8 minutes, for 90 percent of incidents (emergency calls, 911 received to unit arrival)
4. First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, for 90 percent of incidents (emergency calls, 911 call received to unit arrival)
5. Inspect 100% of high-risk occupancies annually
6. Inspect 100% of State mandated occupancies annually
7. Inspect 90% of moderate and low-risk occupancies biennially
8. Keep annual Unit Hour Utilization percentage below 30% for all units (annually)
9. Identify cost-efficient measures to improve or maintain ISO protection class
10. Review ISO rating process in 2026

3.3 Provide Value to the Community Beyond the 911 Response

Outcome Measurements

- Prevent, prepare, respond and mitigate all hazardous incidents in the community
- Maintain or improve current Insurance Services Office protection class (Class 2 or better)

Supporting Goals / Actions

1. Provide fire safety education in all elementary schools
2. Participate in job fairs
3. Continue to support community events such as community CPR, safety inspections for festivals, Neighborhood Santa, Pancake Breakfast, July 4th Fireworks events, etc.
4. Fire Station Open House program
5. Identify cost-efficient measures to improve or maintain ISO protection classes
6. Review ISO rating process in (2026)
7. Evaluate gaps left in the current Emergency Management program due to restructuring
8. Build the Community Risk Reduction (CRR) program
9. Redesign the City's Emergency Management program