



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

April 2, 2024
6:00 PM

CITY COUNCIL
CLOSED SESSION
5:00 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation (Sec. 54956.9)
Name of case: Yolo County Farm Bureau et al. v. City of Woodland et al., Yolo County Superior Court

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

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

Land Acknowledgment Statement - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.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.

2. SUBJECT: General Public Comments

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

3. SUBJECT: Long Range Calendar

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

H. CONSENT CALENDAR

4. SUBJECT: Proclaim April as Child Abuse Prevention Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize April 2024 as Child Abuse Prevention Month.

5. SUBJECT: City Council Meeting Minutes of March 5, 2024, and March 19, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of March 5, 2024 and March 19, 2024.

6. SUBJECT: Sustainability Advisory Committee November 2023 and February 2024 Minutes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Sustainability Advisory Committee minutes from November 2023 and February 2024.

7. SUBJECT: Declaring Results of the March 5, 2024, Election

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, declaring the results of the March 5, 2024, election related to Measure M.

8. SUBJECT: Authorize Purchase of a Replacement Public Works Utilities Vehicle and Appropriation of Funds for Same

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a replacement for vehicle 3-004 and appropriating \$83,727.45 from the Equipment Replacement Fund (2012) and \$6,722.59 from the Water Enterprise Fund (2210) for its purchase.

9. SUBJECT: Agreement Renewal with Advance Peace for Gun Violence Reduction Program Services to the City

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____(1) authorizing the City Manager to execute an agreement renewal with Advance Peace for gun violence reduction program services in the amount not to exceed \$200,000 per year and (2) authorizing the City Manager to carry forward \$100,000 appropriated in FY23 to FY24 in Measure R (Fund 1102) to close out the initial Advance Peace contract.

10. SUBJECT: County Road 25A (Parkland Ave. to Mickle Ave.) Improvement Project, CIP 24-05; Appropriate additional SLIF funds, Authorize Construction Contract Award, Approve Construction Management & Inspection Contract, and Approve Design Contract Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1.) Appropriate \$4,550,000 in Spring Lake Infrastructure – Roads funding (Fund 682) for the Project; and 2.) Approve a construction contract for the County Road 25A (Parkland Ave to Mickle Ave) Project, CIP 24-05; award the construction contract in an amount not to exceed \$3,400,000 to the lowest responsive, responsible bidder; authorize a contract contingency up to 15% (\$511,000); and authorize the City Manager to execute the construction contract and change orders; and 3.) Approve a consultant services contract amendment for design with Cunningham Engineering in the amount of \$25,000 for a total agreement amount of \$166,100 and authorize the City Manager to execute the amendment; and 4.) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$337,036.00; authorize a contract contingency up to 15% (\$50,555); and authorize the City Manager to execute the agreement and amendments.

11. SUBJECT: Public Works Uniform Rental Services Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a 3-year agreement for Uniform Rental Services for Public Works in the amount of \$240,000.

12. SUBJECT: Multiple Police Grant Award Appropriations

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____authorizing the City Manager to appropriate \$200,720.52 to Fund 1330 for the purchase of the awarded items and services.

13. SUBJECT: Authorize Purchase of a Ford Lightning for the Public Works Water Division and Appropriation of Funds for Same

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of an electric Ford Lightning for the Public Works Water Division and appropriating \$64,082.39 in the Water Enterprise Fund and \$64,082.39 in the Equipment Replacement Fund for its purchase.

14. SUBJECT: Installation of Charging Infrastructure at the Municipal Service Center for Public Works Fleet Use

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

approve Resolution No. _____, authorizing Public Works staff to purchase and install electric vehicle charging infrastructure and the Municipal Service Center (MSC).

15. SUBJECT: Pacific Coast Producers Vested Rights Determination - 1376 Lemen Avenue

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, confirming that recognition of a legal nonconforming vested right is not a project subject to CEQA; adopting findings as contained in the staff report; and approving the recognition and confirmation of the legal nonconforming vested right for the Pacific Coast Producers property at 1376 Lemen Avenue.

I. REPORTS OF THE CITY MANAGER

16. SUBJECT: Introduce and Waive the First Reading of an Ordinance Revising Sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Receive an update on illegal fireworks mitigation; and
2. Introduce and waive the first reading of the ordinance of the City Council of the City of Woodland, California revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

17. SUBJECT: Loan Agreements for Freeman Garden Court Affordable Housing Project at 334 Freeman Street

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) approving an appropriation of \$900,000 from the Affordable Housing In-Lieu Fees Fund (1327) and authorizing the Administrative Services Director to amend the Fiscal Year 2024 budget as necessary, (2) approving a 55-year amortized loan to Friends of the Mission in the amount of \$450,000 with three percent (3%) simple interest for a 12-unit affordable rental project at 334 Freeman Street, (3) approving a 55-year deferred-payment loan to Friends of the Mission in the amount of \$450,000 with three percent (3%) simple interest for a 12-unit affordable rental project at 334 Freeman Street, (4) authorizing the City to enter into a memorandum of understanding with Friends of the Mission for the 334 Freeman Street project to establish operational parameters to help ensure successful operation and management of the project, (5) authorizing the City to enter into a regulatory agreement and declaration of restrictive covenants with Friends of the Mission for the 334 Freeman Street project to ensure the affordability of the project for a term of not less than 55 years, and (6) authorizing the City Manager to execute the loans, memorandum of understanding, and regulatory agreement in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to make the City loans and ensure the affordability of the project.

18. SUBJECT: Fiscal Year 2024/25 Spring Budget Workshop

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a workshop to receive an update from staff on the development of the City's Fiscal Year 2024/25 Budget.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, April 2, 2024, was posted on Friday, March 29, 2024 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: April 2, 2024
ITEM #: F.2
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: April 2, 2024
ITEM #: G.3
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

CITY COUNCIL LONG RANGE CALENDAR

May 7th

REGULAR MEETING

City Council Meeting Minutes of April 2, 2024
Contract for Landscape Maintenance Agreement with Dominguez Landscape Services
Contract for Landscape Maintenance Agreement for Figueroa Landscape Company
Contract for Tree Maintenance Services for West Coast Arborist
Annual Housing Element Report
2nd Reading Fireworks Ordinance

May 21st

REGULAR MEETING

AAPI Resolution/Rescind Resolution No. 809
Measures R/J and F Spending Plans
American Rescue Plan Spending Plan Update
Comprehensive Zoning Code Ordinance Adoption

June 4th

REGULAR MEETING

City Council Meeting Minutes for May 7, 2024 and May 21, 2024
FY24/25 Budget Introduction

June 18th

REGULAR MEETING

Mosquito Vector Control Presentation
FY24/25 Budget Adoption

Future Topics / Study Sessions:

East Beamer Way / Homeless Update (TBD) Rule 20A Undergrounding (TBD) Operating Agreements and CUPs for Cannabis Retailers (TBD)
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Updated 3/28/2024



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.4
SUBJECT: Proclaim April as Child Abuse Prevention Month

Recommendation for Action: Staff recommends that the City Council recognize April 2024 as Child Abuse Prevention Month.

Staff Contact

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

Background

Once again, the Yolo County Children's Alliance is requesting that the Woodland City Council consider adopting a proclamation recognizing April 2024 as Child Abuse Prevention Month and promoting the new campaign: Empowering our Community to Be the One.

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

Ken Hiatt
City Manager

Attachments:

1. 2024 Woodland CAP Month Proclamation



**PROCLAMATION
RECOGNIZING APRIL 2024 AS CHILD ABUSE PREVENTION MONTH**

WHEREAS, child abuse and neglect continue to pose serious threats to our nation’s children; and

WHEREAS, Adverse Childhood Experiences (ACEs), such as physical, emotional, and sexual abuse, neglect, and parental stress or illness, can have short- and long-term outcomes, including a multitude of health and social problems; and

WHEREAS, early evidence-based prevention and intervention efforts are more cost-effective than addressing the adverse effects of child maltreatment, both in human and financial terms; and

WHEREAS, in 2023, according to the internal dataset from the Yolo County Health and Human Services, 281 children in Yolo County were found to be victims of abuse and/or neglect. The pandemic exacerbated income inequality, toxic stress and access to resources in Woodland and across Yolo County; and

WHEREAS, preventing child abuse and neglect is a community issue, and we all have a responsibility to nurture and protect our children and help ensure they become healthy and productive adults. Community-based prevention services can strengthen families and reduce the likelihood of child abuse and neglect; and

WHEREAS, Yolo County Children’s Alliance (YCCA) was founded as the Child Abuse Prevention Council (CAPC) of Yolo County in 2002 and has continued to coordinate county efforts to prevent and respond to child abuse and neglect. Yolo County’s child abuse prevention efforts are fostered by the contributions of the following agencies and organizations: CommuniCare + Ole, Empower Yolo, First 5 Yolo, West Sacramento Police Department, Yolo County CASA, Yolo County District Attorney’s Office- Multi-Disciplinary Interview Center, Yolo County HHSA, Yolo County Office of Education, Yolo County Probation, community members and those with lived experience; and

WHEREAS, prevention can only be accomplished if we, as a City, take responsibility to offer parents, caregivers and families the support and tools they need to provide healthy, nurturing homes for their children; and

WHEREAS, Woodland residents are encouraged to support child abuse prevention activities in their communities by joining the new CAPC campaign: Empowering our Community to **Be the One**. Each of us holds the power to make a positive difference in the lives of children in our community. In addition to raising awareness of child abuse and neglect, we wanted to highlight the positive impact of just one social connection to parents and children alike. This year’s campaign is about taking action and stepping in as a positive connection for someone today to ensure our children have a safe and nurturing environment they deserve;

THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Woodland does hereby recognize the month of April 2024 to be “Child Abuse Prevention Month”.

DATED: April 2, 2024

Tania Garcia-Cadena, Mayor

Rich Lansburgh, Mayor Pro Tempore

Tom Stallard, Council Member

Mayra Vega, Council Member

Vicky Fernandez, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.5
SUBJECT: City Council Meeting Minutes of March 5, 2024, and
March 19, 2024

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings City Council Meeting Minutes of March 5, 2024 and March 19, 2024.

Staff Contact:

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



Ken Hiatt
City Manager

Attachments:

1. 03.05.24 DRAFT_minutes
2. 03.19.24 DRAFT_minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, March 5, 2024

6:00 PM

City Council

CITY COUNCIL

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

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

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

Absent: Member Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Teresita Vega.

Land Acknowledgment Statement - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.

D. COMMUNICATIONS - PUBLIC COMMENT

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None

1. SUBJECT: General Public Comments

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Email received from Jesse Ortiz regarding F-8 - Advance Peace Contract.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

3. SUBJECT: American Red Cross Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation honoring the volunteers of Woodland's American Red Cross and their tremendous service to the Woodland community.

Proclamation was pulled and moved to the March 19th Council Meeting.

4. SUBJECT: City Council Meeting Minutes of February 6, 2024, and February 20, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of February 6, 2024 and February 20, 2024.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of February 6, 2024 and February 20, 2024.

5. SUBJECT: Final Acceptance and Notice of Completion for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) Authorizing a \$42,552.48 increase to the construction contract contingency, bringing the total contract contingency to \$447,150.48; (2) Appropriating \$65,000 of Spring Lake Infrastructure Storm Drainage Funds to the Project, bringing the total Project budget to \$4,050,000; and (3) Accepting the construction contract for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06, with T&S Construction Co., Inc., as complete and authorizing the City Clerk to file a Notice of Completion.

Item pulled and will come back to Council at a later date.

6. SUBJECT: Annual Transportation Development Act Claim with the Sacramento Area Council of Governments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the filing of the annual Transportation Development Act Claim with the Sacramento Area Council of Governments.

Adopted RESOLUTION NO. 8211, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING OF ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIMS FOR MULTIPLE FISCAL YEARS WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

7. SUBJECT: Award Contract to Western Extrication Specialists, Inc. for Battery Powered Extrication Tools and Related Equipment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the purchase agreement with Western Extrication Specialists, Inc. with a total to not exceed amount of \$143,422.68 for the purchase of battery powered extrication tools and related equipment.

Adopted RESOLUTION NO. 8212, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AWARDING THE PURCHASE CONTRACT FOR BATTERY POWERED EXTRICATION TOOLS AND RELATED EQUIPMENT TO WESTERN EXTRICATION SPECIALISTS, INC. IN THE AMOUNT OF \$143,422.68.

8. SUBJECT: Amendment of Advance Peace Contract for Expanded Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, (1) authorizing the City Manager to execute an amendment to the existing 3-year contract with Advance Peace for expanded services for FY24 and FY25 with supplemental funding for \$400,000 from the Yolo County Community Corrections Partnership, and (2) authorizing the City Manager to appropriate \$200,000 annually for FY24 and FY25 in Fund 1102.

Adopted RESOLUTION NO. 8213, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO (1) EXECUTE AN AMENDMENT TO THE EXISTING 3-YEAR CONTRACT WITH ADVANCE PEACE FOR EXPANDED SERVICES FOR FY24 AND FY25 WITH SUPPLEMENTAL FUNDING FOR \$400,000 FROM THE YOLO COUNTY COMMUNITY CORRECTIONS PARTNERSHIP AND (2) APPROPRIATE \$200,000 ANNUALLY FOR FY24 AND FY25 IN FUND 1102.

On a motion by Mayor Pro Tem Lansburgh, seconded by Council Member Fernandez and carried on a 4-0 vote, Council Members approved Consent Calendar Items No. 4 and 6 through 8.

AYES: Members Fernandez, Lansburgh, Vega and Mayor Garcia-Cadena

NOES: None

ABSENT: Member Stallard

G. REPORTS OF THE CITY MANAGER

9. SUBJECT: Updated City Council Priority Goals and Strategic Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council review and affirm its Updated Priority Goals and Strategic Plan.

On a motion by Council Member Vega, seconded by Mayor Pro Tem Lansburgh and carried on a 4-0 vote, Council Members received a presentation from City Manager Ken Hiatt and reviewed and affirmed its Updated Priority Goals and Strategic Plan.

AYES: Members Fernandez, Lansburgh, Vega and Mayor Garcia-Cadena

NOES: None

ABSENT: Member Stallard

H. ADJOURN

Meeting adjourned at 6:36 PM in memory of Rogelio "Gordo" Villalvazo.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ana B. Gonzalez'.

Ana B. Gonzalez, MMC
City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, March 19, 2024

6:00 PM

City Council

CITY COUNCIL

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

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

All City Council Members present.

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

Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Deputy Police Chief Dallas Hyde.

***Land Acknowledgment Statement** - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.*

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Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

3. SUBJECT: American Red Cross Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation honoring the volunteers of Woodland's American Red Cross and their tremendous service to the Woodland community.

Adopted a proclamation honoring the volunteers of Woodland's American Red Cross and their tremendous service to the Woodland community.

4. SUBJECT: Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22: Consultant Services Agreement Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services amendment for construction management and inspection services with UNICO Engineering Consultants, Inc. in the amount of \$185,000.00 for a total agreement amount of \$940,376.47 and authorize the City Manager to execute the amendment.

Adopted RESOLUTION NO. 8214, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, APPROVING A CONSULTANT AMENDMENT FOR THE SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT, CIP 17-22.

5. SUBJECT: Award Construction Contract for 2024 Road Maintenance Project, CIP 23-01 & 24-01

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

1.) Authorizing the re-appropriation of \$600,000.00 of Measure F Funds for CIP 24-01 from FY25/26 to FY24/25;

2.) Authorizing the reallocation of \$650,000.00 of Measure F Funds in FY23/24 from the Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05, to the 2024 Road Maintenance Project, CIP 24-01;

3.) Approving a construction contract for the 2024 Road Maintenance Project, CIP 23-01 & 24-01 (Project); awarding the construction contract in the amount of \$1,878,695.67 to All Phase Construction & Engineering, Inc. for the base bid plus Alternates B, D and I; authorizing a contract contingency up to 15% (\$281,804.35); and authorizing the City Manager to execute the construction contract and change orders; and

4.) Approving a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc., in the amount of \$305,797.00; authorizing a contract contingency up to 15%

(\$45,869.55); and authorizing the City Manager to execute the agreement and amendments.

Adopted RESOLUTION NO. 8215, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND RE-APPROPRIATING \$600,000 OF MEASURE F FUNDING, REALLOCATING \$650,000 OF MEASURE F FUNDING AND APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE 2024 ROAD MAINTENANCE PROJECT, CIP 23-01 & 24-01.

6. SUBJECT: FY23/24 Appropriation to Tree Reserve Fund

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing an FY23/24 appropriation of \$15,000 to the Tree Reserve Fund (Fund 1583).

Adopted RESOLUTION NO. 8216, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FY23/34 FISCAL YEAR TREE RESERVE FUND

7. SUBJECT: Approve Contract Amendment with Mark Thomas for Gibson Road at SR-113 Interchange Modification Project, CIP 19-13

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant design services amendment with Mark Thomas, in the amount of \$65,002.00 for a total agreement amount of \$392,157.29 for the Gibson Road at SR-113 Interchange Modification Project, CIP 19-13 and authorize the City Manager to execute the amendment.

Adopted RESOLUTION NO. 8217, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE A CONTRACT AMENDMENT WITH MARK THOMAS FOR THE GIBSON ROAD AT SR-113 INTERCHANGE MODIFICATION PROJECT, CIP 19-13.

8. SUBJECT: Submittal of HOME Investment Partnerships Program Application for Cottonwood Meadows Apartments Rehabilitation Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the submittal of an application under the HOME Investment Partnerships Program not to exceed \$6,000,000 to support the Cottonwood Meadows Apartments rehabilitation project.

Adopted RESOLUTION NO. 8218, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

9. SUBJECT: Final Acceptance and Notice of Completion for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) Appropriating \$525,000 of Spring Lake Infrastructure Storm Drainage Funds (Fund 681) to the Project; (2) Reallocating \$200,000 to the Sewer Enterprise Fund; (3) Reallocating \$215,000 to the Storm Drain Enterprise Fund, bringing the total revised Project budget to \$4,095,000; (4) Authorizing a \$42,552.48 increase to the construction contract contingency, bringing the total contract contingency to \$447,150.48; and (5) Accepting the construction contract for the Yolo Bypass West Levee Culvert Replacement

Project, CIP 20-06, with T&S Construction Co., Inc., as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted RESOLUTION NO. 8219, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE YOLO BYPASS WEST LEVEE CULVERT REPLACEMENT PROJECT, CIP 20-06, CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

10. SUBJECT: Resolution Accepting the Public Improvements for Subdivision Final Map 4856 and 5121, Prudler Phase 1 and 2

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 4856 and 5121, Prudler Phase 1 and 2

Adopted RESOLUTION NO. 8220, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION FINAL MAPS 4856 AND 5121 BY LENNAR HOMES OF CALIFORNIA, LLC AND AG ESSENTIAL HOUSING CA 1, L.P.

On a motion by Council Member Vega, seconded by Council Member Fernandez and carried unanimously on a 5-0 vote, Council Members approved Consent Calendar Items No. 3 through 10.

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

G. REPORTS OF THE CITY MANAGER

11. SUBJECT: Woodland Public Library Annual Report FY 2022-2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Woodland Public Library Annual Report 2022-2023.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Lansburgh and carried unanimously on a 5-0 vote, Council Members received the Woodland Public Library Annual Report 2022-2023 from Greta Galindo, Library Services Director.

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

12. SUBJECT: Adopt the City of Woodland Active Transportation Plan

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

On a motion by Mayor Pro Tem Lansburgh, seconded by Council Member Vega and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8221, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE ACTIVE TRANSPORTATION PLAN, CIP 22-17.

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

13. SUBJECT: Fiscal Year 2023/24 Mid-Year Budget Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a mid-year update on the Fiscal Year 2023/24 Budget.

Received a mid-year update from Director of Administrative Services Kim McKinney on the Fiscal Year 2023/24 Budget.

14. SUBJECT: Fiscal Year 2023/24 Mid-Year Budget Adjustments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing amendments to the Fiscal Year 2023/24 budget totaling \$5,246,284.

On a motion by Council Member Stallard, seconded by Council Member Fernandez and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8221, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE ACTIVE TRANSPORTATION PLAN, CIP 22-17.

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

NOES: None

H. ADJOURN

Meeting adjourned at 7:36 PM in memory of Hiromi Terashima Diekman, Susan Gibbons and Ailahni Sanchez Martinez.

Respectfully submitted,

Ana B. Gonzalez, MMC, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.6
SUBJECT: Sustainability Advisory Committee November 2023
and February 2024 Minutes

Recommendation for Action: Staff recommends that the City Council receive the Sustainability Advisory Committee minutes from November 2023 and February 2024

Staff Contact:

Spencer Bowen, Communication & Strategic Policies Manager | (530) 661-5808,
spencer.bowen@cityofwoodland.gov

Discussion:

Highlights from the attached minutes include:

November 2023

- Discussion of SAC member appointment to act in an advisory capacity to the Parks and Recreation Commission's Urban Forest Subcommittee pursuant to the removal of public street trees

February 2024

- Discussion of Woodland's Active Transportation Plan
- Consideration of opportunities to engage at the Crawford Park Rain Garden

Conclusion:

Staff recommends that the City Council receive the Sustainability Advisory Committee minutes from November 2023 and February 2024

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

Ken Hiatt
City Manager

Attachments:

1. Approved SAC Meeting Minutes 11.15.23
2. Approved SAC Meeting Minutes 2.21.24



Sustainability Advisory Committee Meeting Minutes | November 15, 2023 – 6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:06 PM.

B. ROLL CALL

Present: Aulman, Frankenbach, Ullrey, Grandia, Bellows, Peterson, Serena

Absent: Muñoz, Green, Whitaker

C. PUBLIC COMMENTS

No public comment.

D. MEMBER REPORTS

Request to see a copy of the data related to a tree planting campaign run by the City of Woodland and Tree Foundation in 2019. CA Division of Forestry Grant funded tree planting efforts and data collection related to the trees and greenhouse gas impacts.

Reminder that the second round of the County’s Climate Action and Adaptation Plan (CAAP) workshops are taking place – Woodland workshop is on Dec. 1st at 12-1pm; childcare and food will be provided. It will be a community conversation to help get community input on the CAAP. Biden-Harris administration released fact sheet about climate resilience spending.

Tree Foundation reminder: analyzing opportunity for planting across lots in Woodland. Project is coming close to an end and will have data available to share.

E. STAFF REPORTS

Spencer: Will send an email to committee members as it gets closer to December to gauge availability for December meeting given the holiday season.

F. MINUTES

- a. RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee approve its October 2023 minutes

Comments: Typo on Jake’s last name and Yolo “Soul” should be “Sol”. Requests to add questions to BeeLine about climate/environmental impact tracking. Spencer notes that it was omitted because it is not an action, but emphasizes that it is an important point that YoloTD staff and City staff are aware of.

Ullrey motions, Aulman seconds. Approved unanimously.

G. BUSINESS ITEMS

- a. **RECOMMENDATION FOR ACTION:** Staff recommends that SAC appoint one (1) of its members to act in an advisory capacity to the Parks and Recreation Commission's Urban Forest Subcommittee pursuant to the removal of public street trees

Open discussion about appointment – the position does not have a set term, it could be rotational, there could be an alternate, it does not require regular attendance at meetings – only on an as needed basis; advisory capacity only pertains to trees that are within the public right of way – 15-20 feet of the sidewalk; Community Services staff anticipates that there will be one tree to consider in the next 4-6 weeks.

Committee recommends Rolf as the lead pending approval by City attorney; Mark as an alternate. Rolf may have a conflict of interest as he works part-time for the City's tree program – City Staff will check if this is acceptable with the City's attorney.

Peterson motions, Ullrey seconds. Approved unanimously.

H. WORK GROUP UPDATES

Community Outreach Group: Updates on Green Drinks: hoping to have recurring events monthly or quarterly. Launch will be Friday December 8th at Blue Note Brewery, expecting 15-20 people, goal is to have an informal gathering with a few opening remarks from a City Council member and a committee member, will share results from community input session and request that people register for the second community input session. Note that Green Drinks is a national network. Important that there are name tags at the event for people to write their names and passions. Plan is to put a registration page on the Facebook and people can ask questions there. Spencer will check if it is possible to get business cards or post cards specific to SAC. Group will bring a more comprehensive outreach plan to next month's meeting.

I. LONG RANGE CALENDAR

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

Committee discusses topics of interest to discuss moving forward:

- Second community input session
- Yolo CAAP recommendations and coordination with the City of Woodland
- I-80 expansion
- Increased public transit options between Woodland and Davis

J. ADJOURN

Meeting adjourned at 7:08 PM.



Sustainability Advisory Committee Meeting Minutes| February 21, 2024 – 6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:12 PM.

B. ROLL CALL

Present: Ullrey, Grandia, Green, Frankenbach, Whitaker, Peterson

Absent: Aulman, Muñoz, Serena, Bellows

C. PUBLIC COMMENTS

No public comment.

D. MEMBER REPORTS

Arbor Day event on March 2nd (8:30am) at Crawford Park. 100 trees slated for planting – need volunteers to help with the event. Will be planting trees at three different City parks.

Grant opportunity: Climate Pollution Reduction Grant. Spencer responds that the City will be represented in the Sacramento Air Quality Management District's regional application.

E. STAFF REPORTS

1. RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee receive updates on the Active Transportation Plan, Woodland Transit Center, and more.

Active Transportation Plan: On 2/22, there is a meeting with the City Council's infrastructure subcommittee to go over the final Active Transportation Plan draft. The document will be released for public input and Spencer will notify the committee to request their feedback. Final presentation to City Council is in March and approval will come after that.

Woodland Transit Center: Yolo TD is investigating a transit hub location on Court St. across from the Post Office where Second St. meets Court St. Looking to improve access to amenities (downtown, library, post office, etc.), and increase safety and comfort. Note: Yolo TD experiences a much higher share of transfer riders as opposed to park and ride riders. Informational update to City Council is on March 5th.

Measure M: Spencer shows committee where to find information on the City's webpage for the Flood Risk Reduction Project.

F. BUSINESS ITEMS

2. RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee adopt its 2024 meeting schedule.

Proposed 2024 meeting schedule: 3rd Wednesdays at 6:00pm – every month except December.

Robert motions to continue using the same calendar, Whitaker seconds. Passes unanimously.

Robert mentions that the committee should start thinking about a new Chair and Vice Chair; will likely move forward with rotating Chair/Vice Chair in March.

3. RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee consider opportunities to engage at the Crawford Park Rain Garden.

Explore community engagement opportunity (similar to California Clean Water Day) at Crawford Park Rain Garden – good location for a volunteerism event. The City has a relationship with the Master Gardeners who would be willing to support an event, and City staff would be willing to support with outreach.

Committee expresses interest in this opportunity.

G. WORK GROUP UPDATES

Community Outreach Group: Updates on first Green Drinks event in January – surprisingly good turnout and others who could not make it expressed interest; capturing their information on an outreach list. Plan is to repeat the event Friday April 26 (day after Earth Day) @ 5:30 PM. Group has been brainstorming a more formal outreach plan; will put it on the agenda and present it next month.

Richard: Trying to encourage systematic thinking about bike riding: put together a document that describes different types of bike-riders, traffic safety, and how bike-riding and traffic safety intersect.

H. LONG RANGE CALENDAR

- a. RECOMMENDATION FOR ACTION: Staff recommends that the Sustainability Advisory Committee receive the Long Range Calendar for informational purposes only.
 - March: Outreach & engagement update, (likely) rotate Chair/Vice Chair
 - TBD: Active Transportation Plan update, 2023 SAC year in review, focused City Council interaction, potential visits

I. ADJOURN

Meeting adjourned at 6:56 PM.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.7
SUBJECT: Declaring Results of the March 5, 2024, Election

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, declaring the results of the March 5, 2024, election related to Measure M.

Staff Contact:

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

Discussion:

The Presidential Primary Election was held on March 5, 2024, and included local Measure M. The Yolo County Elections Office certified the results on Friday, March 22, 2024. The Final Election Results are as follows:

MEASURE M: Shall the measure authorizing the City of Woodland to accept at least \$300,000,000 in federal and state contribution, or up to 99% of the project costs, to provide flood control for the City of Woodland and authorizing construction of the Lower Cache Creek Flood Risk Management Project, as outlined in the measure, be adopted?

City of Woodland Measure M		
	Votes	Vote %
Yes	4,122	29.71%
No	9,752	70.29%
Total Votes	13,874	100.00%
14 of 14 precincts reporting (100.00%)		

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, declaring the results of the March 5, 2024, election related to Measure M.

Prepared by: Ana B. Gonzalez, MMC, City Clerk



Ken Hiatt
City Manager

Attachments:

1. Resolution Election Results Measure M
2. Certification of Election Results

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND DECLARING THE RESULTS OF THE PRESIDENTIAL
PRIMARY ELECTION HELD ON MARCH 5, 2024**

WHEREAS, a Presidential Primary Election was held and conducted in the City of Woodland, County of Yolo, State of California, on Tuesday, the 5th day of March, 2024, as required by law; and

WHEREAS, said Presidential Primary Election was consolidated with City's Special Municipal Election by the County of Yolo; and

WHEREAS, the County Clerk-Recorder of the County of Yolo canvassed the results of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit A.

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

SECTION 1. The total number of ballots cast in the City of Woodland was 13, 874.

SECTION 2. A special municipal election was held for the purpose of submitting the following measure, with the number of votes cast for and against the measures as follows:

MEASURE M: Shall the measure authorizing the City of Woodland to accept at least \$300,000,000 in federal and state contribution, or up to 99% of the project costs, to provide flood control for the City of Woodland and authorizing construction of the Lower Cache Creek Flood Risk Management Project, as outlined in the measure, be adopted?

MEASURE M

<u>VOTE</u>	<u>NUMBER</u>	<u>PERCENT</u>
YES	4,122	29.71%
NO	9,752	70.29%

SECTION 3. The City Council does declare and determine that Measures M was not approved by the voters.

SECTION 4. The City Clerk shall enter in the records of the City Council a statement of the results of said election, showing: (1) the whole number of votes cast in the city; (2) the measure voted upon; (3) the number of votes given at each precinct for and against the measure; and (4) the total number of votes given for and against the measure.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 2nd day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, MMC, City Clerk

Attachment: Exhibit A

EXHIBIT A

Cumulative Results Report

March 5, 2024

Run Time 3:00 PM
Run Date 03/21/2024

March 5, 2024 Presidential Primary Election

County of Yolo

3/5/2024

Page 15

Official Results

Registered Voters
52637 of 113535 = 46.36%

Precincts Reporting
44 of 44 = 100.00%

WOODLAND JOINT UNIFIED SCHOOL DISTRICT Trustee Area 2 Recall Question - NonPartisan

Precincts			Voters												
Counted	Total	Percent	Ballots	Registered	Percent										
5	5	100.00%	1,498	4,041	37.07%										

Choice	Party	Vote Center		Vote by Mail		Conditional		Election Day		Total	
Yes		10	47.62%	839	65.65%	2	25.00%	42	43.75%	893	63.65%
No		11	52.38%	439	34.35%	6	75.00%	54	56.25%	510	36.35%
Cast Votes:		21	100.00%	1,278	100.00%	8	100.00%	96	100.00%	1,403	100.00%
Undervotes:		0		90		3		1		94	
Overvotes:		0		1		0		0		1	

CITY OF WOODLAND Measure M - NonPartisan

Precincts			Voters												
Counted	Total	Percent	Ballots	Registered	Percent										
14	14	100.00%	14,181	33,265	42.63%										

Choice	Party		Vote Center		Vote by Mail		Conditional		Election Day		Total	
Yes			26	23.42%	3,890	30.11%	34	34.34%	172	23.15%	4,122	29.71%
No			85	76.58%	9,031	69.89%	65	65.66%	571	76.85%	9,752	70.29%
Cast Votes:			111	100.00%	12,921	100.00%	99	100.00%	743	100.00%	13,874	100.00%
Undervotes:			3		281		8		12		304	
Overvotes:			0		3		0		0		3	

*** End of report ***

HELP AMERICA VOTE ACT OF 2002

CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA

COUNTY OF YOLO

SS.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 ((HAVA) 52 U.S.C. § 21083),

I, Jesse Salinas, County Clerk/Registrar of Voters for the County of Yolo, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 5th day of March 2024, in the County of Yolo, State of California and all elections consolidated therewith.

I hereby set my hand and official seal this 22nd day of, March, 2024, at the County of Yolo



Jesse Salinas
County Clerk/Registrar of Voters
County of Yolo
State of California

HAVA Certification of Elections Official
(03/2024)

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE MARCH 5, 2024,
PRESIDENTIAL PRIMARY ELECTION**

STATE OF CALIFORNIA

COUNTY OF YOLO

SS.

I, Jesse Salinas, County Clerk/Registrar of Voters of County of Yolo, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Presidential Primary Election held in said County on March 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 22nd day of March, 2024, at the County of Yolo



Jesse Salinas
County Clerk/Registrar of Voters
County of Yolo
State of California

Canvass Certification of Elections Official
(03/2024)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.8
SUBJECT: Appropriation for the Replacement of a Public Works Utilities Vehicle

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a replacement for vehicle 3-004 and appropriating \$83,727.45 from the Equipment Replacement Fund (2012) and \$6,722.59 from the Water Enterprise Fund (2210) for its purchase.

Staff Contact

Reece Ulrich, Fleet & Facilities Manager, reece.ulrich@cityofwoodland.gov, 530-661-5828

Council Goal

Maintain City Infrastructure; providing reliable replacement vehicles while reducing overall carbon emissions

Fiscal Impact

The total purchase price for the vehicle replacement is \$83,727.45. The purchase is being paid for through a combination of money received from an insurance reimbursement (\$33,908.15), \$43,096.71 from collected funds toward future replacement of this vehicle, and \$6,722.59 additional contribution from the Water Enterprise Fund.

To allow for proper accounting and tracking, all City vehicle and equipment purchases are made out of the Equipment Replacement Fund. In order to complete the purchase, money from other funds is transferred into the Equipment Replacement Fund, and then ultimately used to buy the equipment. For vehicle 3-004, appropriations of \$6,722.59 are needed in the Water Enterprise Fund (2210). These funds will be deposited in the Equipment Replacement Fund, and combined with other available reserves held there. The entire purchase price of \$83,727.45 also requires appropriation from the Equipment Replacement Fund (2012).

Background

This vehicle was struck by an uninsured motorist in September 2022 and was deemed a total loss by Alliant Insurance Service. There were delays during claim processing and attempts to recover the deductible from the motorist. Supply chain issues have also contributed to the delay, but a suitable vehicle has been located at Woodland Ford using appropriate bidding procedures. The water division has been using a vehicle that was slated for retirement since Vehicle 3-004 went out of service.

Discussion

Although fund balance is available in the identified funds, an appropriation is required to make them available since this replacement was not budgeted in this fiscal year. The purchase was included in last fiscal year's budget. However, no vehicle was available after the insurance payment was received.

Woodland Ford will order the vehicle once the purchase order is received from the City. Royal Truck

and Body will provide the vehicle upfit, which includes a utility bed and warning lights etc.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a replacement for vehicle 3-004 and appropriating \$83,727.45 from the Equipment Replacement Fund (2012) and \$6,722.59 from the Water Enterprise Fund (2210) for its purchase.

Prepared by: Reece Ulrich, Fleet & Facilities Manager

Reviewed by: Craig Locke, Public Works Director

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

Ken Hiatt
City Manager

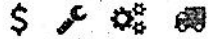
Attachments:

1. Woodland Ford F250 Quote
2. Reso - Replacement Water Vehicle

Deal

Business Office
CITY OF WOODLAND

655 N PIONEER AVE, WOODLAND, CA, 95776
Home: 530-661-5956 Cell: 530-383-2117
Email:
County: YOLO



Stock #

Buyer

Trades

PDI

Disclosure

Recap

Summary

Commissions

Forms

Deal Information

Deal Status:

List

Price
48545.76

Down

Trade

Payoff

Function

Rebate

APR

Term Days
1

Tax
6198.94

Tax Group
YOLO**WOODLAND

Payment/Options

AMO\$/Opt

Insurance

Accessories

Serv Cont

Fee\$/Lender
126.75

Sale Date
03/04/24

Deliver
03/04/24

First Payment
03/04/24

Lender
Cash Sale--Retail

Discount

Other / Salespeople

Odometer

Permit#/Exp

Salesperson1

F&I Manager

Trade Desc

Salesperson2

Sales Manager

PDI

Save

Exit

Cancel

Bid



Preview Order C024 - X2A 4x2 Super Cab SRW: Order Summary Time of Preview: 02/14/2024 15:17:20 Receipt: 2/14/2024

Dealership Name: Woodland Ford

Sales Code : F72424

Dealer Rep.	Alfred Garcia	Type	Fleet	Vehicle Line	Superduty	Order Code	C024
Customer Name	CITY OF WOODL	Priority Code	C3	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X2 SUPERCAB PICKUP/164	\$47505	JOB #2 ORDER	\$0
164 INCH WHEELBASE	\$0	FRONT LICENSE PLATE BRACKET	\$0
TOTAL BASE VEHICLE	\$47505	PLATFORM RUNNING BOARDS	\$445
OXFORD WHITE	\$0	9900# GVWR PACKAGE	\$0
VINYL 40/20/40 SEATS	\$0	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	SPARE TIRE AND WHEEL	\$295
PREFERRED EQUIPMENT PKG.600A	\$0	JACK	\$0
.XL TRIM	\$0	UPFITTER SWITCHES	\$165
.AIR CONDITIONING -- CFC FREE	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.AM/FM STEREO MP3/CLK	\$0	HEAVY SERVICE FRONT SUSPENSION	\$125
.6.8L DEVCT NA PFI V8 ENGINE	\$0	EXTERIOR BACKUP ALARM	\$175
10-SPEED AUTO TORQSHIFT-G	\$0	XL DRIVER ASSIST PACKAGE	\$730
LT245/75R17E BSW ALL-TERRAIN	\$165	SPECIAL FLEET ACCOUNT CREDIT	\$0
3.73 RATIO REGULAR AXLE	\$0	FUEL CHARGE	\$0
PICKUP BOX DELETE	\$-625	ADVERTISING ASSESSMENT	\$0
.REAR VIEW CAMERA & PREP KIT	\$0	DESTINATION & DELIVERY	\$1995
TOTAL BASE AND OPTIONS		MSRP	\$50975
DISCOUNTS		NA	
TOTAL			\$50975

ORDERING FIN: QC339 END USER FIN: QC339

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION 0479070

DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED
3/1/2024	POOL-SAC	
WRITTEN BY	SALESMAN	TERR
JM	AHJ	0002
DATE PROMISED		
9/9/9999		
END USER (IF DIFFERENT THAN SOLD TO)		
CITY OF WOODLAND		

CUSTOMER NO: WOODFO

S WOODLAND FORD
O 530 QUALITY CIRCLE
L Woodland, CA 95776
D

S WOODLAND FORD
H 530 QUALITY CIRCLE
I Woodland, CA 95776
P

CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	C.O.D.			FREDDIE GARCIA	
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG
Ford	23	X2A	WHITE	56	
DEF TANK LOC	AXLE TYPE				
	4X2 SRW				
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE
		49	15	79	Diesel
					CAB TYPE
					Extended

QTY

PART NO./DESCRIPTION

STREET SIDE VO

CURB SIDE VO

2024/DEALER UNIT/FORD/F250/SUPER CAB PICKUP

MCCLELLAN STOCK/MOUNT

1	40-VO-98 40"H ROYAL BODY w/OPEN TOP LIDS ROYAL'S SECURITY HARDWARE, ONE-KEY SOLUTION AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT PKG.REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED WHITE AND INSTALLED.
1	R-12-98-15-ECC EXT/CREW FORKLIFT ACCESSIBLE RACK
1	HRF-40 HEADACHE RACK 40" - FORD

Continued

SALES ORDER # 0479070

******QUOTE VALID FOR 30 DAYS******

Page 1 of 5



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION		0479070	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
3/1/2024	POOL-SAC		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
JM	AHJ	0002	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF WOODLAND			

CUSTOMER NO: WOODFO

S WOODLAND FORD
O 530 QUALITY CIRCLE
L Woodland, CA 95776

S WOODLAND FORD
H 530 QUALITY CIRCLE
I Woodland, CA 95776
P

CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO		
	C.O.D.			FREDDIE GARCIA			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE
Ford	23	X2A	WHITE	56			4X2 SRW
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE	
		49	15	79	Diesel	Extended	

QTY	PART NO./DESCRIPTION
	STREET SIDE VO CURB SIDE VO
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR ** UTILIZE FACTORY **
1	CAMF2 CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION****MUST BE EQUIPPED WITH FACTORY REAR VIEW CAMERA PROVISIONS***
1	MK98FSG FORD GAS MOUNTING KIT 98 SINGLE
1	FDPK

Continued

SALES ORDER # 0479070

****QUOTE VALID FOR 30 DAYS****

Page 2 of 5



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION		0479070	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
3/1/2024	POOL-SAC		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
JM	AHJ	0002	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF WOODLAND			

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L Woodland, CA 95776

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CUST ORDER NO		TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME		CUSTOMER PHONE NO
		C.O.D.			FREDDIE GARCIA		
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE
Ford	23	X2A	WHITE	56			4X2 SRW
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE	
		49	15	79	Diesel	Extended	

QTY	PART NO./DESCRIPTION
	STREET SIDE VO CURB SIDE VO FORD DIESEL PICK UP BED REMOVAL KIT, INCLUDING PICKUP BED REMOVAL AND DISPOSAL AND FORD DIESEL FUEL/DEF HOSE KIT ***TURN INDICATORS MAY NEED TO BE FLASHED AT THE DEALERSHIP*****
1	/SP-ACC OUTLET WEATHERPROOF SINGLE GANG 20-AMP 125-VOLT DUPLEX GFCI OUTLET, INSTALLED AT CURB SIDE REAR COMPARTMENT, SEE PICTURE FOR REFERENCE *****
1	INVERTER POWER INVERTER (GO POWER 5000 WATT INVERTER #GP-5000HD w/ GP-DC-KIT5 INSTALL KIT): MUST INCLUDE IN-LINE FUSE & AUXILIARY BATTERY ***** INSTALLED AT CURB SIDE REAR COMPARTMENT *****

Continued

SALES ORDER # 0479070

****QUOTE VALID FOR 30 DAYS****

Page 3 of 5



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION

0479070

DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED
3/1/2024	POOL-SAC	
WRITTEN BY	SALESMAN	TERR
JM	AHJ	0002
DATE PROMISED		9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)		
CITY OF WOODLAND		

CUSTOMER NO: WOODFO

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L Woodland, CA 95776

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I Woodland, CA 95776
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CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	C.O.D.			FREDDIE GARCIA	
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG
Ford	23	X2A	WHITE	56	
DEF TANK LOC	AXLE TYPE				
	4X2 SRW				
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE
		49	15	79	Diesel
					CAB TYPE
					Extended

QTY**PART NO./DESCRIPTION**

STREET SIDE VO

CURB SIDE VO

2	602911022 DC31 12 VOLT BATTERY W/BOX 2731, SEE PICTURES FOR REFERENCE ***** INSTALLED AT CURB SIDE REAR COMPARTMENT *****
1	62411-004 ECCO 47" LIGHTBAR 16-00023-E, ALLEY LIGHTS, TAKEDOWNS & SAFETY DIRECTOR w/ EZ2127513 CONTROLLER ***** INSTALLED AT TOP OF HEADACHE RACK (HRF-40) *****
4	62411-010 SQ. WORKLAMP 4", (5) 3 WATT LED, 1200 LUMENS, NORTH AM. SIG. #WLED-5S ***** (2) LIGHTS INSTALLED AT REAR END PANELS (1 PER SIDE) AND (2) UNDERNEATH LIGHTBAR (1 PER SIDE) ***** SEE PICTURES FOR REFERENCE *****
1	LOUVER-PANEL LOUVERS IN PANEL

Continued

SALES ORDER # 0479070******QUOTE VALID FOR 30 DAYS******

Page 4 of 5



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION		0479070	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
3/1/2024	POOL-SAC		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
JM	AHJ	0002	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			
CITY OF WOODLAND			

CUSTOMER NO: WOODFO

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O 530 QUALITY CIRCLE
L Woodland, CA 95776
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I Woodland, CA 95776
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CUST ORDER NO	TERMS C.O.D.	SHIP VIA	TRUCK ETA	CUSTOMER NAME FREDDIE GARCIA	CUSTOMER PHONE NO		
MAKE TRUCK Ford	YEAR 23	MODEL X2A	COLOR WHITE	CA DIM 56	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE 4X2 SRW
STOCK NO.	V.I.N. NO.	BED WIDTH 49	COMPT DEPTH 15	OA WIDTH 79	FUEL TYPE Diesel	CAB TYPE Extended	

QTY	PART NO./DESCRIPTION
1	STREET SIDE VO CURB SIDE VO INSTALLED AT LOCATION WHERE BATTERIES ARE HOUSED, SEE PICTURES FOR REFERENCE ***** M-2 VISE BRACKET, 12" X 12", STAINLESS STEEL ***** INSTALLED AT CURB SIDE REAR END PANEL *****

RECEIVED BY (PRINT NAME) _____

RECEIVED BY (SIGN) _____

DATE _____

THANK YOU FOR CHOOSING ROYAL TRUCK BODY !!!

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0479070**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION 0479070

DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED
3/1/2024	POOL-SAC	
WRITTEN BY	SALESMAN	TERR
JM	AHJ	0002
END USER (IF DIFFERENT THAN SOLD TO)	TAX SCHED	
CITY OF WOODLAND	CA YO WL	

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L Woodland, CA 95776
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I Woodland, CA 95776
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CUSTOMER NO: WOODFO

CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	C.O.D.			FREDDIE GARCIA	
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG
Ford	23	X2A	WHITE	56	
DEF TANK LOC	AXLE TYPE	STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH
	4X2 SRW			49	15
OA WIDTH	FUEL TYPE	CAB TYPE			
79	Diesel	Extended			

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	☐ STREET SIDE ☐ VO ☐ CURB SIDE ☐ VO		
4	62411-010 SQ. WORKLAMP 4", (5) 3 WATT LED, 1200 LUMENS, NORTH AM. SIG. #WLED-5S ***** (2) LIGHTS INSTALLED AT REAR END PANELS (1 PER SIDE) AND (2) UNDERNEATH LIGHTBAR (1 PER SIDE) ***** SEE PICTURES FOR REFERENCE *****	472.0000	1,888.00
1	LOUVER-PANEL LOUVERS IN PANEL INSTALLED AT LOCATION WHERE BATTERIES ARE HOUSED, SEE PICTURES FOR REFERENCE *****	900.0000	900.00
1	M-2 VISE BRACKET, 12" X 12", STAINLESS STEEL ***** INSTALLED AT CURB SIDE REAR END PANEL *****	654.0000	654.00
****QUOTE VALID FOR 30 DAYS****			

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

RECEIVED BY (PRINT NAME) _____

RECEIVED BY (SIGN) _____

DATE _____

Freight:	450.00
Net Order:	24,206.00
Sales Tax	
YOLO - CITY OF	0.00
GRAND TOTAL:	24,656.00

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0479070**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
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QUOTATION 0479070

DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED
3/1/2024	POOL-SAC	
WRITTEN BY	SALESMAN	TERR
JM	AHJ	0002
END USER (IF DIFFERENT THAN SOLD TO)	TAX SCHED	
CITY OF WOODLAND	CA YO WL	

CUSTOMER NO: WOODFO

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L Woodland, CA 95776
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CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	C.O.D.			FREDDIE GARCIA	
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG
Ford	23	X2A	WHITE	56	
DEF TANK LOC	AXLE TYPE				
	4X2 SRW				
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE
		49	15	79	Diesel
					CAB TYPE
					Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE ☐ VO CURB SIDE ☐ VO		
	2024/DEALER UNIT/FORD/F250/SUPER CAB PICKUP MCCLELLAN STOCK/MOUNT		
1	40-VO-98 40"H ROYAL BODY w/OPEN TOP LIDS ROYAL'S SECURITY HARDWARE, ONE-KEY SOLUTION AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT PKG.REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED WHITE AND INSTALLED.	7,650.0000	7,650.00
1	R-12-98-15-ECC EXT/CREW FORKLIFT ACCESSIBLE RACK	1,756.0000	1,756.00
1	HRF-40 HEADACHE RACK 40" - FORD	645.0000	645.00
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR	232.0000	232.00
	****QUOTE VALID FOR 30 DAYS****		Continued

SALES ORDER # 0479070

Page 1 of 4



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION 0479070

DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED
3/1/2024	POOL-SAC	
WRITTEN BY	SALESMAN	TERR
JM	AHJ	0002
END USER (IF DIFFERENT THAN SOLD TO)	TAX SCHED	
CITY OF WOODLAND	CA YO WL	

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I Woodland, CA 95776
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CUSTOMER NO: WOODFO

CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	C.O.D.			FREDDIE GARCIA	
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG
Ford	23	X2A	WHITE	56	
DEF TANK LOC	AXLE TYPE				
	4X2 SRW				
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE
		49	15	79	Diesel
					CAB TYPE
					Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE ☐ VO ☐ CURB SIDE ☐ VO ☐		
	** UTILIZE FACTORY **		
1	CAMF2 CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION***MUST BE EQUIPPED WITH FACTORY REAR VIEW CAMERA PROVISIONS***	426.0000	426.00
1	MK98FSG FORD GAS MOUNTING KIT 98 SINGLE	0.0000	0.00
1	FDPK FORD DIESEL PICK UP BED REMOVAL KIT, INCLUDING PICKUP BED REMOVAL AND DISPOSAL AND FORD DIESEL FUEL/DEF HOSE KIT ***TURN INDICATORS MAY NEED TO BE FLASHED AT THE DEALERSHIP*****	1,241.0000	1,241.00
1	/SP-ACC OUTLET	425.0000	425.00
	****QUOTE VALID FOR 30 DAYS****		Continued

SALES ORDER # 0479070

Page 2 of 4



ROYAL TRUCK BODY

4242 FORCUM AVENUE
STE# 400
MCCLELLAN, CA 95652
PHONE: 916-921-2639
FAX: 866-346-6103

QUOTATION 0479070

DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED
3/1/2024	POOL-SAC	
WRITTEN BY	SALESMAN	TERR
JM	AHJ	0002
END USER (IF DIFFERENT THAN SOLD TO)	TAX SCHED	
CITY OF WOODLAND	CA YO WL	

S WOODLAND FORD
O 530 QUALITY CIRCLE
L Woodland, CA 95776
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H 530 QUALITY CIRCLE
I Woodland, CA 95776
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CUSTOMER NO: WOODFO

CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO
	C.O.D.			FREDDIE GARCIA	
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG
Ford	23	X2A	WHITE	56	
DEF TANK LOC	AXLE TYPE				
	4X2 SRW				
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE
		49	15	79	Diesel
					CAB TYPE
					Extended

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE ☐ VO CURB SIDE ☐ VO WEATHERPROOF SINGLE GANG 20-AMP 125-VOLT DUPLEX GFCI OUTLET, INSTALLED AT CURB SIDE REAR COMPARTMENT, SEE PICTURE FOR REFERENCE *****		
1	INVERTER POWER INVERTER (GO POWER 5000 WATT INVERTER #GP-5000HD w/ GP-DC-KIT5 INSTALL KIT) MUST INCLUDE IN-LINE FUSE & AUXILIARY BATTERY ***** INSTALLED AT CURB SIDE REAR COMPARTMENT *****	1,895.0000	1,895.00
2	602911022 DC31 12 VOLT BATTERY W/BOX 2731, SEE PICTURES FOR REFERENCE ***** INSTALLED AT CURB SIDE REAR COMPARTMENT *****	1,372.0000	2,744.00
1	62411-004 ECCO 47" LIGHTBAR 16-00023-E, ALLEY LIGHTS, TAKEDOWNS & SAFETY DIRECTOR w/ EZ2127513 CONTROLLER ***** INSTALLED AT TOP OF HEADACHE RACK (HRF-40) *****	3,750.0000	3,750.00
****QUOTE VALID FOR 30 DAYS****			Continued

SALES ORDER # 0479070

Page 3 of 4



Preview Order C024 - X2A 4x2 Super Cab SRW: Order Summary Time of Preview: 02/14/2024 15:17:20 Receipt: 2/14/2024

Dealership Name: Woodland Ford

Sales Code : F72424

Dealer Rep.	Alfred Garcia	Type	Fleet	Vehicle Line	Superduty	Order Code	C024
Customer Name	CITY OF WOODL	Priority Code	C3	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F250 4X2 SUPERCAB PICKUP/164	\$47505	\$45130	JOB #2 ORDER	\$0	\$0
164 INCH WHEELBASE	\$0	\$0	FRONT LICENSE PLATE BRACKET	\$0	\$0
TOTAL BASE VEHICLE	\$47505	\$43783	PLATFORM RUNNING BOARDS	\$445	\$405
OXFORD WHITE	\$0	\$0	9900# GVWR PACKAGE	\$0	\$0
VINYL 40/20/40 SEATS	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0	SPARE TIRE AND WHEEL	\$295	\$269
PREFERRED EQUIPMENT PKG.600A	\$0	\$0	JACK	\$0	\$0
.XL TRIM	\$0	\$0	UPFITTER SWITCHES	\$165	\$150
.AIR CONDITIONING -- CFC FREE	\$0	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0	\$0
.AM/FM STEREO MP3/CLK	\$0	\$0	HEAVY SERVICE FRONT SUSPENSION	\$125	\$114
.6.8L DEVCT NA PFI V8 ENGINE	\$0	\$0	EXTERIOR BACKUP ALARM	\$175	\$160
10-SPEED AUTO TORQSHIFT-G	\$0	\$0	XL DRIVER ASSIST PACKAGE	\$730	\$665
LT245/75R17E BSW ALL-TERRAIN	\$165	\$150	SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1347
3.73 RATIO REGULAR AXLE	\$0	\$0	FUEL CHARGE	\$0	\$23.76
PICKUP BOX DELETE	\$-625	\$-569	ADVERTISING ASSESSMENT	\$0	\$0
.REAR VIEW CAMERA & PREP KIT	\$0	\$0	DESTINATION & DELIVERY	\$1995	\$1995
				MSRP	INVOICE
TOTAL BASE AND OPTIONS				\$50975	\$47145.76
DISCOUNTS				NA	NA
TOTAL				\$50975	\$47145.76

ORDERING FIN: QC339 END USER FIN: QC339

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

CNGP530

VEHICLE ORDER CONFIRMATION

02/14/24 18:06

=>

2024 F-SERIES SD

Dealer: F72.
Page: 1 0

Order No: C024 Priority: C3 Ord FIN: QC339 Order Type: 5B Price Level: .
Ord Code: 600A Cust/Filt Name: CITY OF WOODL PO Number:

X2A F250 4X2 S/C \$47505 \$45130.00 RETAIL DLR INV

Z1 164" WHEELBASE 18B JOB #2 BUILD FRT LICENSE BKT NC 445 405.01

A VNYL 40/20/40 425 9900# GVWR PKG 50 STATE EMISS NC 405.01

S MED DARK SLATE 435 BACKGLASS DEF 405.01

600A PREF EQUIP PKG 512 SPARE TIRE/WHL2 295 269.01

572 .AIR CONDITIONER NC 435 PWR STD RR WDW 405.01

.AMFM/MP3/CLK 512 TOTAL BASE AND OPTIONS 51410 47529.71

99A .6.8L DEV V8 ENG NC NC 51410 47529.71

44F 10-SPD AUTOMATC NC NC 51410 47529.71

TBM LT245 BSW AT 17 165 150.00 *THIS IS NOT AN INVOICE*

X37 3.73 REG AXLE NC NC 150.00 *THIS IS NOT AN INVOICE*

66D PU BOX DELETE (625) (569.00) * MORE ORDER INFO NEXT PAGE *

.RR CAM & PREP K F8=Next F3/F12=Veh Ord Meni

F1=Help F2=Return to Order

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

V1DP0255

QC0928:

CNGP530 VEHICLE ORDER CONFIRMATION

==>

Order No: C024 Priority: C3 2024 F-SERIES SD Ord FIN: QC339 Order Type: 5F
Ord Code: 600A Cust/Filt Name: CITY OF WOODL PO Number: f
RETAIL DLR INV

JACK
66S UPFITTER SWITCH 165 150.00
67D 190/250 AMP ALT NC
67H HVY SER FRT SUS 125 114.00
76C EX BACKUP ALARM 175 160.00
924 PRIVACY GLASS 30 28.00
96D XL DRIVER ASST 730 665.00
SP FLT ACCT CR (1359.00)
FUEL CHARGE 23.76
DEST AND DELIV 1995 1995.00

TOTAL BASE AND OPTIONS 51410 47529.76
TOTAL 51410 47529.76
THIS IS NOT AN INVOICE

F1=Help F2=Return to Order F7=Prev
F4=Submit F5=Add to Library F3/I
S099 - PRESS F4 TO SUBMIT

V1DP0255

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING
A BUDGET INCREASE TO THE FISCAL YEAR 2023/24 VEHICLE REPLACEMENT FUND
AND WATER ENTERPRISE FUND BUDGETS TO FUND THE REPLACEMENT OF A
WATER DISTRIBUTION VEHICLE**

WHEREAS, Vehicle #3-004 was deemed a total loss due to a traffic accident with an uninsured motorist; and

WHEREAS, the budget to replace Vehicle (#3-004) was not included in the Fiscal Year 23/24 budget; and,

WHEREAS, Council must approve any increases to the existing Fiscal Year 23/24 budget; and

WHEREAS, adequate funds have been located to purchase a replacement vehicle; and,

WHEREAS, an appropriation of \$83,727.45 from the Equipment Replacement Fund (2012) and a \$6,722.59 appropriation from the Water Enterprise fund (2210) is required for the purchase; and,

WHEREAS the City of Woodland Fleet Division requests authorization to award the vehicle purchase to Woodland Ford based on the City's Local Bidder's Preference Policy; and

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

SECTION 1. That the City Council hereby authorizes the purchase of a replacement Public Works Utility Vehicle and required equipment for the Water Distribution Division for a total purchasing price of \$83,727.45; and

SECTION 2. Awards the vehicle purchase to Woodland Ford; and

SECTION 3. Authorizes the appropriation of \$83,727.45 from the Equipment Replacement Fund (2012) and a \$6,722.59 appropriation from the Water Enterprise fund (2210) is required for the purchase.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, MMC, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.9
SUBJECT: Agreement Renewal with Advance Peace for Gun Violence Reduction Program Services to the City

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____ (1) authorizing the City Manager to execute an agreement renewal with Advance Peace for gun violence reduction program services in the amount not to exceed \$200,000 per year and (2) authorizing the City Manager to carry forward \$100,000 appropriated in FY23 to FY24 in Measure R (Fund 1102) to close out the initial Advance Peace contract.

Staff Contact

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

Fiscal Impact

City funding to continue the Advance Peace Peacemaker Fellowship strategy in Woodland will not exceed \$200,000 each year. The funds will continue to cover the cost of two full-time Fellowship staff and cover operating costs (facilities, supplies and equipment, direct client support expenses, program expenses, internships, and indirect costs). Budget details are included in Exhibit B in the attached contract.

City Council approved the annual appropriation of \$200,000 for the next three years as part of the Measure R spending plan at the May 2, 2023, Council meeting.

Background

The City Manager's Office and the Police Department actively evaluate strategies to address gun violence in the community. In 2019, Police Chief Derrek Kaff initiated contact with representatives from Advance Peace, a non-profit organization based in Richmond, California. Advance Peace, through its Peacemaker Fellowship strategy, works to interrupt gun violence in urban neighborhoods by providing transformational opportunities for young adults identified as most likely to be perpetrators and/or victims of gun violence. A priority of the Peacemaker Fellowship is to ensure greater support and connectivity to human, social, and economic opportunities for young adults who are traditionally isolated from those services. By working with and supporting a targeted group of individuals at the core of gun hostilities, Advance Peace bridges the gap between anti-violence programming and a hard-to-reach population at the center of violence in urban areas. Specifically, their Peacemaker Fellowship program provides opportunities for young adults by placing them in high-engagement, personalized 18-month fellowships grounded in evidence-based practices that include:

- Street Outreach
- Mentoring
- Intensive Case Management
- Life Skills Training
- Cognitive Behavioral Therapy
- Subsidized Employment

Several cities in California have invested in the Peacemaker Fellowship program as a key element of their strategy to address increasing rates of gun violence in their communities. The cities of

Richmond, Sacramento, Stockton, and Fresno have all partnered with Advance Peace to develop and implement this model; regular assessments show positive outcomes in each community. The City of Woodland entered into partnership with Advance Peace in April 2021 with an initial 3-year agreement which has seen the same positive outcomes. Most notably, since the Advance Peace Peacemaker Fellowship in Woodland was established gun related incidents in the community have seen a dramatic decline.

The images below summarize results from the Center for Global Healthy Cities, UC Berkeley for calendar year 2023.

21 Fellows served. 22 Average age. 82% Latino. 100% Alive. 95% no new gun injuries. 86% not arrested. 9% arrested on a gun charge.

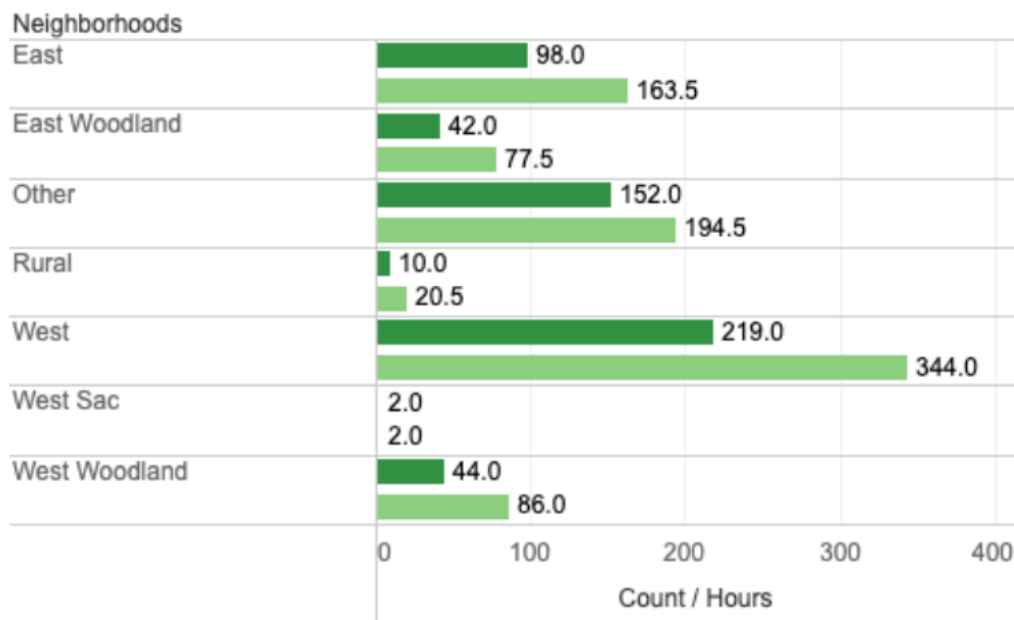
5,801 total engagements for 8,088 hours in 2023.

Table 1 Woodland, CA: Annual Firearm Homicides (187a) and Firearm Assaults

	2018	2019	2020	2021	2022	2023	% Change, 2022-23
Firearm Homicides	0	7	1	2	0	1	+100%
Firearm Assaults	8	17	23	32	3	3	0

567 Street Outreaches for 888 hours. Street Outreach is when an AP NCA engages someone with close proximity, influence, relevance & importance to a Fellow, like a family member, but the person is not a Fellow.

Street Outreach by Area



116 Total Conflict Responses for 400 hours, specifically:

34 General Conflict Mediations for 88.5 hours. These are interventions in the community to resolve a dispute that likely involves or impacts a Fellow and takes place during normal business hours. No guns were present or likely to be used.

17 After Hours Conflict Mediations for 49.5 hours. These are general conflicts (see above) that occurs after normal business hours (i.e., in the middle of the night).

18 Shooting Responses for 98 hours. This is when an AP NCA goes to the scene of a shooting and works to understand what happened and prevent any potential retaliation.

19 Cyclical & Retaliatory Gun Violence Interruptions (CRGVI) for 89 hours. CRGVI are when an AP NCA interrupts a conflict where guns are present and/or very likely to be used. Also, where the conflicting parties are/have been engaged in retaliatory gun violence.

28 Social Media conflict mediations for 78 hours – This is when an NCA scans social media and comments on, advises, intervenes to address a post made by Fellow on various social media (Instagram, Facebook, etc.) that likely antagonizes and could/does stimulate a violent response.

AP Woodland/Yolo County, Peacemaker Fellowship, accomplishments

5,801 – Total Fellow touchpoints – These are the total number of times a fellow was engaged by the ONS/AP staff, which includes all fellow engagements, referrals and services (more detail on these below). **276** = average number of touches a fellow received this year.

2,743 Fellow Engagements for 5,494 hours – This is when an NCA/Peacekeeper meets with and/or contacts a fellow and offers them support, mentorship and/or some of the services and referrals detailed below.

502 - Referrals, for 1,335 hours. The NCAs also refer their Fellows to social service providers, such as substance abuse, anger management, housing, food security and others. The AP NCA most frequently will bring and accompany a Fellow to the social service. This is what the organization calls a ‘hard referral.’ (additional referrals & hours not appearing in the table below were categorized as ‘other/unspecified).

Referral Type	Number Fellow Receiving	Referral hours
Anger Management	4	5
Court	3	66
Education Vocational Support	5	55.5
Family Supports	4	17.5
Food Assistance	13	404.5
DMV/Driver License	7	56
Housing	7	116.5
Work	13	241
Mental Health/Health care	13	13.5
Pro-social leadership skills & activities	12	243
Restorative Justice	2	5.5
Violence Avoidance & Social Emotional Learning	4	6

Renewal of this agreement means continued support of the City’s commitment to ensuring that youth and young adults most impacted by gun violence lead productive, safe, healthy, and law-abiding lives free from gun violence. Advance Peace will continue to build and sustain local community capacity to interrupt gun violence in Woodland and effectively bridge the gap between conventional anti-violence programs and those most affected by gun violence.

Conclusion: Staff recommends that the City Council approve Resolution No. _____ (1) authorizing the City Manager to execute an agreement renewal with Advance Peace for gun violence reduction program services in the amount not to exceed \$200,000 per year and (2) authorizing the City Manager to carry forward \$100,000 appropriated in FY23 to FY24 in Measure R (Fund 1102) to close out the initial Advance Peace contract.



Ken Hiatt
City Manager

Attachments:

1. Resolution - Agreement with Advance Peace 2024-04-02
2. Advance Peace Professional Services Agreement Renewal 2024-04-02

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1)
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT RENEWAL
WITH ADVANCE PEACE FOR GUN VIOLENCE REDUCTION PROGRAM
SERVICES IN THE AMOUNT NOT TO EXCEED \$200,000 PER YEAR AND (2)
AUTHORIZING THE CITY MANAGER TO CARRY FORWARD \$100,000 IN FY23 TO
FY24 IN MEASURE R (FUND 1102) TO CLOSE OUT THE INITIAL ADVANCE
PEACE CONTRACT.**

WHEREAS, City Manager's Office and the Police Department actively evaluate strategies to address gun violence in the community; and

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

WHEREAS, the City of Woodland entered into partnership with Advance Peace in April 2021 with an initial 3-year agreement with positive outcomes; and

WHEREAS, renewal of this agreement means continued support of the City's commitment to ensuring that youth and young adults most impacted by gun violence lead productive, safe, healthy, and law-abiding lives free from gun violence; and

WHEREAS, Advance Peace will continue to build and sustain local community capacity to interrupt gun violence in Woodland and effectively bridge the gap between conventional anti-violence programs and those most affected by gun violence.

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute an agreement renewal with Advance Peace for gun violence reduction program services in the amount not to exceed \$200,000 per year; and

SECTION 2. That the City Council hereby authorizes the City Manager to carry forward \$100,000 appropriated in FY23 to FY24 in Measure R (Fund 1102) to close out the initial Advance Peace contract.

PASSED AND ADOPTED by the City Council this 2nd day of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Ethan Walsh, City Attorney

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR GUN VIOLENCE REDUCTION
PROGRAM SERVICES**

CM #	
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This Agreement is made and entered into this 2nd day of April, 2024 by and between the City of Woodland, a California municipal corporation (“City”) and Advance Peace (fiscal agent, Safe Passages, Incorporated), a non-profit corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing gun violence reduction program services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services as specified in Exhibit A (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 **General Scope of Services.** Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional gun violence reduction program consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 **Term.** The term of this Agreement shall be from April 21, 2024 to June 30, 2025 (Year 1), unless earlier terminated as provided herein. The agreement may be extended for two

back-to-back 12-month periods (Years 2 & 3 respectively) as soon as Consultant confirms the fiscal agent. Upon receipt of the fiscal agent information for Years 2 & 2, City will draft amendment for signature by the City, Consultant and fiscal agent. Consultant shall complete the Services within the term of this Agreement and subsequent amendments, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit A attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits A attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the annual amounts and for the purposes set forth in Exhibit B attached hereto and incorporated herein by reference. The total compensation shall not exceed \$200,000 annually without written approval of the City Manager or his designee. Consultant shall not be reimbursed for any expenses unless authorized in writing by City and consistent with the annual budget set forth in Exhibit B. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall invoice the City according to the table below:

	Performance Period	Consultant to Invoice City	Amount	Fiscal Agent
Year 1	04/21/24-12/31/24	6/30/2024	\$100,000	Safe Passages
	01/01/25-06/30/25	12/31/2024	\$100,000	Safe Passages

For Years 2 and 3 (contingent upon confirmation of a fiscal agent and execution of a contract amendment), Consultant shall then invoice the City according to the table below:

	Performance Period	Consultant to Invoice City	Amount	Fiscal Agent
Year 2	07/01/25-12/31/25	6/30/2025	\$100,000	Pending
	01/01/26-06/30/26	12/31/2025	\$100,000	Pending
Year 3	07/01/26/12/31/26	6/30/2026	\$100,000	Pending
	01/01/27-06/30/27	12/31/2026	\$100,000	Pending

City will make the subsequent payments upon satisfactory review of the prior quarter report from Consultant.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this

Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

5.3.1 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates Khaalid Muttaqi, Chief Operation Officer, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement,

shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$2,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person

authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4)

years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. As long as the Consultant remains in good standing with all contractual services, the City commits to seeing the completion of this three year agreement. However, City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: City Manager's Office

Consultant:

Advance Peace
440 Civic Center Plaza Suite 360
Richmond, CA 94804
Attn: Marcus McGhee

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

11.2 Indemnification.

11.2.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

11.2.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify,

and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant,

and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 California Labor Code Requirements.

11.5.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment

of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

11.5.2 If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

11.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

11.6 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys’ fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

11.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

11.21 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

11.22 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

11.23 Federal Provisions. If funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit C (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

ADVANCE PEACE (fiscal agent Safe Passages)

By: _____
Ken Hiatt
City Manager

By: _____
DeVone Boggan
Chief Executive Officer, Advance Peace

By: _____
Josefina Alvarado Mena
Chief Executive Officer, Safe Passages

Attest:

Attest:

By: _____
Ana Gonzalez
City Clerk

By: _____
[Name]
[Title]

Approved as to Form:

By: _____
Ethan Walsh, City Attorney
Best Best & Krieger LLP

EXHIBIT “A”

Scope of Work

Advance Peace

TECHNICAL ASSISTANCE/SUPPORT AGREEMENT

City of Woodland

PERSONNEL Management Support

- Provide job descriptions for Program Manager, Neighborhood Change Agents (NCAs) and Peacekeepers.
- Assist with recruiting, screening, and hiring of staff.
- Provide 100 hours of training and development for new staff.

OPERATIONS Management Support

- Participation in weekly strategy meetings with Program Managers from other AP cities.
- Support gradual step-by-step roll out of program components to ensure model fidelity and program effectiveness.
- Participation in quarterly Learning Community retreats with Evaluator and State/National partners.
- Monthly meetings with City staff and program partners.

PROGRAM DEVELOPMENT & IMPLEMENTATION Support

- Assist with the identification, assessment, selection/enrollment and mapping of Peacemaker Fellows.
- Support program buildout including stakeholder engagement, hot spot assessment, branding, infrastructure, and strategic communications.
- Cultivate capacity of local service providers and public systems to better serve target population.
- Develop protocols for law enforcement and staff interactions.
- Support future grant development to solidify and promote program sustainability.

LEARNING and EVALUATION Support (UC Berkeley)

- Collect and provide aggregate and individualized data with unique identifiers associated with Fellowship participants and their engagement with associated activities of the Peacemaker Fellowship.
- Provide data analysis of gun-related assaults and homicides using a multivariable negative binomial mixed-effects regression at the level of the city, hot spot neighborhoods and specific timeframes.

- Produce final evaluation report of program delivery, indicators of program success, and outcomes.

BENCHMARKS

- Hire and train staff and secure office location within the City of Woodland.
- Secure MOU's with key community partners.
- Launch street outreach apparatus within 6 months of contract execution. Begin identifying and engaging potential fellows and providing community conflict mediation.
- Provide quarterly reports to the City jurisdiction demonstrating progress within 30 days following end of each quarter.
- Provide 18-month intensive Peacemaker Fellowship engagement to at least 20 in-risk residents.
- Upon completion of second year of operations, provide 2-Year comprehensive evaluation report including but not limited to:
 - o Number of participants that complete the program
 - o Number of participants with new gun charges/arrest
 - o Social services received after enrolling in program
 - o Percentage of LifeMAP milestones reached by fellows
 - o Number of fellows entering internships
 - o Number of participants injured or deceased from gunfire
- Continue on-going street outreach apparatus, conflict mediations, and engagement with additional 15-20 potential fellows for next Peacemaker Fellowship.

GOALS

- 100% of enrolled participants receive cognitive behavioral therapy, culturally competent mentoring/life coaching and other supportive services.
- 75% of enrolled participants complete 18-month Fellowship.
- 65% of enrolled participants remain free of new gun charges while enrolled in the program.
- 70% of enrolled participants with no new firearm related injuries or hospitalizations while enrolled in the program.
- 80% of enrolled participants will accomplish one or more LifeMAP milestones.
- 50% of participants receive work-readiness training

EXHIBIT “B”

Advance Peace
City of Woodland

Budget Narrative
Annual

Personnel: \$134,500

1 FTE Program Director: Supervision, oversight, program reporting and program design

1 FTE Neighborhood Change Agents (NCA) to conduct street outreach, crisis response and provide case management to fellows. NCAs provide culturally competent healing-centered mentorship and are accessible to the fellows 365 24/7 for at least 18 months.

Operations: \$35,500

Facilities - office space in Woodland for daily Advance Peace staff meetings, weekly Life Skills classes, and counseling sessions for fellows.

Supplies/Equipment - phones, uniforms, office furniture, computers, mileage reimbursements.

Direct Client Support - direct support including food, educational supplies, transportation, clothes, household items and other needs related to facilitating successful program engagement.

Program Expenses - Life Skill classes, LifeMAPs, Transformative Travel, Elders Circle.

AP Technical Support, Evaluation, Training & Development

Administrative Cost @ 15%: \$30,000



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.10
SUBJECT: County Road 25A (Parkland Ave. to Miekle Ave.)
Improvement Project, CIP 24-05; Appropriate
additional SLIF funds, Authorize Construction
Contract Award, Approve Construction Management
& Inspection Contract, and Approve Design Contract
Amendment

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

- 1.) Appropriate \$4,550,000 in Spring Lake Infrastructure – Roads funding (Fund 682) for the Project; and
- 2.) Approve a construction contract for the County Road 25A (Parkland Ave to Miekle Ave) Project, CIP 24-05; award the construction contract in an amount not to exceed \$3,400,000 to the lowest responsive, responsible bidder; authorize a contract contingency up to 15% (\$511,000); and authorize the City Manager to execute the construction contract and change orders; and
- 3.) Approve a consultant services contract amendment for design with Cunningham Engineering in the amount of \$25,000 for a total agreement amount of \$166,100 and authorize the City Manager to execute the amendment; and
- 4.) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$337,036.00; authorize a contract contingency up to 15% (\$50,555); and authorize the City Manager to execute the agreement and amendments.

Staff Contact:

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

Fiscal Impact:

A review of the Spring Lake Infrastructure Fee (SLIF) fund balances last year revealed that there are sufficient funds available to pay for some projects that have been desired by Spring Lake residents. The additional funding is primarily due to additional bond funding from the City's most recent bond sale. The most notable Spring Lake project yet to be completed is the CR 25A segment that completes the existing gap between Parkland Avenue and Meikle Avenue. Previous actions included the appropriation of \$185,000 in funding to cover design costs for this road segment.

Actual bid prices were not known at the time this report was written (bids to open on 3/28/24). The engineer's estimate of construction cost is \$2,9620,000. Staff is requesting that the Council grant approval to award a construction contract up to 15% over the engineer's estimate (\$3,400,000). The project is entirely funded by the SLIF Roads Fund (Fund 682). The current action includes the appropriation of \$4,550,000 in additional SLIF funding to cover the total project costs including, construction, contingency, construction management & inspection, and project management. The total project cost is estimated at \$4,735,000.

There is no impact to the General Fund.

Background:

When the Spring Lake Capital Improvement Plan (SL CIP) was originally approved in 2004, the full length of CR 25A was included in the project funding. When the SL CIP was updated in 2009, the segment from Promenade Drive to Parkland Avenue was removed from the plan in order to reduce developer impact fees during the great recession. When the SL CIP was updated in 2017, the segment from Promenade Drive to Meikle Avenue was added to the plan along with the green belt improvements on the north side of the road for the entire width of Spring Lake. The proposed project will complete the entire length of CR 25A between SR 113 and CR 102. Because of the increase in traffic at the CR 102/CR 25A intersection, signal improvements have been added to the scope of this project.

This project is included in the Spring Lake CIP and is needed to provide adequate traffic circulation. CR25A will be a 2-lane road and will complete the gap between the roundabouts previously constructed at Parkland Avenue and Mickle Avenue. The project includes new storm drain infrastructure, street lighting and other improvements necessary for the complete roadway. This project also includes the construction of the signal improvements at the CR 102/CR 25A intersection.

Discussion:

On December 19, 2023, Council approved plans and specifications for the project. Some late design coordination, primarily related to the intersection improvements at CR-25A & CR-102, delayed bid advertisement until March 7, 2024. Bid opening is scheduled for March 28, 2024. Immediately after bid opening, staff will perform a thorough review of the bids to determine compliance with all technical submittal requirements. Public contract code also allows for bid protests to be submitted for City review up to 5 days after opening of the bids. With this action, staff is requesting that Council grant the City Manager authority to execute a construction contract, up to 15% over the Engineer's Estimate, with the lowest responsible and responsive bidder upon determination that the bid documents are compliant with all technical submittal requirements. Pending confirmation that there are no valid bid protests, staff will have the City manager execute the contract pursuant to council action.

To provide adequate construction management, specialized inspection and testing in compliance with the quality assurance requirements for the project, staff is requesting that Council approve a consultant services agreement with Associated Engineering Consultants, Inc. in the amount of \$337,036.00.

Staff is requesting that Council approve a construction contract contingency up to 15% to account for unforeseen conditions and a 15% contingency on the consultant contract for inspection of any additional work.

Staff anticipates construction starting in May and completion by the end of this calendar year, weather permitting.

Staff is also requesting that Council approve an amendment to the consultant service agreement with Cunningham Engineering in the amount of \$25,000 for a total contract of \$166,100. The amendment to the design contract will cover continued design support services during construction to address construction conflicts and to expedite project completion. Construction support tasks include responding to contractor's questions and providing clarifications during construction.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to
1.) Appropriate \$4,550,000 in Spring Lake Infrastructure – Roads funding (Fund 682) for the Project;

and

2.) Approve a construction contract for the County Road 25A (Parkland Ave to Miekle Ave) Project, CIP 24-05; award the construction contract in an amount not to exceed \$3,400,000 to the lowest responsive, responsible bidder; authorize a contract contingency up to 15% (\$511,000); and authorize the City Manager to execute the construction contract and change orders; and

3.) Approve a consultant services contract amendment for design with Cunningham Engineering in the amount of \$25,000 for a total agreement amount of \$166,100 and authorize the City Manager to execute the amendment; and

4.) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$337,036.00; authorize a contract contingency up to 15% (\$50,555); and authorize the City Manager to execute the agreement and amendments.

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
2. Exhibit

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT
AND CONSULTANT AMENDMENT FOR THE COUNTY ROAD 25A (PARKLAND
AVE. TO MIEKLE AVE.) IMPROVEMENT PROJECT, CIP 24-05**

WHEREAS, the Project is identified in the current capital budget as the CR-25A (Parkland Ave. to Miekle Ave.) Improvement Project (CIP #24-05); and

WHEREAS, the Project is currently funded with \$185,000 in SLIF Roads (Fund 682) funding, and an additional \$4,550,000 appropriation is required to cover the total project costs including, construction, contingency, construction management & inspection, and project management. Total project cost is estimated at \$4,735,000; and

WHEREAS, the project will construct CR25A (Parkland Ave. to Miekle Ave.) which includes a new road, storm drain utilities, street lighting, landscaping, and signal improvements at the CR 102/CR 25A intersection necessary for the complete roadway and to provide adequate bicycle/pedestrian and traffic circulation; and

WHEREAS, the City Council approved the plans and specifications and authorized bid advertisement on December 19, 2023; and

WHEREAS, staff is requesting that Council grant approval to award a construction contract up to 15% over the engineer's estimate (\$3,400,000); and

WHEREAS, the City wishes to award the construction contract in an amount not to exceeded \$3,400,000 to the lowest responsive, responsible bidder; authorize a contract contingency up to 15% (\$511,000); and

WHEREAS, the original consultant services agreement with Cunningham Engineering Consultants was approved in the amount of \$110,100, and amendment #1 was for \$31,000 and the City wishes to approve amendment #2 for \$25,000.00 for a total contract amount of \$166,100 and authorize its execution through the adoption of this Resolution.; and

WHEREAS, the City desires to have the construction management, inspection and testing performed by an experienced consultant that was selected through a qualifications based selection process; and

WHEREAS, the City wishes to approve the consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$337,036.00 and authorize contingency up to 15%; and

WHEREAS, pursuant to CEQA Section 15162, the project improvements are consistent with the prior approved Environmental Impact Report (SCH #99022069, Turn of the Century EIR) for the Spring Lake Specific Plan certified on August 15, 2000, and no additional environmental analysis is required for the project.

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

Section 1. The City Council hereby authorizes the additional appropriation of \$4,550,000 of SLIF Roads Funding (Fund 682) to the CR25A (Parkland Ave. to Mickle Ave.) Improvement Project, CIP 24-05.

Section 2. The City wishes to award the construction contract in an amount not to exceed \$3,400,000 to the lowest responsive, responsible bidder and authorize a contract contingency up to 15% (\$511,000); The City Manager is hereby authorized and directed to execute the contract and change orders up to 15%, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 3. The City Council hereby approves Contract Amendment #2 with Cunningham Engineering, Inc. in the amount of \$25,000. The City Manager is hereby authorized and directed to execute the Amendment, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Amendment does not change.

Section 4. The City Council hereby approves the consultant services agreement with Associated Engineering Consultants, Inc. in the amount of \$337,036. The City Manager is hereby authorized and directed to execute the contract and change orders up to 15% of the original contract amount, subject to City Attorney approval. 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 5. Copies of the Construction Contract, the Consultant Agreement for Construction Management and Inspection Services, and the 2nd Amendment to the Design Services Contract 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 the City Council held on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

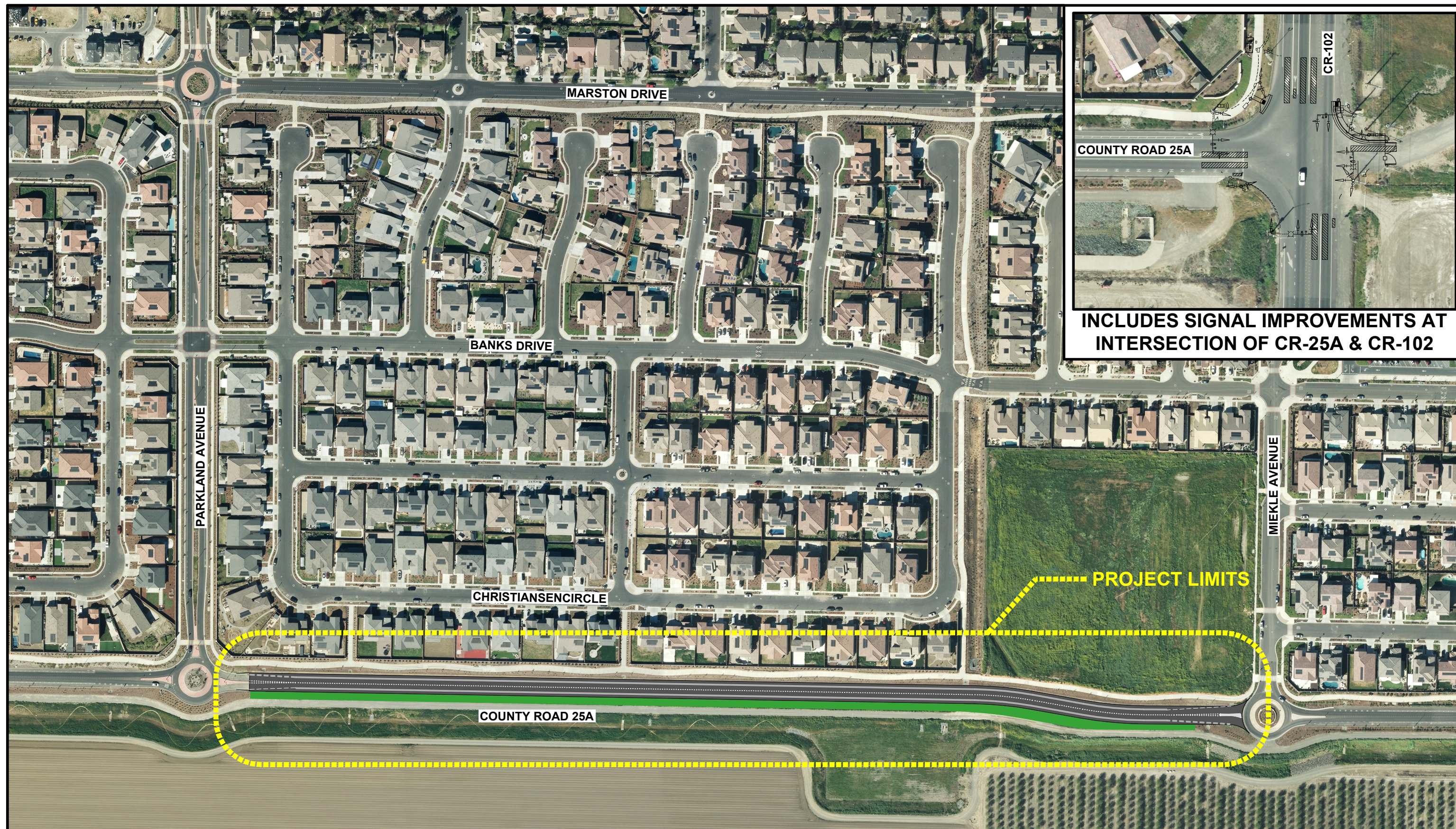
ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.11
SUBJECT: Public Works Uniform Rental Services Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a 3-year agreement for Uniform Rental Services for Public Works in the amount of \$240,000.

Staff Contact

Courtney Morgan, Public Works Admin III, 530-661-5991, courtney.morgan@cityofwoodland.gov

Fiscal Impact

The proposed agreement with Cintas includes an estimated annual cost increase of about \$20,000. The increase is due to several factors including Public Works Collections division now being fully staff and Cintas providing more size options as well as high visibility uniforms and a women's line for female employees. Future rate increases are capped within the agreement at 2.5% and 3.4% for the following 2 years. Costs associated with the proposed agreement are included in the approved Public Works operating budget.

Background

Under the MOU with the Woodland City Employees Association, the City is required to provide uniforms to Public Works personnel. Each Public Works full time employee receives 11 shirts and 11 trousers, and temporary workers receive six (6) of each. These uniforms are provided, cleaned, and maintained by a uniform service that picks up soiled uniforms weekly and replaces them with clean clothing. They also provide clean floor mats, shop rags and dust mops on the same schedule. With Cintas, uniforms that are retired are replaced free of charge. The City will still incur the cost of lost or damaged garments.

The City has been utilizing Unifirst for Uniform Rental Services since April 2019. Changes in staffing both within Public Works and with Unifirst have created discrepancies in uniform stock and expectations. Also, Unifirst has very limited size options, which has kept some staff members from the service, and they have no women's line.

Recently, PW staff explored other options for Uniform Rental Services and compared the service of Unifirst with Cintas and Prudential. Cintas has a superior garment tracking process, a wider range of high visibility sizes and a women's line. They best meet the requirements of City staff.

Discussion

Public Works has an overriding commitment to safety for the public and for staff. Because so many public works employees operate in the Right of Way (ROW) over the course of their day, the high visibility stripes on the uniforms must provide the design level of visibility.

In addition to improved service and wider selection, Cintas uniform tracking will ensure that uniforms are replaced prior to the degradation of reflectivity, which ensures that Public Works is meeting the OSHA high visibility requirements when working in the ROW. Currently, Unifirst is not fulfilling this service obligation in a timely manner.

Because of the nature of the services, City staff solicited proposals from an adequate number of firms, determined that Cintas' proposal is most advantageous, and determined that a more formal, extensive process is unlikely to yield better results.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a 3-year agreement for Uniform Rental Services for Public Works in the amount of \$240,000.

Prepared by:

Courtney Morgan, Public Works Admin III



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Prof Services Agreement - Cintas

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE ENTERING INTO A UNIFORM RENTAL SERVICES AGREEMENT FOR PUBLIC
WORKS**

WHEREAS, the City of Woodland ("City") Memorandum of Understanding with the Woodland City Employees Association requires the City to provide uniforms and laundry services for certain members, and

WHEREAS, personnel require high reflectivity uniforms to safely work within the ROW as well as other specialized uniforms, and

WHEREAS, The City seeks to provide these uniforms with the best possible service at the lowest price, and

WHEREAS, Cintas was determined to have the necessary experience, qualifications and range of products to suit the needs of the City; and

WHEREAS, Entering into a contract with Cintas will provide more equal access to uniforms for all individuals within Public Works; and

WHEREAS, an agreement has been prepared between the City of Woodland and Cintas Uniform Company for rental and laundry services that is in the best interest of both parties; and

WHEREAS, the City Council wishes to approve the above-mentioned agreement and authorize its execution through the adoption of this Resolution; and

WHEREAS, the City Municipal Code at section 3.32.140, subd. E provides that competitive bidding is not required:

When the Purchasing Officer and the authorized contracting party, with the approval of the City Manager, determines that it is in the best interest of the City and its administrative operations to dispense with public bidding for non-public projects under this chapter.

WHEREAS, the Purchasing Officer and the authorized contracting party have found that it is in the best interest of the City and its administrative operations to dispense with public bidding for non-public projects under this chapter for this contract because City staff obtained proposals from an adequate number of proposers and the nature because of the nature of the services a more formal, extensive process is unlikely to yield better results ("Staff Finding").

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: This City Council hereby approves the Staff Finding.

Section 3: The City Council hereby approves City Manager to enter into a 3-year agreement with Cintas for \$240,000 for Uniform rental and laundry services in the form accompanying the Staff report, subject to minor revisions that may be required by the City Manager and City Attorney

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, MMC, City Clerk

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR UNIFORM SERVICES**

CM #	
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This Agreement is made and entered into this ____ day of **April, 2024** by and between the City of Woodland, a California municipal corporation (“City”) **Cintas Corporation No. 2** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **uniform, towel, and mat rental and related facility** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services for Woodland Public Works Uniforms (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **uniform, towel, and mat rental and related facility** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from **April** ____, **2024** to **December 31, 2027**, unless earlier terminated as provided herein, except that the City at its option may extend the term for two (2) additional one year periods, in which case Compensation set forth below may be increased by not to exceed 3.1% under the first extension and a further 2.55% under the second extension. Consultant shall complete the Services within the term of this Agreement, and shall

meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”).

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred and forty thousand (\$240,000) without written approval of City’s Public Works Director. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative. If consultant elects to perform Extra Work, the Parties shall amend this Agreement (and/or the applicable Exhibits) to reflect the addition of such Extra Work

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City.

5.3.1 City's Representative. The City hereby designates **The Public Works Director**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates _____, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as

safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an

extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.2 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, but only to the extent of Consultant's indemnification obligations under this Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.3 Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.3.1 Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.3.2 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3.3 Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.3.4 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.4 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.4.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties, except with respect to the acts or omissions of the City.

6.3.4.2 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of

cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.5 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.5.1 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement during reasonable business hours of the Contractor and upon at least 30 days advance written notice.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days

before the effective date of such termination. Notwithstanding the foregoing, if this Agreement is terminated, in whole or in part, by the City prior to the expiration of the initial term for any reason other than documented quality of service reasons or other cause which is not cured by Consultant within fifteen (15) days of its receipt of notice or terminated by Consultant for cause at any time, the City will pay to Consultant, as liquidated damages and not as a penalty, 20% of the remaining Compensation due for the remainder of the initial 3 year term of this Agreement. If this Agreement is terminated by the City for cause, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Craig Locke Public Works

Consultant:

CINTAS CORPORATION NO. 2
6800 Cintas Boulevard
Mason, Ohio 45262-5737
Attn: General Counsel

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

11.2 Indemnification.

11.2.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement; provided that such indemnification obligations shall not apply to any Claims arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

11.2.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States

Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

11.11 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.12 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.13 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of

Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

11.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

11.19 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

11.20 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

CINTAS CORPORATION NO. 2

By: _____
Ken Hiatt
City Manager

[Title]

By: _____
[Name]

Attest:

By: _____
Ana Gonzalas
City Clerk

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

EXHIBIT “B”
SCHEDULE OF SERVICES

EXHIBIT “C”
COMPENSATION



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.12
SUBJECT: Multiple Police Grant Award Appropriations

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$200,720.52 to Fund 1330 for the purchase of the awarded items and services.

Staff Contact

Derrek Kaff, Police Chief, Derrek.Kaff@cityofwoodland.gov, (530) 661-7865

Council Goal

This recommendation supports three of the four Council goals: (1) Improve Quality of Life; (2) Strengthen Public Safety & Infrastructure; and (3) Enhance Governance and Fiscal Responsibility.

Fiscal Impact

The requested funds will cover the purchase of the awarded equipment and services listed in the table below, which will then be reimbursed through the corresponding grant awards received by the City. The Police Department will absorb in its current department budget the cost difference that exceeds the 2023 JAG grant in purchasing the five Flock cameras as specified below.

Background

The Police Department is diligent in pursuing grant opportunities to supplement its budget in support of fulfilling the department's mission. The grant awards the Department received earlier this fiscal year are summarized in the table below, followed by brief descriptions:

Grant Name	Amount	Funded Item
2023 HSGP	\$ 13,606.92	Mobile Video Evidence Collection
2023 HSGP	\$ 48,648.60	Night vision scopes equipment
2022 JAG	\$ 17,151.00	3 Flock cameras equipped with license plate readers
2023 JAG	\$ 36,314.00	5 Flock cameras equipped with license plate readers. The Department will absorb the cost difference of \$2,936 in its current budget.
2022 BHJIS 2nd supplemental award	\$ 85,000.00	2nd Mental Health Clinician
TOTAL	\$ 200,720.52	

The **Homeland Security Grant Program (HSGP)** provides funding to states, territories, urban areas, and other local and tribal governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. The Department was awarded 2023 HSGP grant funds to purchase night vision scopes and mobile video evidence collection equipment.

The **Edward Byrne Memorial Justice Assistance Grant (JAG) program** is the leading source of federal justice funding for state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, crime victim and witness initiatives, mental health programs and related law enforcement and corrections program. The Department received 2022 JAG grant funds for the purchase of 3 Flock cameras and 2023 JAG grants for the purchase of 5 Flock cameras. All cameras are equipped with license plate readers.

The California Department of Health Care Services (DHCS) implemented the **Behavioral Health Justice Intervention Services (BHJIS)** Project to provide funding to help local communities address critical intervention points through which individuals with mental and substance-use disorders can be diverted from criminal justice involvement. Funds may be used for a wide array of collaborative planning, development activities, and training. Funds may be used to implement a co-responder team by embedding behavioral health clinicians, case managers, or peers into law enforcement, fire, EMS, and/or other co-responder teams. The Department received \$60,000 in FY22 which funded the addition of a second mental health clinician. This grant was extended to an additional \$18,000 in FY23, which was supplemented by Prop 172 funds. The Department received another supplemental award of \$85,000 this current fiscal year; this funding will be split into distributions of \$25,000 for FY24 and \$60,000 for FY25.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$200,720.52 to Fund 330 for the purchase of the awarded items and services.

Prepared by: Elle Murphy, Senior Management Analyst

Reviewed by: Dallas Hyde, Deputy Police Chief
Derrek Kaff, Police Chief



Ken Hiatt
City Manager

Attachments:

1. Resolution - Multiple Grant Awards 2024-04-02

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$200,720.52 TO FUND 330 FOR THE PURCHASE OF THE AWARDED ITEMS AND SERVICES.

WHEREAS, the Woodland Police Department is diligent in pursuing grant opportunities to supplement its budget in support of fulfilling the department mission; and

WHEREAS, the following grant awards the Police Department received earlier this fiscal year are summarized in the table below; and

Grant Name	Amount	Funded Item
2023 HSGP	\$ 13,606.92	Mobile Video Evidence Collection
2023 HSGP	\$ 48,648.60	Night vision scopes equipment
2022 JAG	\$ 17,151.00	3 Flock cameras equipped with license plate readers
2023 JAG	\$ 36,314.00	5 Flock cameras equipped with license plate readers. Department will absorb the cost difference of \$2,936 in its current budget.
2022 BHJIS 2nd supplemental award	\$ 85,000.00	2nd Mental Health Clinician
TOTAL	\$ 200,720.52	

WHEREAS, the requested funds will cover the purchase of the awarded equipment and services listed in the table above, which will then be reimbursed through the corresponding grant awards received by the City; and

WHEREAS, the Police Department will absorb in its current department budget the cost difference of \$ 2,936 that exceeds the 2023 JAG grant award in purchasing 5 Flock cameras with license plate readers.

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

SECTION 1. That the City Manager is hereby authorized to appropriate \$200,720.52 to Fund 330 for the purchase of the awarded equipment and services.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tania Garcia-Cadena, Mayor

Ana B. Gonzalez, MMC, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.13
SUBJECT: Authorize Purchase of a Ford Lightning for the Public Works Water Division and Appropriation of Funds for Same

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of an electric Ford Lightning for the Public Works Water Division and appropriating \$64,082.39 in the Water Enterprise Fund and \$64,082.39 in the Equipment Replacement Fund for its purchase.

STAFF CONTACT

Reece Ulrich, Fleet & Facilities Manager, reece.ulrich@cityofwoodland.gov, 530-661-5828

COUNCIL GOAL

Maintain City Infrastructure; providing reliable replacement vehicles while reducing overall carbon emissions.

FISCAL IMPACT

The total purchase price for the vehicle is \$64,082.39, including upfit. To allow for proper accounting and tracking, all City vehicle and equipment purchases are made by the Equipment Replacement Fund. In order to complete the purchase, money from other funds is transferred into the Equipment Replacement Fund, and then ultimately used to buy the equipment. For this vehicle, appropriations of \$64,082.39 are needed in the Water Enterprise Fund (2210). These funds will be deposited in the Equipment Replacement Fund, and the purchase price of \$64,082.39 also requires appropriation from the Equipment Replacement Fund (2012).

BACKGROUND

The most recent water rate study included a provision for the City to take over responsibility for the annual testing of backflow devices. The cost of either contracting out the work or creating a new position together with a vehicle was included in the study. After much analysis, increasing staff was deemed the best option and Council authorized the creation of a new position in November 2023. To efficiently perform the required testing, the technician requires a vehicle outfitted for the task and equipped with the tools and supplies necessary for these tests.

DISCUSSION

California's new Clean Fleet law requires the purchase of a percentage of electric vehicles with the ultimate goal of creating a totally electric fleet in all government agencies. The City of Woodland has anticipated this requirement with the purchase of two modified electric Ford E450s in 2019, and this purchase continues that effort. Currently the electric Ford F150 (christened the Lightning) can be purchased immediately without the premium pricing when it was initially released. The upfit of tool boxes and safety equipment such as lighting and radios will be included in the purchase.

CONCLUSION

Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of an electric Ford Lightning for the Public Works Water Division and appropriating \$64,082.39 in the Water Enterprise Fund and \$64,082.39 in the Equipment Replacement Fund for its purchase.

Prepared by: Reece Ulrich, Fleet & Facilities Manager

Reviewed by: Craig Locke, Public Works Director

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

Ken Hiatt
City Manager

Attachments:

1. Resolution for new Lightning Final
2. National Fleet Auto Group Quote

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A
BUDGET APPROPRIATION FOR THE PURCHASE OF A FORD LIGHTNING F150 FOR WATER
DISTRIBUTION DIVISION**

WHEREAS, the most recent water rate study identified the need and funding for in house backflow device testing;
and

WHEREAS, this position was approved by council in 2023; and,

WHEREAS, to effectively perform this work the utility maintenance worker requires specialized parts, tools and
equipment; and

WHEREAS, the most efficient way to provide backflow testing services is with a dedicated vehicle; and

WHEREAS, the State of California is requiring municipalities to convert their fleets from internal combustion
engines to electric vehicles whenever possible; and

WHEREAS, the Water Enterprise Fund has an adequate fund balance to purchase a specialized vehicle; and,

WHEREAS, an appropriation of \$64,082.39 in the Water Enterprise fund (2210) to transfer money to the
Equipment Replacement Fund (2012) is required for the purchase; and

WHEREAS, an appropriation of \$64,082.39 from the Equipment Replacement Fund (2012) is required for the
purchase; and

WHEREAS the City of Woodland Fleet Division requests authorization to award the vehicle purchase to
National Auto Fleet Group based on the City's Procurement Policy; and

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

SECTION 1. That the City Council hereby authorizes the purchase of a replacement Public Works
Utility Vehicle and required equipment for the Water Distribution Division for a total price of \$64,082.39;
and

SECTION 2. Authorizes the appropriation of \$64,082.39 from the Water Enterprise Fund (2210) and an
appropriation of \$64,082.39 to the Vehicle Replacement Reserve Fund (2012) for this purchase.

PASSED AND ADOPTED this 2nd day of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST: _____

Ana Gonzalez, City Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/25/2024

Quote ID: **37838**

Order Cut Off Date: **TBA**

Reece Ulrich
City of Woodland
Public Works

655 North Pioneer Avenue
Woodland, California, 95776

Dear Reece Ulrich,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$60,035.00	\$58,727.44	2.178 %	\$1,307.56
2 Additional Key(s)		\$600.00		
Tax (8.0000 %)		\$4,746.20		
Tire fee		\$8.75		
Total		\$64,082.39		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572

Fax: (831) 480-8497



Other Requests

Description of any upfit needed

Could we add 2 "MODEL 178-52-04 56IN LOW PROFILE LO-SIDE BOX, ALUMINUM, TEXTURED MATTE BLACK, 4.0 CU FT"
one on each side of the bed?

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99K	Engine: Dual eMotor - Standard Battery, (STD)
TRANSMISSION	
Code	Description
44L	Transmission: Single-Speed, (STD)
WHEELS	
Code	Description
643	Wheels: 18" Machined w/Black High Gloss Pockets, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
ADDITIONAL EQUIPMENT	
Code	Description
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others
96W	Tough Bed Spray-In Bedliner
94W	Amber/White Strobe Color LED Warning Beacons, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility
66A	Mobile Power Cord (120/240V)

479	Pro Power Onboard - 9.6 kW
OPTION PACKAGE	
Code	Description
110A	Equipment Group 110A Standard

2024 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2024 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1B	2024 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$54,995.00
OPTIONS		
99K	Engine: Dual eMotor - Standard Battery, (STD)	\$0.00
44L	Transmission: Single-Speed, (STD)	\$0.00
643	Wheels: 18" Machined w/Black High Gloss Pockets, (STD)	\$0.00
YZ	Oxford White	\$0.00
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	\$0.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
96W	Tough Bed Spray-In Bedliner	\$595.00
94W	Amber/White Strobe Color LED Warning Beacons, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility	\$650.00
66A	Mobile Power Cord (120/240V)	\$500.00
479	Pro Power Onboard - 9.6 kW	\$1,200.00
110A	Equipment Group 110A Standard	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$57,940.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$2,095.00
TOTAL PRICE	\$60,035.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery (STD)

Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 18" Machined w/Black High Gloss Pockets (STD)

TIRES

Tires: 275/65R18 A/T

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode

Full-Time All-Wheel

Driver Selectable Rear Locking Differential

9.61 Axle Ratio

Battery w/Run Down Protection

Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
--

Trailer Wiring Harness

2235# Maximum Payload

GVWR: 8,250 lbs

HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers

Front And Rear Anti-Rolls

Electric Power-Assist Speed-Sensing Steering
--

Permanent Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery w/11.5 kW Onboard Charger and 1.517 Hrs Charge Time @ 440V
Regular Box Style
Aluminum Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Integrated Storage
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams
Fm Stereo w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: FM Stereo w/6 Speakers
Streaming Audio
Fixed Antenna

Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Bucket Front Seats w/Vinyl Back Material
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button
Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 8 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage

Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial), Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Trip Computer
Outside Temp Gauge
Digital Appearance
Driver And Passenger Heated-Cushion, Driver And Passenger Heated-Seatback
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest
Perimeter Alarm
3 12V DC Power Outlets and 8 120V AC Power Outlets
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Automatic Emergency Braking
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning

Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.14
SUBJECT: Installation of Charging Infrastructure at the Municipal Service Center for Public Works Fleet Use

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing Public Works staff to purchase and install electric vehicle charging infrastructure and the Municipal Service Center (MSC).

STAFF CONTACT:

Bryan Olsen, Electrical Supervisor, Bryan.Olsen@cityofwoodland.gov, 530-661-5898

COUNCIL GOAL:

Maintain City Infrastructure; providing vehicles while reducing overall carbon emissions.

FISCAL IMPACT:

The total cost to construct the project, including overtime hours for staff, is estimated at \$73,000, which will come from a variety of funds spread across the divisions using the charging system.

BACKGROUND:

California's new Clean Fleet law requires the purchase of electric vehicles with the ultimate goal of creating a totally electric fleet in all government agencies. The City of Woodland has anticipated this requirement with the purchase of two modified electric Ford E450s in 2019, and constructed charging infrastructure for these vehicles. The City is in the process of purchasing a Ford F150 'Lightning' EV and looking at other light duty electric trucks to meet the program requirements. These vehicles require different charging stations than the heavy duty E450s. This was anticipated when the E450 charging service was installed, and additional capacity was included to provide for this eventuality. Those chargers are now needed, and city staff are prepared to install the level 2 chargers appropriate for these vehicles.

DISCUSSION:

The installation of these chargers will require a collective effort from a variety of PW working groups. This project will consist of three independent phases. The electrical group will install a transformer and panel and run approximately 500 feet of 2" conduit from an existing 400-amp EV dedicated panel. The streets group will skin patch the West side to accommodate the driveway and EV parking layout. Signs and markings will install new thermoplastic centerlines and dedicated EV parking stalls.

The total price for the necessary equipment is estimated to be about \$60,000. The labor to install the equipment if done in house would be \$15,000 versus an estimated \$46,000 for a contractor to perform this work. Staff estimate that to publicly bid on the construction would cost an additional \$27,000 due primarily to the cost of producing a bid specification. The total cost would be \$72,000 to self-perform versus a total cost of \$140,000 to publicly bid for the work.

CONCLUSION: Staff recommends that the City Council approve Resolution No. _____, authorizing Public Works staff to purchase and install electric vehicle charging infrastructure and the Municipal Service Center (MSC).

Prepared by: Bryan Olsen, Electrical Supervisor

Reviewed by: Craig Locke, Public Works Director

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

Ken Hiatt
City Manager

Attachments:

1. Fleet Charging Estimate MSC
2. 24.02.20 - MSC EV Chargers Resolution Final

Exhibit A
Cost of Bidding

Engineering	\$ 26,758
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Developing plans and specs for construction projects is usually estimated at 20% of the construction cost. Profesional services were retained for sizing of the electric gear, but biddable plans and specs were not developed. Staff estimates that the cost associated with developing bidable plans and specs would be 15% of the estimated construction cost.

Estimated Construction Cost	\$ 178,385.00
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Staff Time	hour		\$	472
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Assembling the bid package	2.0	\$	157.34
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Pre bid Meetings	2.0	\$	157.34
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Site Walk	1.0	\$	78.67
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Advertizing	1.0	\$	78.67
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Staff time based on fully loaded Engineering Tech III at F step	\$	78.67
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Advertizing	
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Daily Democrat estimated cost	\$ 150
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Total Cost to Bid Project	\$ 27,380
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EXHIBIT B - CONTRACTOR COST ESTIMATE			
Labor	Hours	Rate	Total
Electrical Supervisor	32	\$97.09	\$3,107.02
Electrical Journeyman	40	\$84.43	\$3,377.20
Electrical Journeyman	40	\$84.43	\$3,377.20
Electrical Journeyman	0	\$84.43	\$0.00
Electrical Apprentice	40	\$40.43	\$1,617.20
Building/ construction Inspector	24	\$89.24	\$2,141.76
Streets Supervisor	8	\$77.35	\$618.79
Maintenance Worker 3 (Laborer)	64	\$67.26	\$4,304.64
Maintenance Worker 2 (Laborer)	128	\$67.26	\$8,609.28
Senior Signs and Markings Technician	20	\$76.35	\$1,527.00
Signs and Markings Tech 2 (Parking and Highway Imp Painter)	20	\$66.26	\$1,325.20
UMW 3 (trenching) (OPERATING ENGINEER)	0	\$89.93	\$0.00
UMW 2 (trenching)(Laborer)	0	\$64.43	\$0.00
		Total	\$30,005.30
Equipment			
Estimated Equipment Costs(Heavy, Light, Equip. small tools)	104	\$81.25	\$8,450.00
		Total	\$8,450.00
		Labor/Eqpt.	\$38,455.30
		Profit 20%	\$7,691.06
		Labor/Eqpt. Total	\$46,146.36

All labor rates are Prevailing wages found on DIR.ca.gov
<https://www.dir.ca.gov/oprl/dprevagedetermination.htm>

Item Description	Quantity	Each Cost	Cost
400a Panel	1	\$2,100.00	\$2,100.00
Main breakers for Panel 2x 200A	2	\$385.00	\$770.00
Disconnect for primary side of transformer	1	\$1,200.00	\$1,200.00
Transformer	1	\$3,800.00	\$3,800.00
Feeders to 400a Panel,	1	\$2,000.00	\$2,000.00
Wire to chargers	1	\$850.00	\$850.00
200a Breaker	1	\$1,000.00	\$1,000.00
60a Breaker	6	\$34.24	\$205.44
Chargers	6	\$600.00	\$3,600.00
Can 24"x24"x6"	2	\$600.00	\$1,200.00
Deep Strut 1-5/8	240	\$3.98	\$955.20
strut 45°	20	\$10.00	\$200.00
3/8 nuts	1	\$25.00	\$25.00
3/8 bolts 1-1/2"	100	\$0.52	\$52.00
3/8 wedge anchors	60	\$2.58	\$154.80
3/8 fender washers	1	\$30.00	\$30.00
strut nuts 3/8	1	\$50.00	\$50.00
Strut washers 3/8	50	\$1.75	\$87.50
All thread 3/8	140	\$1.32	\$184.80
3/8 wood rod hangers	40	\$2.82	\$112.80
EMT 2 1/2"	500	\$8.00	\$4,000.00
EMT 3/4"	300	\$1.11	\$333.00
EMT connectors 2 1/2"	10	\$22.00	\$220.00
EMT connectors 3/4"	25	\$2.30	\$57.50
EMT Couplings 2 1/2"	70	\$24.68	\$1,727.60
EMT Couplings 3/4"	25	\$4.60	\$115.00
EMT 90 2 1/2"	8	\$46.17	\$369.36
EMT 90 3/4"	12	\$0.00	\$0.00
EMT 3/4" Strut Strap	40	\$1.00	\$40.00
EMT 2-1/2 Strut strap	55	\$2.40	\$132.00
Bollards	10	\$208.00	\$2,080.00
Concrete 1 yard	1	\$1,000.00	\$1,000.00
Forms	1	\$40.00	\$40.00
Concrete coring	1	\$1,200.00	\$1,200.00
PVC	1	\$350.00	\$350.00
Mule tape	1000	\$0.17	\$170.00
Misc materials	1	\$500.00	\$500.00
Engineering	1	\$8,000.00	\$8,000.00
3/8 Asphalt 1" thick (option 1)	26	\$85.00	\$2,210.00
1/2 Asphalt 5.5 in thick (option 2)	140	\$90.00	\$12,600.00
SS1 oil - per Gal	100	\$18.05	\$1,805.00
Mastic	10	\$25.33	\$253.30
Crack Seal	15	\$15.40	\$231.00
		Materials	\$56,011
		Profit 20%	\$11,202
		Total	\$67,214

Contracted Total Price	
Labor/Eqpt. Total	\$46,146
Materials+20%	\$67,214
Bid Cost	\$27,380
Total	\$140,740

Exhibit C						
City of Woodland Project Cost Estimate						
Item Description	Quan	Material Cost	Other cost	Total Cost	Project Estimate	
400a Panel	1	\$2,100.00		\$2,100	\$56,011	Materials
Main breakers for Panel 2x 200A	2	\$385.00		\$770	\$14,621	Labor
Disconnect for primary side of transformer	1	\$1,200.00		\$1,200	\$70,632	Total
Transformer	1	\$3,800.00		\$3,800		
Feeders to 400a Panel,	1	\$2,000.00		\$2,000		
Wire to chargers	1	\$850.00		\$850		
200a Breaker	1	\$1,000.00		\$1,000		
60a Breaker	6	\$34.24		\$205		
Chargers	6	\$600.00		\$3,600		
Shipping for chargers				\$0		
Can 24"x24"x6"	2	\$600.00		\$1,200		
Deep Strut 1-5/8	240	\$3.98		\$955		
strut 45°	20	\$10.00		\$200		
3/8 nuts	1	\$25.00		\$25		
3/8 bolts 1-1/2"	100	\$0.52		\$52		
3/8 wedge anchors	60	\$2.58		\$155		
3/8 fender washers	1	\$30.00		\$30		
strut nuts 3/8	1	\$50.00		\$50		
Strut washers 3/8	50	\$1.75		\$88		
All thread 3/8	140	\$1.32		\$185		
3/8 wood rod hangers	40	\$2.82		\$113		
EMT 2 1/2"	500	\$8.00		\$4,000		
EMT 3/4"	300	\$1.11		\$333		
EMT connectors 2 1/2"	10	\$22.00		\$220		
EMT connectors 3/4"	25	\$2.30		\$58		
EMT Couplings 2 1/2"	70	\$24.68		\$1,728		
EMT Couplings 3/4"	25	\$4.60		\$115	In-House Totals	
EMT 90 2 1/2"	8	\$46.17		\$369	Labor	\$14,621
EMT 90 3/4"	12	\$0.00		\$0	Equipment	\$1,535
EMT 3/4" Strut Strap	40	\$1.00		\$40	Materials	\$56,011
EMT 2-1/2 Strut strap	55	\$2.40		\$132		
Bollards	10	\$208.00		\$2,080	Total	\$72,167
Concrete 1 yard	1	\$1,000.00		\$1,000		
Forms	1	\$40.00		\$40		
Concrete coring	1	\$1,200.00		\$1,200		
PVC	1	\$350.00		\$350		
Mule tape	1000	\$0.17		\$170		
Misc materials	1	\$500.00		\$500		
3/8 Asphalt 1" thick (option 1)	26	\$85.00		\$2,210		
1/2 Asphalt 5.5 in thick (option 2)	140	\$90.00		\$12,600		
SS1 oil - per Gal	100	\$18.05		\$1,805		
Mastic	10	\$25.33		\$253		
Crack Seal	15	\$15.40		\$231		
Engineering	1		8000	8000		

\$56,011

Labor	Hours	Rate	Total
Electrical Supervisor	32	\$61	\$1,959
Senior Water Wastewater Technician	20	\$56	\$1,115
Water/Wastewater Technician	20	\$50	\$1,010
Industrial Electrician	40	\$46	\$1,830
Electrical Assistant	40	\$32	\$1,263
			\$0
Streets Supervisor	8	\$40	\$323
Maintenance Worker 3	64	\$32	\$2,072
Maintenance Worker 2	128	\$29	\$3,754
			\$0
Senior Signs and Markings Technician	20	\$33	\$664
Signs and Markings Technician 2	20	\$32	\$632
			\$0
UMW 3 (trenching)	0	\$34	\$0
UMW 2 (trenching)	0	\$31	\$0
	Total		\$14,621

2 FTE = 4 days

4 FTE = 4 days

Equipment Cost			
Estimated Equipment Costs(Heavy, Light, Eq	40	\$38	\$1,535

2 FTE = 4 days

4 FTE = 4 days

Item Description	Quantity	Cost	Cost
400a Panel	1	\$2,100.00	\$2,100.00
Main breakers for Panel 2x 200A	2	\$385.00	\$770.00
Disconnect for primary side of transformer	1	\$1,200.00	\$1,200.00
Transformer	1	\$3,800.00	\$3,800.00
Feeders to 400a Panel,	1	\$2,000.00	\$2,000.00
Wire to chargers	1	\$850.00	\$850.00
200a Breaker	1	\$1,000.00	\$1,000.00
60a Breaker	6	\$34.24	\$205.44
Chargers	6	\$600.00	\$3,600.00
Can 24"x24"x6"	2	\$600.00	\$1,200.00
Deep Strut 1-5/8	240	\$3.98	\$955.20
strut 45°	20	\$10.00	\$200.00
3/8 nuts	1	\$25.00	\$25.00
3/8 bolts 1-1/2"	100	\$0.52	\$52.00
3/8 wedge anchors	60	\$2.58	\$154.80
3/8 fender washers	1	\$30.00	\$30.00
strut nuts 3/8	1	\$50.00	\$50.00
Strut washers 3/8	50	\$1.75	\$87.50
All thread 3/8	140	\$1.32	\$184.80
3/8 wood rod hangers	40	\$2.82	\$112.80
EMT 2 1/2"	500	\$8.00	\$4,000.00
EMT 3/4"	300	\$1.11	\$333.00
EMT connectors 2 1/2"	10	\$22.00	\$220.00
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EMT Couplings 3/4"	25	\$4.60	\$115.00
EMT 90 2 1/2"	8	\$46.17	\$369.36
EMT 90 3/4"	12	\$0.00	\$0.00
EMT 3/4" Strut Strap	40	\$1.00	\$40.00
EMT 2-1/2 Strut strap	55	\$2.40	\$132.00
Bollards	10	\$208.00	\$2,080.00
Concrete 1 yard	1	\$1,000.00	\$1,000.00
Forms	1	\$40.00	\$40.00
Concrete coring	1	\$1,200.00	\$1,200.00
PVC	1	\$350.00	\$350.00
Mule tape	1000	\$0.17	\$170.00
Misc materials	1	\$500.00	\$500.00
Engineering	1	\$8,000.00	\$8,000.00
3/8 Asphalt 1" thick (option 1)	26	\$85.00	\$2,210.00
1/2 Asphalt 5.5 in thick (option 2)	140	\$90.00	\$12,600.00
SS1 oil - per Gal	100	\$18.05	\$1,805.00
Mastic	10	\$25.33	\$253.30
Crack Seal	15	\$15.40	\$231.00
			\$56,011.30

In-House	
Labor	\$14,621
Equipment	\$1,535
Materials	\$56,011
Total	\$72,167
Contracted	
Labor/Eqpt. Total	\$46,146
Materials+20%	\$67,214
Bid Cost	\$27,380
Total	\$140,740
City Cost Savings	\$68,572

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE INSTALLATION OF CHARGING INFRASTRUCTURE AT THE
MUNICIPAL SERVICE CENTER FOR PUBLIC WORKS FLEET USE**

WHEREAS, the State of California is requiring municipalities to convert their fleets from internal combustion engines to electric vehicles whenever possible; and

WHEREAS, these vehicles will require specialized charging facilities distinct from those constructed for existing fleet vehicles; and

WHEREAS, the most cost effective means to install this charging apparatus is by using city personnel; and

WHEREAS the City of Woodland Electric group has sufficient experience installing these systems as they have installed systems at the MSC, Woodland Hotel Parking lot, WPCF, City Hall and replaced chargers at the library and solar parking lot; and

WHEREAS, working in conjunction with Streets and Signs and Markings, the city is able to provide a complete installation with all aspects completed without subcontracting; and

WHEREAS, section 22038 of the Public Contract Code expressly provides that the City Council may authorize work to be performed by force account if it determines by a Resolution adopted by a four-fifths vote that work can be performed more economically by City Staff than previous bids received; and

WHEREAS, City staff has determined (collectively, the “Staff Findings”):

The total price for the necessary equipment is estimated to be about \$60,000. The labor to install the equipment if done in house would be \$15,000 vs and estimated \$46,000 for a contractor to perform this work. Staff estimates that to publicly bid the construction would cost an additional \$27,000 to bid the work due primarily to the cost of producing a bid specification. The total cost would be \$72,000 to self-perform versus a total cost of \$140,000 to publicly bid the work.

; and

WHEREAS, section 3532 of the Civil Code provides:

The law neither does nor requires idle acts.

; and

WHEREAS, *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal. App. 3d 631, 636 provides:

where competitive proposals do not produce any advantage [...] competitive bidding is not applicable.

; and

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

1. The foregoing recitals are true and correct.
2. The Staff Findings are hereby adopted by the City Council as its own.
3. Competitive proposals will not produce any advantage, and on the contrary would require the City to expend an additional \$27,000 to perform the idle act of soliciting bids to confirm that an awarded contract would cost \$72,000 more than a force account contract.
4. The City Council hereby authorizes city Public Works staff to install electric vehicle charging infrastructure for new fleet vehicles at the MSC by force account.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tania Garcia-Cadena, Mayor

Ana B. Gonzalez, MMC, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: H.15
SUBJECT: Pacific Coast Producers Vested Rights Determination
- 1376 Lemen Avenue

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, confirming that recognition of a legal nonconforming vested right is not a project subject to CEQA; adopting findings as contained in the staff report; and approving the recognition and confirmation of the legal nonconforming vested right for the Pacific Coast Producers property at 1376 Lemen Avenue.

Staff Contact:

Erika Bumgardner, Deputy Community Development Director, (530) 661-5886,
erika.bumgardner@cityofwoodland.gov

Fiscal Impact:

There is no impact on the General Fund.

Background:

Pacific Coast Producers, and its predecessors, ("PCP") have operated a food processing facility at 1376 Lemen Avenue comprised of APN # 063-060-007-000, 063-050-009-000, and 063-050-010-000 ("Facility") since 1942. The facility is an important component of the community and a significant employer in the City of Woodland ("City"). The Facility is also central to the agricultural economy of the region.

When operation of the facility began in 1942, they were allowed "by-right" under prior City zoning requirements. Operation of the Facility required no discretionary land use approval from the City by way of a conditional use permit or otherwise. Operations have been continuous since use began.

Recent 2020 amendments to the City's zoning ordinance have rendered the use technically nonconforming by requiring, for the first time, a use permit for uses of this type in the applicable zone. For this reason, as allowed by Municipal Code sections 17.12.010 and Interim Ordinance section 6.03, PCP requests that the City formally designate operation of the Facility as a legal nonconforming vested right. While not a request for a conditional use permit, this action has been noticed to neighbors within 300 feet as required by applicable law concerning procedure for a vested right determination. (Municipal Code § 17.132.030)

The purpose of this request is to provide certainty to PCP that it may continue to operate notwithstanding changes that may occur over time to the City's zoning code. This type of certainty is essential to PCP's operations and its continuing investment in the facility.

Discussion:

Cities and counties possess the "police power" to adopt zoning regulations which control where and how certain land uses operate. There are limits to this power, however. A new zoning regulation that prohibits a landowner from exercising existing property rights, and prevents beneficial use of property, may constitute a "taking" of property prohibited by the Fifth Amendment absent payment of just compensation. This includes protection against the need to obtain a discretionary use permit as a condition of ongoing operation.

To avoid this outcome, zoning ordinances typically exempt preexisting uses from the effect of new zoning requirements.

A permitted land use is generally allowed to update and to modernize equipment, provided that the fundamental use remains the same. The City embraces this concept. Relevant here is the following language contained in the City of Woodland Interim Zoning Ordinance adopted in April 2020:

"A use, structure, or site feature shall be designated as having Legal Non-Conforming status if it was lawfully established under the regulations of the jurisdiction in which it was located at the time of its establishment, and has continuously remained in compliance with all terms and conditions imposed upon the use, structure, or site feature upon its establishment or imposed upon it any time thereafter, based on evidence provided by the property owner, tenant, or applicant." (Interim Zoning Ordinance 6.03).

The Facility has an extensively documented and longstanding history, clearly establishing a legal nonconforming vested right. Tomato processing commenced in the early 1940s when Alfred Morici acquired, and the City subsequently annexed, approximately 38 acres of property, which Morici developed into a canning and processing facility.

Since annexation, the 38-acre property has remained unchanged and has maintained its status as a food processing facility. Facility operations have been consistent with adopted City ordinances, including the 1938 ordinance permitting fruit or nut processing uses as by-right uses on non-residential designated property. Furthermore, the Facility's operations aligned with the 1949 code, as well as subsequent zoning maps in 1962 and 1966, which designated the Facility as Heavy Industrial. In the early 1990s, a zoning map indicated that the facility was again designated as industrial.

After conducting a thorough examination of the City's historical zoning records, PCP has identified April 2020 as the date when the City initially mandated a use permit for Food Processing Industrial Uses at the Facility.

City staff and counsel have reviewed this material and concur that well before the vesting date of April 2020, there is no dispute that PCP and its predecessors had been engaged in substantial food processing activities at the Facility for nearly 80 years. As the Facility was classified as either Heavy Industrial or Industrial until 2020, it consistently complied with relevant zoning regulations.

In order to confirm that the Facility does in fact constitute a legal nonconforming use, and to further confirm the scope of that legal nonconforming use in order to allow PCP to have certainty regarding their continuing operation of the Facility, PCP has requested that the City Council make the following findings:

1. Canning and processing activities commenced at the Facility in 1942 in conformance with established City Codes and became a legal nonconforming vested right in 2020 upon the City's adoption of the Interim Zoning Ordinance.

2. The facility engages in the manufacturing and preparation of various food items, employing processes such as canning, extracting, fermenting, distilling, pickling, freezing, baking, drying, smoking, grinding, cutting, mixing, coating, stuffing, packing, bottling, packaging, and other treatments or preservation methods for human consumption. Operations involve both indoor and outdoor food preparation lines, as well as food and onsite treatment of process water. As an industrial operation, the facility generates noise, vibration, illumination, and some perceptible particulate matter for nearby uses. As part of its processing activities, the facility incorporates warehousing and outdoor storage, encompassing items like pallets, bins, trailers, crates, and construction materials/equipment related to the processes. Additionally, the facility includes ancillary office space and necessitates significant semi-truck trips for transporting raw ingredients, packaging/canning materials, and manufactured food items. Consequently, parking and storage areas are designated for semi-trucks, trailers, service vehicles, and other vehicles employed in the operation. Lastly, the Facility, as part of its fundamental operations, must continuously undertake equipment, building, process, and product modernization to remain competitive within the ever-evolving marketplace.

3. The use of the Facility, including all the described lands, constitutes a legal nonconforming vested right that is entitled to continue, as described in Finding 2 above.

Staff concurs, based on the historical records provided by PCP, that the findings above are appropriate, and recommends that the City Council make these findings as part of the enclosed resolution.

Conclusion:

Staff recommends that the City Council adopt Resolution No. ____, confirming that recognition of a legal nonconforming vested right is not a project subject to CEQA; adopting findings as contained in the staff report; and approving the recognition and confirmation of the legal nonconforming vested right for the Pacific Coast Producers property at 1376 Lemen Avenue.

Prepared by: Erika Bumgardner, Deputy Community Development Director

Reviewed by: Ethan Walsh, City Attorney



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Vicinity Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE RECOGNITION AND CONFIRMATION OF VESTED
RIGHTS OF PACIFIC COAST PRODUCERS AT 1376 LEMEN AVENUE, AND
CONFIRMING EXEMPTION FROM CEQA**

WHEREAS, the City of Woodland recognizes that a use, structure, or site feature shall be designated as having Legal Non-Conforming status if it was lawfully established under the regulations at the time of its establishment, and has continuously remained in compliance with all terms and conditions imposed upon the use, structure, or site feature upon its establishment or imposed upon it any time thereafter, based on evidence provided by the property owner, tenant, or applicant.

WHEREAS, The Facility shall be defined as: certain real property at 1376 Lemen Avenue comprised of APN # 063-060-007-000, 063-050-009-000, and 063-050-010-000 whereupon a food processing facility is operated.

WHEREAS, Pacific Coast Producers owns the Facility.

WHEREAS, food processing operations such as those occurring at the Facility have been allowed by-right under prior City zoning requirements.

WHEREAS, operations at the Facility have been continuous since the use began in 1942.

WHEREAS, the Woodland City Council adopted the Interim Zoning Ordinance on April 7, 2020.

WHEREAS, the Interim Zoning Ordinance rendered the Facility nonconforming by requiring, for the first time, a use permit for uses of this type in the applicable zone.

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

Section 1. Canning and processing activities, described in Section 2 below, commenced at the Facility in 1942 in conformance with established City Codes and became vested in 2020 upon the City's adoption of the Interim Zoning Ordinance.

Section 2. The Facility engages in the manufacturing and preparation of various food items, employing processes such as canning, extracting, fermenting, distilling, pickling, freezing, baking, drying, smoking, grinding, cutting, mixing, coating, stuffing, packing, bottling, packaging, and other treatments or preservation methods for human consumption.

Operations involve both indoor and outdoor food preparation lines, as well as food and onsite treatment of process water. As an industrial operation, the Facility generates noise, vibration, illumination, and some perceptible particulate matter to nearby uses. As part of its processing activities, the Facility incorporates warehousing and outdoor storage, encompassing items like pallets, bins, trailers, crates, and construction materials/equipment related to the processes.

Additionally, the Facility includes ancillary office space and necessitates significant semi-truck trips for transporting raw ingredients, packaging/canning materials, and manufactured food

items. Consequently, parking and storage areas are designated for semi-trucks, trailers, service vehicles, and other vehicles employed in the operation.

Lastly, the Facility, as part of its fundamental operations, must continuously undertake equipment, building, process, and product modernization to remain competitive within the ever-evolving marketplace.

Section 3. The Facility, including all the described lands, constitutes a vested legal nonconforming use that is entitled to continue, as described in Section 2 above.

Section 4. Recognition of Vested Rights is a quasi-judicial process not constituting a project under the California Environmental Quality Act (“CEQA”) and is therefore exempt from the CEQA process.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Vicinity Map

Pacific Coast Producers - 1376 Lemmen Avenue





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: I.16
SUBJECT: Introduce and Waive the First Reading of an Ordinance Revising Sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

Recommendation for Action: Staff recommends that the City Council:

1. Receive an update on illegal fireworks mitigation; and
2. Introduce and waive the first reading of the ordinance of the City Council of the City of Woodland, California revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

Staff Contact:

Eric Zane, Fire Chief, (530) 661-5860, eric.zane@cityofwoodland.gov

Dallas Hyde, Deputy Chief of Police, (530) 661-7868 dallas.hyde@cityofwoodland.gov

Background:

The purpose of this agenda item is to present proposed changes and revisions to several City Ordinances in order to help reduce the use of illegal fireworks, as well as reduce the use of "safe and sane" fireworks, outside of the already identified, and codified time frame each year. These changes are in response to continued community concerns and a need to actively reduce the use of illegal fireworks in the community, as well as to limit the use of "Safe and sane" fireworks to the time frame around the July 4th holiday.

Discussion:

Code Amendments:

In November of 2021, the Woodland City Council adopted Section 8.20.052 Host Liability of the Woodland Municipal Code. The ordinance was written to help curb the use of illegal fireworks by allowing anyone willing to report a violation of the ordinance, resulting in a \$1,000.00 fine per occurrence. Since inception, there has not been a reduction in the use of illegal fireworks in our community. The proposed revision would further clarify that the \$1,000.00 fine may be applied on a per device basis for any illegal firework activity that violates the ordinance.

Currently, "Safe and Sane" fireworks are only permitted to be used beginning on June 28th and ending on July 6th. The ordinance revision will further define the hours that "Safe and Sane" fireworks are permitted to be used, and sold. In addition, the proposed revisions will require all non-profits who sell "Safe and Sane" fireworks, at permitted stands, to disseminate with every sale, educational material that may be required by the city. The educational materials will be required with every sale and be printed and distributed at the non-profit's expense.

Illegal Fire Works Mitigation:

In addition to the recommended code amendments, the city will be taking the following steps in order to mitigate the use of illegal fireworks;

- Nail'em App- This is a new and improved application that will allow citizens to report the use of illegal fireworks. This application will allow the user to provide detailed information, photos and videos, and will automatically add the users geo-location. The detailed information will be emailed to the police department, who will send a host violation to the address associated with the illegal fireworks use.
- Social Media- With combined efforts, the police and fire departments will inform our residents of the changes in the ordinance, as well as promote the use of the Nail'em App.
- Enforcement- The police department will be looking for opportunities to increase enforcement, up to and including:
 - Opening a dedicated firework complaint "hotline" that community members would call instead of calling dispatch.
 - Setting up a dedicated email where residents can provide addresses of neighbors they believe are planning to use illegal fireworks or who are currently using them.
 - Set up a "warning" process If we have received complaints about a resident setting off illegal fireworks but have not been able to catch them in the act.
 - Dedicated enforcement units deployed using various tactics to identify offenders and subsequently given citations/make arrests.

Conclusion:

Staff recommends that the City Council introduce and waive the first reading of the ordinance of the City Council of the City of Woodland, California revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code. Staff also recommends that the City Council receive an update on illegal fireworks mitigation.

Prepared by: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

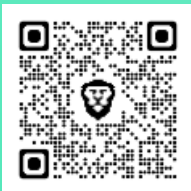
1. Nail'em Flyer 8x11 2023 (00049971xB1573)
2. Ordinance with revisions

“Nail ’em”

Illegal Fireworks Reporting Smartphone App

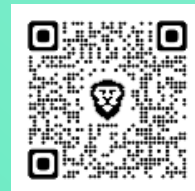


This unique smartphone app, appropriately named, “Nail’em”, which was developed by TNT Fireworks, places the power of illegal fireworks enforcement in the palm of your hand. It will allow you to report the possession, sale and/or use of illegal fireworks in your community along with photos and GPS locations. Your Nail’em complaint will automatically be routed to the correct law enforcement and fire personnel. You can file your report anonymously or opt-in to receive notifications and be kept informed regarding when and how your complaint was acted upon. This Nail’em app is being provided to communities throughout California and their residents, free of charge, as a public service of TNT Fireworks.



Apple App Store

The Nail ’em app is available today through the Apple App Store and Google Play and has been developed for both the iPhone and Android platforms.



Google Play

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING
CHAPTER 8.20 OF TITLE 8 OF THE WOODLAND MUNICIPAL CODE RELATING TO
FIREWORKS

WHEREAS, the City of Woodland, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City Council desires to amend Chapter 8.20 of the Woodland Municipal Code relating to Fireworks; and

WHEREAS, the City last updated it’s fireworks ordinance in November 2021; and

WHEREAS, the November 2021 updates were intended to curb the use of illegal fireworks within the City, including through the use of reporting, enforcement, and fines; and

WHEREAS, there has been no noticeable decrease in the use of illegal fireworks; and

WHEREAS, the City continues to receive complaints from City residents and businesses about the use of illegal fireworks throughout the year; and

WHEREAS, the current fine structure has not curbed the use of illegal fireworks in the City, in part due to the fine being applied on a “per occurrence” basis instead of on a “per device” basis; and

WHEREAS, the amended fine structure will improve the City’s ability to address illegal firework use by allowing for increased fines when necessary and appropriate; and

WHEREAS, the amendments to the Woodland Municipal Code which are enacted by the adoption of this Ordinance are described in the council agenda statement and staff report accompanying this Ordinance.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Ordinance.

Section 2. Amendments to Chapter 8.20 of Title 8 of the Woodland Municipal Code is hereby amended as follow:

Section 8.20.046 is replaced in its entirety as follows:

§ 8.20.046 "Safe and sane" fireworks—Exception.

It shall not be unlawful to possess, sell, use, display or discharge within the City those fireworks as are defined and classified as "Safe and sane" fireworks in Health and Safety Code Section 12500 et seq., during the period beginning at 12:00 noon on the 28th day of June and ending at ~~11:00pm on the 5th~~~~12:00 noon on the 6th~~ day of July each year. Usage of fireworks may only be used between the hours of 7:00am and 11:00pm between the 28th of June and July 5th. Usage of fireworks outside of the permitted timeframe will constitute a violation of the ordinance and is subject to fines established within section 8.20.052 (Host Ordinance).

It shall be unlawful to discharge any Safe and sane fireworks on the dates and during the times permitted in this section when a Red Flag Warning has been issued by the National Weather Service.

Section 8.20.50 is replaced in its entirety as follows:

§ 8.20.050 Regulations specific to the sale of "safe and sane" fireworks.

- A. Sale of "Safe and Sane" Fireworks. The sale of "Safe and Sane" fireworks are subject to the provisions of Sections 12500 to 12726 of the Health and Safety Code of the State of California; Title 19 California Code of Regulations, Chapter 6; and the provisions under this section of the Woodland Municipal Code.
 - 1. "Safe and Sane" fireworks, as defined in Section 12529 of the Health and Safety Code, may be sold within the City during the period beginning at 12:00 noon on the 28th day of June and ending at 11:00pm the 4th ~~12:00 noon on the 6th~~ day of July each year.
 - 2. Each and every package or carton and every individual item of unpackaged "Safe and sane" fireworks that is offered for sale at retail, shall bear the State Fire Marshal's Seal of Registration and the license or registration number of the registrant.
- B. License to Sell Fireworks. License to sell fireworks required: no person shall sell fireworks within the City either at wholesale or retail without first obtaining a license from the State Fire Marshal.
- C. Permit to Sell Fireworks. Permit to sell fireworks required:
 - 1. No person shall sell fireworks within the City either at wholesale or retail without securing a permit from the Woodland Fire Department Community Risk Reduction Division~~Bureau of Fire Prevention~~.
 - 2. Each applicant for a permit shall file a written application with the Community Risk Reduction Division~~Bureau of Fire Prevention~~ showing the following information:
 - a. Name, address and telephone of applicants;
 - b. Facts establishing the applicant's status as a qualified organization under the provisions of this chapter;
 - c. Names and addresses of the officers of the applicant;
 - d. Location where the applicant proposes to sell fireworks.
 - 3. Each applicant shall also meet the following requirements:
 - a. Applications shall be made no later than the first Tuesday in April of each year;
 - b. Applicants shall comply with all the requirements specified in the permit application.
 - 4. The permit shall be posted in a conspicuous place in the temporary stand, and shall be available if requested.
- D. Permit Fee. The fee for each permit issued under the provisions of this chapter shall be in accordance with the current City of Woodland fee resolution.
- E. Liability Insurance Required. Each applicant for a permit to sell fireworks pursuant to this chapter shall have filed with the Bureau of Fire Prevention prior to the issuance of any permit a policy of public and product liability insurance with coverage of at least \$500,000.00 or \$1,000,000.00 and a policy of property damage insurance with coverage of at least \$50,000.00 or a certificate showing such amounts of insurance and naming the City of Woodland as an additional insured for the period the permit is in effect.
- F. Eligible Applicant.

1. No permit shall be issued under the terms of this section except to a nonprofit corporation or nonprofit unincorporated association physically located within the City limits whose principal purpose is youth service or youth welfare and which is currently providing at least some of the same for youth of the City of Woodland; including as illustrative of such an organization, but not limited thereto, the Girl Scouts, Boy Scouts, Babe Ruth League, Little League and the YMCA. Permit applicants renewing from the previous year and who were not physically located within the City limits will be exempt from the requirement of this subject.
2. A minimum of 90% of profits must be directly appropriated for youth activities. First-time permit applicants must submit a proposed financial statement and repeat permit applicants must provide accounting documentation from the previous year's expenditures. Failure to comply will result in denial of the permit application.
- G. Number, Term, Transferability and Scope of Authority of Fireworks Permit. The number of available permits will be limited to one per 3,000 population based on the latest Census Bureau survey available to the City of Woodland. ~~Permit applicants renewing from 1989 will be exempt from the one to 3,000 limitations.~~ New permit applications will only be accepted where an opening exists within the established guidelines. If necessary, a lottery system will be used to fill permit vacancies. Only one permit to sell fireworks pursuant to this chapter shall be issued to an eligible applicant. The permit shall be valid only during the period beginning at 12:00 noon on the 28th day of June and ending at 11:00pm on the 4th ~~12:00 noon on the 6th~~ day of July each year and no permit shall be transferable, assignable or renewable. Each permit shall provide authority for sale of "safe and sane" fireworks by applicant at the location or premises designated on the permit.
- H. Requirements for Sale of Fireworks. "Safe and sane" fireworks pursuant to this chapter shall be permitted only from within a temporary stand, and sale from any other building or structure is prohibited. Temporary stands shall be subject to the following provisions:
 1. It is unlawful to sell fireworks to anyone under the age of 18 years of age.
 2. No stand shall be located within 25 feet of any other building, nor within 100 feet of a location where gasoline or any other flammable liquids are stored or dispensed.
 3. No stand shall have a floor area in excess of 750 square feet and shall be constructed in a manner which will be safe for attendants and patrons. Stands in excess of 20 feet in length shall have two exits; any stands larger shall have an exit 20 feet between.
 4. Each stand shall have two two-and-one-half-gallon water fire extinguishers, in good working order and accessible for use at all times in case of fire.
 5. All weeds and combustible materials shall be cleared from the location of the stand for a distance of at least 30 feet.
 6. Legal "NO SMOKING" signs shall be posted on the stands.
 7. Each stand shall have at least one adult 18 years of age or older in attendance and in charge thereof when the stand is being used for the sale or dispensing of fireworks. No person under the age of 18 shall be permitted within any fireworks stand where there is the storage or sale of fireworks.
 8. All unsold stock and litter shall be removed from the stand and the City by 12:00 noon on July 6th.
 9. The stand shall be removed from the temporary location and all litter cleaned up by July 12th.

10. Educational materials may be required to be handed out with the sale of all fireworks. The Community

Risk Reduction Division will provide the materials in digital format and they must be printed and distributed at the cost of the permit holder. The Community Risk Reduction Division may require the posting of educational materials at each firework booth. The educational material shall remain posted and unobstructed at all times while the booth is in operation.

- I. Compliance with State Law, Violation of Chapter. It shall be the duty of every holder of a permit issued pursuant to this chapter to comply with all provisions of Sections 12500 to 12726 of the Health and Safety Code of the State and the rules and regulations of the State Fire Marshal and the conditions imposed by this chapter and by any conditions in the permit issued by the City Council. Violation of any such provisions shall constitute sufficient cause for the immediate revocation of said permit and to deny any subsequent application for a future permit.

Section 8.20.052 is replaced in its entirety as follows:

§ 8.20.052 **Host liability.**

- A. The term "host" in this section shall mean any of the following:
 1. An owner of any private residential or nonresidential real property in the City; or
 2. Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or
 3. Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.
- B. The term "strictly liable" in this section shall mean liability for a wrongful act regardless of a person's intent, knowledge, negligence, or lack thereof in committing the wrongful act.
- C. Any host shall be strictly liable for any unlawful possession, ignition, explosion, discharge, use, or display of any fireworks in violation of this chapter on their property or at their gathering, except that no person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this chapter occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering at which the violation occurs.
- D. Any person having the care, custody, or control of a minor shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of fireworks by the minor in violation of this chapter.
- E. Except as provided below in subsection F, no host shall permit or allow another person on private property, or at a gathering on public property, where the host knows or reasonably should know that the person is engaged in a violation of this chapter.
- F. The provisions of this section shall not apply to:
 1. Conduct involving display, use, or discharge of fireworks as permitted under Federal or State law;
 2. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or gathering in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.
- G. Chapter 9.20 and Section 8.20.060 apply to a violation of this section, except that a violation of this section shall be subject to a fine of \$1,000.00. Each device (firework) possessed, ignited, exploded,

discharged, used, or displayed constitutes a violation of the ordinance and therefore is subject to a \$1,000.00 fine, for each device. Possession is defined as having direct or indirect custody and/or control of any Dangerous firework prohibited under this chapter.

Section 3. California Environmental Quality Act (CEQA). The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Section 4. Severability. If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

Section 5. Effective Date. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in a newspaper of general circulation at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption

PASSED AND ADOPTED by the City Council of the City of Woodland on this 2 day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: I.17
SUBJECT: Loan Agreements for Freeman Garden Court
Affordable Housing Project at 334 Freeman Street

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of \$900,000 from the Affordable Housing In-Lieu Fees Fund (1327) and authorizing the Administrative Services Director to amend the Fiscal Year 2024 budget as necessary, (2) approving a 55-year amortized loan to Friends of the Mission in the amount of \$450,000 with three percent (3%) simple interest for a 12-unit affordable rental project at 334 Freeman Street, (3) approving a 55-year deferred-payment loan to Friends of the Mission in the amount of \$450,000 with three percent (3%) simple interest for a 12-unit affordable rental project at 334 Freeman Street, (4) authorizing the City to enter into a memorandum of understand with Friends of the Mission for the 334 Freeman Street project to establish operational parameters to help ensure successful operation and management of the project, (5) authorizing the City to enter into a regulatory agreement and declaration of restrictive covenants with Friends of the Mission for the 334 Freeman Street project to ensure the affordability of the project for a term of not less than 55 years, and (6) authorizing the City Manager to execute the loans, memorandum of understanding, and regulatory agreement in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to make the City loans and ensure the affordability of the project.

Staff Contact:

Dago Fierros, Housing Analyst II – 530-661-2019, Dago.Fierros@cityofwoodland.gov

Fiscal Impact:

There is no impact on the General Fund. The affordable housing loans (\$900,000) will be funded through the Affordable Housing In-Lieu Fees Fund (1327), which has sufficient reserve balance to cover the loan.

Background:

Friends of the Mission (FOM), in collaboration with Woodland Opportunity Village (WOV), intend to construct the Freeman Garden Court project, a 12-unit “duplexed” affordable rental project on an approximately 0.45-acre lot at 334 Freeman Street (northeast corner of Freeman Street and Kentucky Avenue). Construction is anticipated to begin in the summer of 2024 with completion in the spring or summer of 2025. The housing units will be wood-frame construction on slab foundations. All units are 380 square feet, complete with one bedroom, a living room area, a kitchen, bathroom, and storage area. Amenities for the development also include a community building with laundry facilities, office space, a kitchen, an accessible bathroom, and an outdoor patio. The units will also be equipped with solar panels to offset long-term electricity costs. Additionally, a property manager will be on-site on a part-time basis. The property manager will serve as a coordinator to connect tenants to support services and case management as necessary.

Discussion:

Costs for the Freeman Garden Court project have risen since FOM and WOV began engaging with the City about the project in 2019. Factors contributing to this include increases in construction materials and labor expenses. As part of its efforts to address increased project costs, FOM and WOV have reached out to the city for possible loan assistance. The current construction cost

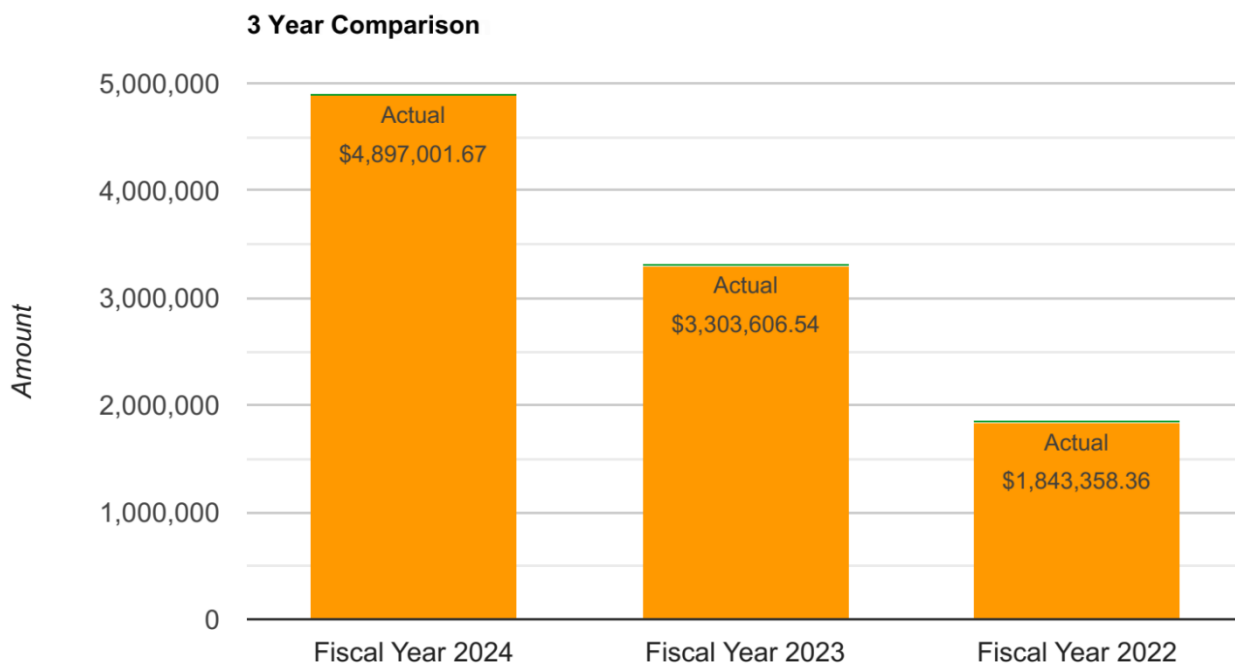
estimate for the project is approximately \$3,350,000. The estimate does not include the cost of the land, as FOM currently owns the property. Approximately \$2,452,000 has been secured for construction costs, which includes two state funding sources (Behavioral Health Continuum Infrastructure Program and Community Development Block Grant), sale of the current Walter's House property, monetary contribution from Friends of the Mission, monetary contribution from Woodland Opportunity Village, and a bank construction loan. Staff is recommending that the City Council approve two affordable housing loans in the combined amount of \$900,000 to assist the project with construction costs and bring the available construction funding for the project to an estimated \$3,352,000. If approved, the City's contribution of \$900,000 is 26.85 percent of the project's total construction budget.

Loan Terms

The first affordable housing loan is a 55-year term amortized loan in the amount of \$450,000 with three percent (3%) simple interest. The second affordable housing loan is a 55-year term deferred-payment loan in the amount of \$450,000 with three percent (3%) simple interest. The loans would be funded through the City's Affordable Housing In-Lieu Fees Fund (1327) and sufficient reserves are available for the loan. FOM will be required to make fixed annual payments of principal and accrued interest on the amortized loan. The deferred-payment loan defers payment of principal and accrued interest until the loan's maturity date, although early payments are optional. Payments received will be deposited back into the City's Affordable Housing In-Lieu Fees Fund (1327) and will be available for the City to use on other affordable housing projects in the future.

Affordable Housing In-Lieu Fees Fund Balance

The balance of the City's Affordable Housing In-Lieu Fees Fund (1327) is currently \$4,897,001.67. Which is a 48.23% increase from the fiscal year 2022/23, with an ending fund balance of \$3,303,606.54. The ending fund balance in fiscal year 2021/22 was \$1,843,358.36.



Staff's recommendation to fund the Freeman Garden Court project with two affordable housing loans, in the combined amount of \$900,000, stems from the project's vision to further the goals, policies, and programs of the City's General Plan (Housing Element) to increase the supply of affordable housing and the focus to serve households that fall under the very low-income category. The project

will serve households earning between 30 and 50 percent of the Yolo County area median income, adjusted for household size. Qualified tenants will be required to pay 30 percent of their monthly income towards monthly rent and the project-based vouchers will cover the remaining balance of the monthly rental rate. WOV has been approved for 12 HUD project-based vouchers for the project. The vouchers will provide much needed operational funding for the project for the next 20 years with the option to renew the vouchers for an additional 20 years.

A memorandum of understanding and a regulatory agreement and declaration of restrictive covenants will be recorded for the Freeman Garden Court project at 334 Freeman Street to ensure the continued affordability of the development, establish operational parameters to help ensure successful operation and management of the project, and establish policies that are consistent with improving housing opportunities for very low-income households in Woodland and Yolo County. In addition, the City will annually monitor the project affordability and charge a \$200 annual fee subject to a three percent adjustment each year to defray staff costs for monitoring.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, (1) approving an appropriation of \$900,000 from the Affordable Housing In-Lieu Fees Fund (1327) and authorizing the Administrative Services Director to amend the Fiscal Year 2024 budget as necessary, (2) approving a 55-year amortized loan to Friends of the Mission in the amount of \$450,000 with three percent (3%) simple interest for a 12-unit affordable rental project at 334 Freeman Street, (3) approving a 55-year deferred-payment loan to Friends of the Mission in the amount of \$450,000 with three percent (3%) simple interest for a 12-unit affordable rental project at 334 Freeman Street, (4) authorizing the City to enter into a memorandum of understand with Friends of the Mission for the 334 Freeman Street project to establish operational parameters to help ensure successful operation and management of the project, (5) authorizing the City to enter into a regulatory agreement and declaration of restrictive covenants with Friends of the Mission for the 334 Freeman Street project to ensure the affordability of the project for a term of not less than 55 years, and (6) authorizing the City Manager to execute the loans, memorandum of understanding, and regulatory agreement in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to make the City loans and ensure the affordability of the project.

Prepared by: Dago Fierros, Housing Analyst II

Reviewed by: Christine Engel, Community Services Director

Reviewed by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Reso Freeman Garden Court Project Loans Apr 2, 2024
2. Aerial Perspective and Site Plan for Freeman Garden Court Project

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A \$450,000 AMORTIZED LOAN AND A \$450,000 DEFERRED-
PAYMENT LOAN FROM THE AFFORDABLE HOUSING
IN-LIEU FEES FUND TO ASSIST FRIENDS OF THE MISSION WITH THE
CONSTRUCTION OF THE FREEMAN GARDEN COURT PROJECT AT 334
FREEMAN STREET**

WHEREAS, Friends of the Mission (FOM), in collaboration with Woodland Opportunity Village (WOV), intend to construct the Freeman Garden Court Project, a 12-unit “duplexed” affordable rental project on approximately 0.45-acre lot at 334 Freeman Street (northeast corner of Freeman Street and Kentucky Avenue); and

WHEREAS, Friends of the Mission has requested City loan assistance to help address the increase in the project’s construction costs that have occurred since Friends of the Mission and Woodland Opportunity Village began engaging with the City of Woodland about the project in 2019; and

WHEREAS, the \$450,000 amortized loan will have a 55-year term with three percent (3%) simple interest and fixed annual payments of principal and accrued interest; and

WHEREAS, the \$450,000 deferred-payment loan will have a 55-year term with three percent (3%) simple interest and payment of principal and accrued interest is deferred until the loan’s maturity date; and

WHEREAS, the City will enter into a memorandum of understand with Friends of the Mission for the 334 Freeman Street project to establish operational parameters to help ensure successful operation and management of the project; and

WHEREAS, the City will enter into a regulatory agreement and declaration of restrictive covenants with Friends of the Mission to ensure the affordability of the project for a term of not less than 55 years; and

WHEREAS, the City will annually monitor the project affordability and charge a \$200 annual fee subject to a three percent adjustment each year to defray staff costs for monitoring; and

WHEREAS, the Freeman Garden Court project at 334 Freeman Street will further the goals, policies, and programs of the General Plan (Housing Element) to increase the supply of affordable housing.

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby

(1) approves an appropriation of \$900,000 from the Affordable Housing In-Lieu Fees Fund (1327) and authorizing the Administrative Services Director to amend the Fiscal Year 2024 budget as necessary, (2) approves a 55-year amortized loan to Friends of the Mission in the amount of \$450,000 with three percent (3%) simple interest for a 12-unit affordable rental project at 334 Freeman Street, (3) approves a 55-year deferred-payment loan to Friends of the Mission in the amount of \$450,000 with three percent (3%) simple interest for a 12-unit affordable rental project at 334 Freeman Street, (4) authorizes the City to enter into a memorandum of understand with Friends of the Mission for the 334 Freeman Street project to establish operational parameters to help ensure successful operation and management of the project, (5) authorizes the City to enter into a regulatory agreement and declaration of restrictive covenants with Friends of the Mission for the 334 Freeman Street project to ensure the affordability of the project for a term of not less than 55 years, and (6) authorizes the City Manager to execute the loans, memorandum of understanding, and regulatory agreement in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to make the City loans and ensure the affordability of the project.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 2nd day of April, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

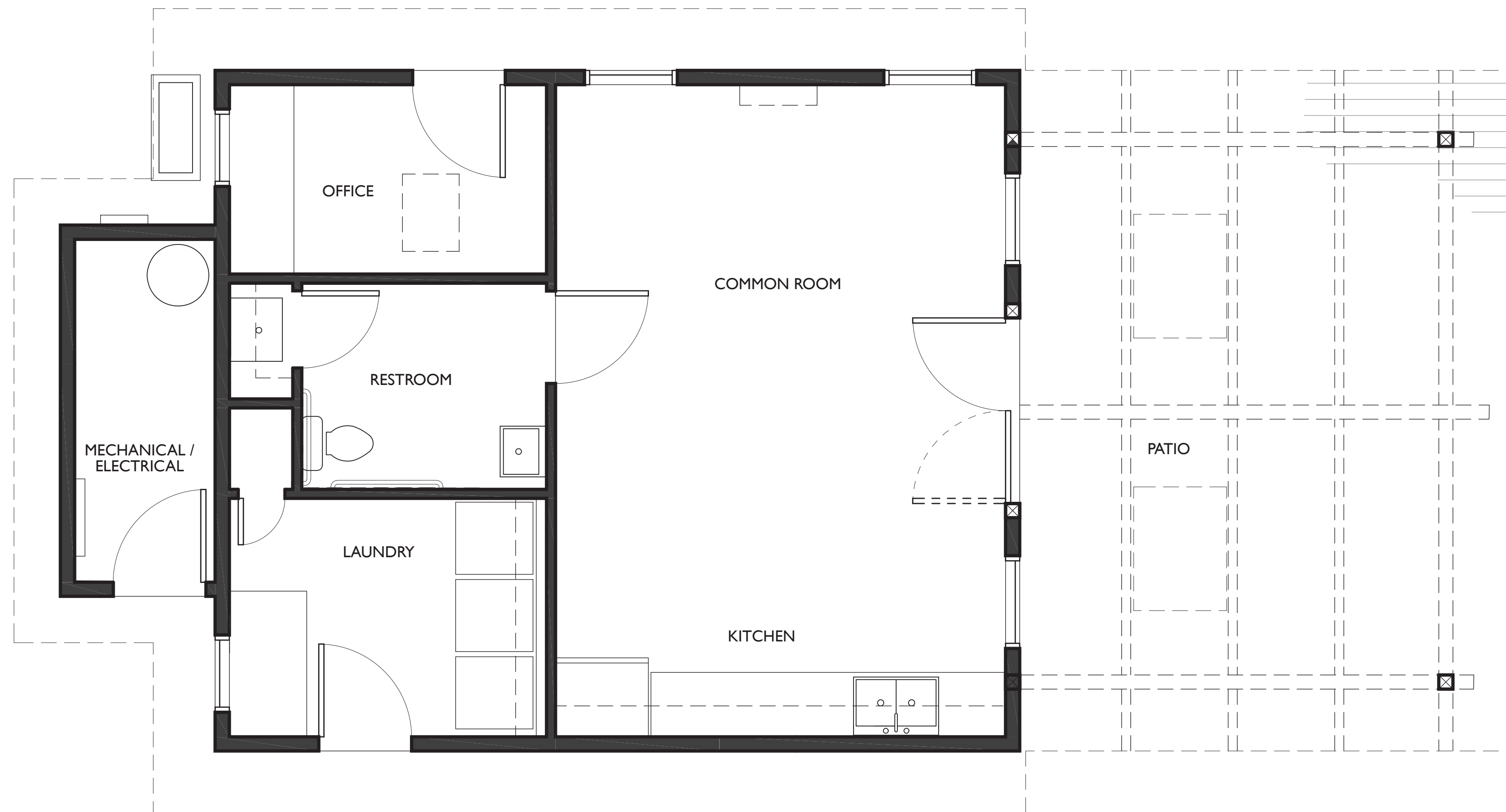


SITE PLAN



FREEMAN GARDEN COURT
PERMANENT SUPPORTIVE HOUSING
WOODLAND, CA • MARCH 2024



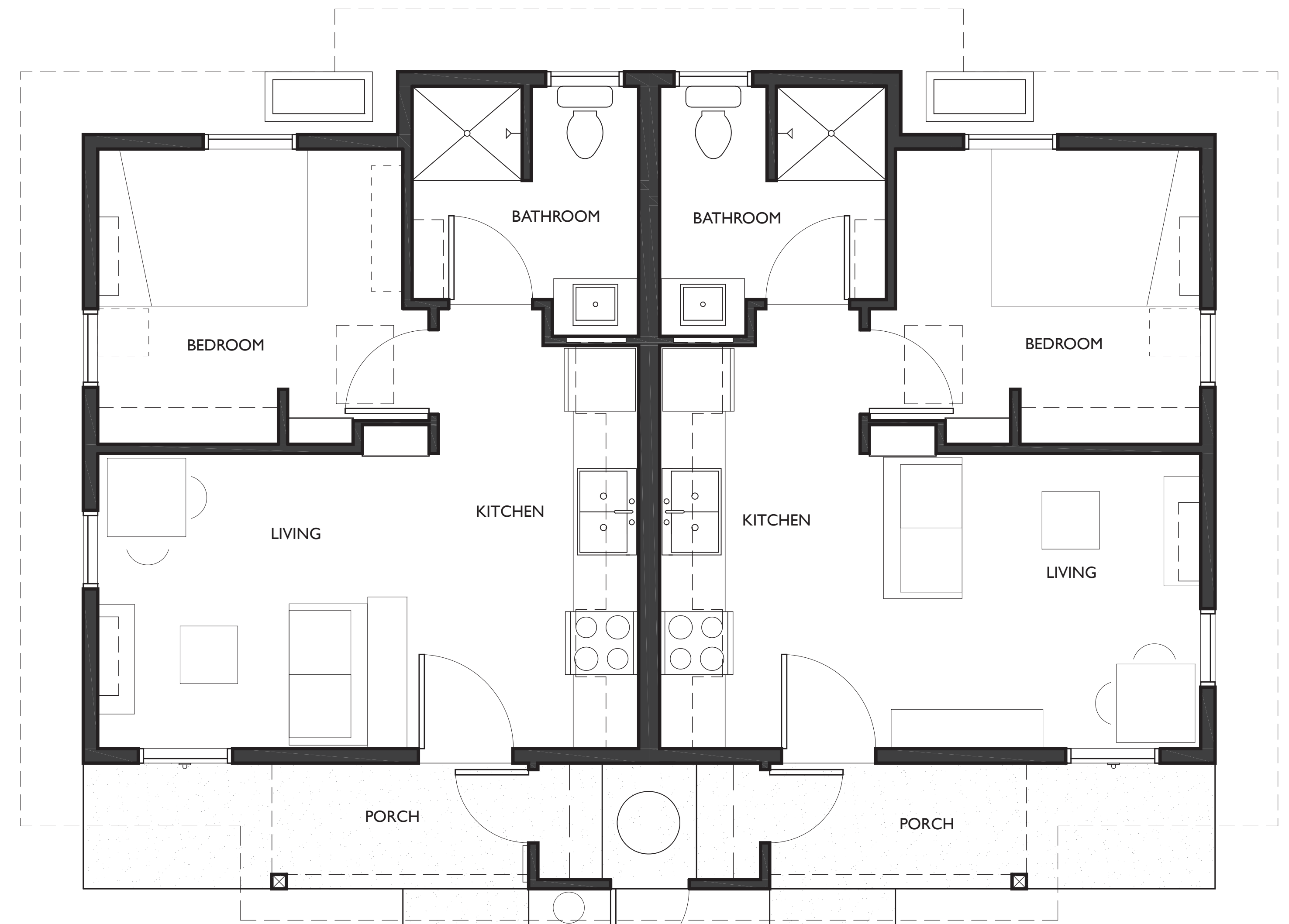


FLOOR PLAN

AREA: 615 SF



SECTION AT PATIO
COMMON BUILDING



FLOOR PLAN: 2 UNITS

UNIT AREA: 380 SF



SECTION AT KITCHEN
RESIDENTIAL DUPLEX PLAN





UNIT ENTRIES



COURTYARD FROM EAST



UNIT PORCH TO COMMONS PATIO



COURTYARD FROM WEST



AERIAL PERSPECTIVE FROM THE NORTHWEST

RENDERING BY: HOPPER DESIGN + ILLUSTRATION



FREEMAN GARDEN COURT
PERMANENT SUPPORTIVE HOUSING
WOODLAND, CA • MARCH 2024





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 2, 2024
ITEM #: I.18
SUBJECT: Fiscal Year 2024/25 Spring Budget Workshop

Recommendation for Action: Staff recommends that the City Council conduct a workshop to receive an update from staff on the development of the City's Fiscal Year 2024/25 Budget.

Staff Contact:

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

Discussion:

This initial budget meeting is intended to provide the City Council with a review of the baseline budget for fiscal year (FY) 2024/25, as well as an update to the General Fund five-year forecast.

The primary focus of the workshop will be a discussion of the General Fund revenue and expenditure trends, as well as the assumptions used to inform development of the FY2024/25 budget and the remainder of the five-year forecast. Staff will present updated financial forecasts; review the current budget framework; seek Council input on recommendations to maintain a balanced budget, manage prudent reserve levels, and advance the City Council's goal of long-term fiscal stability.

The budget development process, which typically begins in December each year, includes trends and assumptions showing the budget outlook continues to reflect growing deficits over all years of the forecast, as the City's expenditures outpace its revenue growth.

The General Fund FY2024/25 budget and five-year forecast show significant annual operating deficits in each of the five years of the forecast. The City has prudently built and maintained a healthy reserve balance, which is intended to help with times of economic uncertainty by guarding against unexpected revenue fluctuation, and allowing some flexibility in implementation of balancing measures. Healthy reserve balances in previous budget years have allowed for funding of priority projects or initiatives with one-time money. Although many needs remain unfunded, the flexibility that was previously available to support limited ongoing funding requests and some one-time priority needs has dwindled, and recommendation of new funding requests will necessarily be limited. Council feedback will be requested regarding assumptions used to develop the forecast and allocation of one-time resources to be considered in the development of the City Manager's FY2024/25 Proposed Budget. Staff expects to return to Council in May to discuss the spending plans for Measures F and R, and a proposed budget will be presented on June 4, 2024, with formal adoption of the FY2023/24 Annual Budget expected on June 18, 2024.

Conclusion:

Staff recommends that the City Council conduct a workshop to receive an update from staff on the development of the City's Fiscal Year 2024/25 Budget.

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Ken Hiatt
City Manager

Attachments:

None