City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

December 17, 2024
6:00 PM

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

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Land Acknowledgement 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

This is an opportunity for the public to speak to the Council on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.gov. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

1. SUBJECT: General Public Comments

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

2. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

3. SUBJECT: Commission on Aging Meeting Minutes for October 17, 2024

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the October 17, 2024 Commission on Aging meeting minutes.

4. SUBJECT: Parks & Recreation Commission Meeting Minutes for October 2024

   RECOMMENDATION FOR ACTION: Staff recommends the City Council receive the October 28, 2024, Parks & Recreation Commission Meeting Minutes.

5. SUBJECT: Sustainability Advisory Committee September 2024 Minutes

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee September 2024 meeting.

6. SUBJECT: 2023 Assistance to Firefighters Grant (AFG) Award Acceptance and Appropriation

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to 1) Accept the 2023 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel; and 2) Appropriate $39,260.00 to the Other Federal Grant Fund 330 to fund the initial expenditure.

7. SUBJECT: City of Woodland Prohousing Incentive Program Application

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No.____, authorizing an application for, and receipt of, Prohousing Incentive Program funds.

8. SUBJECT: Waiver of Second Reading and Adoption of Ordinance No. ____, Amending Section 15.16.200 of the Woodland Municipal Code

   RECOMMENDATION FOR ACTION: Staff recommends that City Council waive the second reading and adopt Ordinance No. _____, to amend Section 15.16.200 of Chapter 15.16 of the Woodland Municipal Code to provide additional alternative means of compliance with the City’s affordable housing requirements.

9. SUBJECT: Approve the Plans, Specifications and Bid Authorization for Pedestrian Crossing Improvements Project, CIP 22-15

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and

authorizing the bid advertisement for the Pedestrian Crossing Improvements Project, CIP 22-15.

10. SUBJECT: Approve the Plans, Specifications and Bid Authorization for Community Center Parking Lot Expansion, CIP 24-08

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No ____, 1) Approving the project plans and specifications and authorizing the bid advertisement of the Community Center Parking Lot Expansion Project, CIP 24-08; and 2) Approving a consultant services amendment for design services with Laugenour and Meikle in the amount of $17,875 for a total agreement amount of $173,216 and authorize the City Manager to execute the amendment for the Community Center Parking Lot Expansion Project, CIP 24-08.

11. SUBJECT: Approve the Plans, Specifications and Bid Authorization for 2025 Road Maintenance Project, CIP 25-02

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2025 Road Maintenance Project, CIP 25-02 and authorizing the bid advertisement.

12. SUBJECT: Approve a Construction Contract for the Gibson Road at SR-113 Interchange Modification Project, CIP 19-13

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ to 1) Appropriate $400,000 in SLIF Roads Funds (Fund 682) to the Gibson Road at SR-113 Interchange Modification Project (CIP 19-13) to cover all project costs; 2) Approve a construction contract for the Gibson Road at SR-113 Interchange Modification Project (CIP 19-13) and award the construction contract in the amount of $1,671,099 to Carone & Company; authorize a contract contingency up to 15% ($250,665); and authorize the City Manager to execute the construction contract and change orders; 3) Approve a professional services agreement for inspection services with UNICO Engineering in the amount of $224,146.79, authorize a contract contingency up to 15% ($33,622), and authorize the City Manager to execute the agreement and amendments; and 4) Approve an engineering design consultant services contract amendment with Mark Thomas in the amount of $12,800 for a total agreement amount of $404,957.29 and authorize the City Manager to execute the amendment.

13. SUBJECT: Approve a Professional Services Contract for the East Main Pump Station Generator Rehabilitation Project, CIP #22-02

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a professional services contract with West Yost for pre-design services in the amount of $118,006.

14. SUBJECT: Approve a Professional Services Agreement with BSK Associates for 2025 Water Quality Testing Services

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the contract with BSK Associates for the 2025 Water Quality Testing Services, for

an amount up to $148,861.50 and authorize a contingency of up to 10% ($14,886.15).

15. SUBJECT: Final Acceptance and Notice of Completion for the Spring Lake Recycled Water Project, CIP 17-07

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the construction contract for the Spring Lake Recycled Water Project, CIP 17-07, with Argonaut Constructors, Inc., as complete and authorizing the City Clerk to file a Notice of Completion.

16. SUBJECT: Accept the Public Improvements for Subdivision Final Map 5162 and 5206 Pioneer Village Phase 1 and 2 Offsites

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the Public Improvements For Subdivision Final Map 5162 and 5206, Pioneer Village Phase 1 and 2 (offsite improvements only).

17. SUBJECT: Final Map 5221 Ruby Estates Subdivision, Related Subdivision Improvement Agreement, and Related Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) Adopt Resolution No. _____, approving Final Map 5221 Ruby Estates Subdivision, approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City, and authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and 2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5221 Ruby Estates Subdivision, and authorizing the City Manager to sign on behalf of the City, and authorizing the City Manager to sign amendments up to 15% of the Reimbursement Agreement.

G. PUBLIC HEARINGS

18. SUBJECT: Mobile Vendor Ordinance Updates

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the staff report, conduct a public hearing, and take the following actions: 1) Introduce and waive the first reading of an Ordinance adopting Chapter 5.40 "Sidewalk Vendors" into the Woodland Municipal Code; 2) Introduce and waive the first reading of an Ordinance repealing Chapter 10.20 of the Woodland Municipal Code and adopting Chapter 5.44 "Mobile Vendors"; 3) Introduce and waive the first reading of an Ordinance repealing and replacing Section 17.84.250 "Mobile Vendors" of Woodland Municipal Code, Title 17 Zoning Ordinance with Section 17.84.250 "Mobile Vending and Food Preparation"; 4) Introduce and waive the first reading of an Ordinance adopting Chapter 8.32 into the Woodland Municipal Code; and 5) Adopt a Resolution approving new mobile vendor permit fees and annual renewal fees.

H. REPORTS OF THE CITY MANAGER

19. SUBJECT: Waste Management Update & Annual Rate Adjustment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, to 1) Receive a Waste Management update and the 2025 rate adjustment information; 2) Accept it as complete and adequate; and 3) Deem the proposed 2025 rate adjustments approved.

20. SUBJECT: Annual Measure R Report for Fiscal Year Ending June 30, 2024

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Annual Report for Measure R for the Fiscal Year ending June 30, 2024, and direct staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

21. SUBJECT: Measure F Annual Report for the Fiscal Year Ending June 30, 2024

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Measure F Annual Report for Fiscal Year ending June 30, 2024, and direct staff to publish the required excerpts from the report in the Daily Democrat and on the City's website.

22. SUBJECT: Revision to Council Committee Assignments

    RECOMMENDATION FOR ACTION: Staff recommends that the Council amend the attached City Council Assignments for 2025.

23. SUBJECT: City Council Meeting Schedule for 2025

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve its meeting schedule for 2025.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority of the City of Woodland scheduled for December 17, 2024 was posted on December 13, 2024 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Sarah Lansburgh

Sarah Lansburgh, CMC
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.

CITY OF WOODLAND CALIFORNIA

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	D.1
SUBJECT:	General Public Comments

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

Ken Hiatt
City Manager

Attachments:
None

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 17, 2024
ITEM #: E.2
SUBJECT: Long Range Calendar

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

Staff Contact:
Sarah Lansburgh, CMC, City Clerk, (530) 661-5806, sarah.lansburgh@cityofwoodland.gov

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

Ken Hiatt
City Manager

Attachments:
1. Council Long Range Calendar

CITY COUNCIL LONG RANGE CALENDAR

January 7th **REGULAR MEETING (TENTATIVE)**

(This meeting proposed to be cancelled pending approval of 2025 City Council Calendar)

January 21st **REGULAR MEETING**

Planning Division Permitting and Entitlement Fee Schedule
Truck Route Map Modifications – Public Hearing
Yolo County Housing Authority Strategic Plan
Yolano Donnelly Redevelopment – YCH Funding Agreement
Recognize Winners of MLK Jr. Essay and Visual Arts Contest
Accessory Dwelling Unit Ordinance Amendments

February 4th **REGULAR MEETING**

SACOG 2025 Blueprint Project Presentation
Equity Action Plan Update
Public Works Semi-Annual Report
Police Department Semi-Annual Report
Fire Department Semi-Annual Report

Future Topics / Study Sessions:

Downtown Transit Hub Presentation
Woodland Tennis Club Agreement (TBD)
Council Boundaries Update per Annexations (TBD
Campaign Contribution Ordinance Update (TBD)
Council Handbook – Policies & Procedures (TBD)

Updated 12/13/2024

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.3
SUBJECT:	Commission on Aging Meeting Minutes for October 17, 2024

Recommendation for Action: Staff recommends that the City Council receive the October 17, 2024 Commission on Aging meeting minutes.

Staff Contact:
Dallas Tringali, Community Services Program Manager, (530) 661-2005, dallas.tringali@cityofwoodland.gov

Discussion:
At the last Commission on Aging meeting on November 21, 2024, the minutes from the October 17, 2024 meeting were approved.

Conclusion:
Staff recommends that the City Council receive the October 17, 2024 Commission on Aging meeting minutes.

Prepared by: Dallas Tringali, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

Ken Hiatt
City Manager

Attachments:
1. 2024 10 17 COA Minutes

City of Woodland

Woodland Community & Senior Center
2001 East Street
Woodland, CA 95776

Commission on Aging –

Thursday, October 17, 2024

4:00 PM

A. CALL TO ORDER

Meeting called to order at 04:00 PM

B. ROLL CALL

Commissioners Present: Bliss-Moreau, Campbell, Harryman, Overholt, Rubin
Absent: None
Excused: None

C. PLEDGE OF ALLEGIANCE

D. REGULAR CALENDAR

1. Approve Minutes from the September 19, 2024 Commission on Aging Meeting

On a motion by Commissioner Rubin, seconded by Commissioner Overholt, Commissioners Approve Minutes from the September 19, 2024 Commission on Aging Meeting

Ayes: Bliss-Moreau, Campbell, Harryman, Overholt, Rubin

Noes: None

Absent:

2. Commissioner Request for Absence from Future Meetings

On a motion by Commissioner Kathy Harryman, seconded by Commissioner Dan Rubin and carried unanimously on a roll call vote, Commissioners approved Commissioner Regan Overholt's request for absence on November 21, 2024.

Ayes: Commissioner Regan Overholt, Chairperson Don Campbell, Commissioner Eliza Bliss-Moreau, Commissioner Kathy Harryman, Commissioner Dan Rubin

Noes: None

Absent:

E. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

3. Commissioner Reports and Updates

Verbal updates provided by Commissioners.

F. NEW BUSINESS

4. Apartment Listing Update for 2025/2026

Commissioners divided up the Apartment guide for updating. Information to be provided to Staff in February 2025.

5. Senior Center Speaker Series

Commissioner Eliza Bliss-Moreau provided verbal updates for the Speaker Series.

G. REPORT OF THE STAFF

6. Senior Center Staff Report

Verbal updates provided by Staff.

H. COMMUNICATIONS - PUBLIC COMMENT

No public comment.

I. AGENDA ITEMS FOR NEXT MEETING

Staff to invite speaker from HICAP to attend November's Commission meeting.

J. ADJOURN

On a motion by Commissioner Regan Overholt, seconded by Commissioner Dan Rubin, Meeting adjourned at 04:56 PM.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.4
SUBJECT:	Parks & Recreation Commission Meeting Minutes for October 2024

Recommendation for Action: Staff recommends the City Council receive the October 28, 2024, Parks & Recreation Commission Meeting Minutes.

Staff Contact:
Kris Bain, Community Services Program Manager, (530) 661-2002, kris.bain@cityofwoodland.gov

Discussion:
The minutes from the October 28, 2024, Parks & Recreation Commission Meeting were approved at the last meeting on November 25, 2024.

Conclusion:
Staff recommends the City Council receive the October 28, 2024, Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

Ken Hiatt
City Manager

Attachments:
1. Parks & Recreation Commission Minutes October 28, 2024

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Parks & Recreation Commission Meeting –

Monday, October 28, 2024

6:30 PM

A. CALL TO ORDER

B. ROLL CALL

Parks & Recreation Commissioners Present: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Carla White-Snyder

Absent: Commissioner Jon-Paul Valcarenghi

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. SUBJECT: Approve Parks & Recreation Commission Meeting Minutes for September 23, 2024

   RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission approve the meeting minutes from the September 23, 2024 meeting.

On a motion by Commissioner Carla White-Snyder, seconded by Commissioner Magalean Martin and carried unanimously on a roll call vote, Parks & Recreation Commissioners approved the Parks & Recreation Commission Meeting Minutes for September 23, 2024.

Ayes: None

Noes: None

Absent: Commissioner Jon-Paul Valcarenghi

2. SUBJECT: Urban Forest Subcommittee members approve Urban Forest Subcommittee Meeting Minutes for October 4, 2024

   RECOMMENDATION FOR ACTION: Staff recommends that the Urban Forest Subcommittee members approve the Urban Forest Subcommittee Meeting Minutes for October 4, 2024

This item was tabled to the November meeting.

E. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Parks & Recreation Commission on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Commission and to begin by stating their name, whether they reside in Woodland, and the name of the organization they represent, if any. The Chair may impose a time limit on any speaker depending on the number of people wanting to speak and the time available for the rest of the agenda. If 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 before the meeting. Comments should be submitted by email to WoodlandCSD@cityofwoodland.gov. Written Comments received at least two (2) hours before the scheduled start time of the Parks & Recreation Commission meeting will be provided to the Commission and posted to the City website as part of the official record of the meeting. Still, they will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the Parks & Recreation Commission meeting and during the Commission meeting will be provided to the Parks & Recreation Commission the day following the Commission 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.

James Vorhees commented on Rec2Go attending city-wide events such as the Farmer's Market and Movies on Main.

F. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Parks & Recreation Commission members and staff to make comments and announcements to express concerns, or to request the Commission's consideration of any items a Commission member would like to discuss at a future Commission meeting.

G. BUSINESS ITEMS

3. Standing Committee Report

- Facilities Committee
- Program & Department Evaluation
- Budget & Finance Committee
- Urban Forest Committee
- Volunteerism Committee

No updates were provided.

4. Approve Commissioner Absence Request

On a motion by Commissioner Magalean Martin, seconded by Vice Chair Adam Kirchgessner and carried unanimously on a roll call vote, Parks & Recreation Commissioners approved Commissioner White-Snyder's absence from the Commission meeting on January 27, 2025.

Ayes: None

Noes: None

Absent: Commissioner Jon-Paul Valcarenghi

H. REPORT OF THE STAFF

5. SUBJECT: Community Services Department Staff Report for October 28, 2024

RECOMMENDATION FOR ACTION: The Parks & Recreation Commission will receive the Community Services Department staff report for October 28, 2024

Verbal updates provided by Staff.

I. NEXT MEETING

6. The next meeting of the Parks & Recreation Commission is scheduled for November 25, 2024.

J. ADJOURN

On a motion by Commissioner Magalean Martin, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Parks & Recreation Commissioners adjourned the meeting at 7:15 pm.

Ayes: None

Noes: None

Absent: Commissioner Jon-Paul Valcarenghi

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.5
SUBJECT:	Sustainability Advisory Committee September 2024 Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee September 2024 meeting.

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

Discussion:
The Sustainability Advisory Committee's September meeting minutes are attached to this agenda item. Meeting highlights included:

- Debrief on a successful "Green Drinks" event
- Planning for the September "California Coastal Cleanup Event"
- Approval of an updated Committee Work Plan (included in a previous Council agenda)

These September minutes are appearing on the December 17 City Council agenda because draft minutes must be approved by the Sustainability Advisory Committee at their subsequent meeting, and the Committee did not achieve a quorum in October. These minutes were approved on Wednesday, November 20.

Conclusion:
Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee September 2024 meeting.

Ken Hiatt
City Manager

Attachments:
1. SAC Meeting Minutes 9.18.24

Sustainability Advisory Committee Meeting Minutes

September 18, 2024 – 6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:09 PM.

B. ROLL CALL

Present: Whitaker, Frankenbach, Perrin, Muñoz, Serena

Absent: Aulman, Bellows, Green, Cazares

C. PUBLIC COMMENTS

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

No public comment.

D. MEMBER REPORTS

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

Adelita: Recaps successful Green Drinks event, new members attended and two City Council members, Tom Stallard and Vicky Fernandez, staff from the venue (The HIVE) expressed interest in future partnerships for the Green Drinks events.

Frankenbach: Finished canopy survey with Mark, goal of the project is to identify areas in Woodland to plant trees to increase tree canopy to 25%, went to randomly sampled lots to assess if there is sufficient room to plant a tree (88% of lots had some room for trees), will do a write up on it after spending more time looking through the data.

E. STAFF REPORTS

RECCOMENDATION FOR ACTION: Staff recommends that the SAC receive updates from City staff on ongoing initiatives and projects

Staff member Spencer Bowen presented on several topics, including ongoing regional grant programs and the City Manager's Office's Civic Fellow progress.

F. MINUTES

RECOMMENDATION FOR ACTION: Staff recommends that the SAC approve its August meeting minutes

Whitaker moves, Perrin seconds

4-0-1 vote (Frankenbach abstains)

G. BUSINESS ITEMS

RECOMMENDATION FOR ACTION: Staff recommends that the SAC review and adopt its 2024-25 Work Plan

Committee reviewed its updated Work Plan, which included suggestions and notes made at the August meeting. Work Plan to be passed along to City Council at their next regular meeting.

Whitaker moves to accept, Serena seconds. Motion passes 5-0.

H. WORK GROUP UPDATES

Outreach and Engagement Work Group: Coastal Cleanup Day on Saturday

I. LONG RANGE CALENDAR

RECOMMENDATION FOR ACTION: Staff recommends that the SAC receive the Long-Range Calendar for informational purposes only

J. ADJOURN

Meeting adjourned at 6:53 PM.

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 17, 2024
ITEM #: F.6
SUBJECT: 2023 Assistance to Firefighters Grant (AFG) Award Acceptance and Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to 1) Accept the 2023 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel; and 2) Appropriate $39,260.00 to the Other Federal Grant Fund 330 to fund the initial expenditure.

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

Fiscal Impact:
The AFG award reimburses 90% of costs, requiring a 10% recipient match. The Woodland Fire Department requested funding for early detection cardiovascular and cancer screenings for all personnel totaling $39,260. The required $3,570 in matching funds were allocated as one-time funding from Measure F during the FY2024/25 budget development process. Matching funds will be transferred to Fund 330.

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

In February 2024, the Woodland Fire Department submitted an AFG Micro-grant application for cardiovascular and cancer screenings to fund early detection screenings for all personnel totaling $39,260. The Fire Department also requested a one-time funding appropriation from Measure F for the matching funds, which was approved by Council as part of the FY2024/25 budget process.

Discussion:
Cardiovascular disease accounts for roughly 40-50% of annual duty related fatalities in the fire service and according to NIOSH firefighters face a 9% increase in cancer diagnoses and a 14% increase in cancer-related deaths, compared to the general population. Fire Departments across the United States are recognizing the need for early detection amongst their members, Woodland is no exception. Comprehensive screenings can be completed at the station to minimize impact of emergency services.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to 1) Accept the 2023 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel; and 2) Appropriate $39,260.00 to the Other Federal Grant Fund 330 to fund the initial expenditure.

Prepared by: Erik Komula, Battalion Chief
Approved by: Eric Zane, Fire Chief

Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - 2023 AFG Micro
2. EMW-2023-FG-03821 - Award Package

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE ACCEPTANCE OF THE 2023 ASSISTNACE TO FIREFIGHERS GRANT (AFG) AWARD AND APPROPTION OF $39,260 TO FUND 330

WHEREAS, the Woodland Fire Department successfully applied for and was awarded the 2023 Assistance to Firefighters Grant (AFG) for early detection cardiovascular and cancer screenings; and

WHEREAS, Cardiovascular disease accounts for roughly 40-50% of annual duty related fatalities in the fire service and according to NIOSH firefighters face a 9% increase in cancer diagnoses and a 14% increase in cancer-related deaths, compared to the general population.; and

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

WHEREAS, the Fire Department requested a one-time General Fund appropriation for the matching funds which was approved by Council as part of the FY24/25 budget process.

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

SECTION 1. Accept the 2023 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel.

SECTION 2. Appropriate $39,260 to Fund 330 to fund the initial expenditure that includes a transfer of $3,570 from Measure F for the required matching funds.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland this 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/08/2024

Jeran Scruggs
WOODLAND FIRE DEPARTMENT
1000 LINCOLN AVE
WOODLAND, CA 95695

EMW-2023-FG-03821

Dear Jeran Scruggs,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $35,690.90 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $3,569.10 for a total approved budget of $39,260.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: WOODLAND FIRE DEPARTMENT
UEI-EFT: YAXJHVRK3M68
DUNS number: 785302373
Award number: EMW-2023-FG-03821

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$39,260.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$35,690.90
Non-federal	$3,569.10
Total	$39,260.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Wellness and fitness programs

Cancer Screening Physical

DESCRIPTION

Cancer screening physicals for all 52 members of the Woodland Fire Department. 43-Firefighters, 3 Battalion Chiefs, 1, Fire Chief, 3 Prevention Staff and 2 Admin Staff.

QUANTITY	UNIT PRICE	TOTAL
52	$755.00	$39,260.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant
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Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 15	**E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
Article 20	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 24	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 25	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 27	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 28	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	**Reporting of Matters Related to Recipient Integrity and Performance** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 33	**Reporting Subawards and Executive Compensation** For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	**SAFECOM** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 36	**Terrorist Financing** Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	**Universal Identifier and System of Award Management** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	**USA PATRIOT Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 43	**Applicability of DHS Standard Terms and Conditions to Tribes** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
Article 44	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45	**Disposition of Equipment Acquired Under the Federal Award** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2023-FG-03821	N/A	946000459	AWARD	WX03513N2024T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
WOODLAND FIRE DEPARTMENT 1000 LINCOLN AVE WOODLAND, CA 95695	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Jeran Scruggs	530-6615875	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
07/08/2024	OTHER - FEMA GO	COST SHARING	**Performance Period** 07/15/2024 to 07/14/2026 **Budget Period** 07/15/2024 to 07/14/2026

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	$0.00	$35,690.90	$35,690.90	$3,569.10
		Totals	$0.00	$35,690.90	$35,690.90	$3,569.10

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Jeran Scruggs	07/12/2024
18. FEMA SIGNATORY OFFICIAL (Name and Title)	**DATE**
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	**07/08/2024**

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.7
SUBJECT:	City of Woodland Prohousing Incentive Program Application

Recommendation for Action: Staff recommends that the City Council adopt Resolution No.____, authorizing an application for, and receipt of, Prohousing Incentive Program funds.

Staff Contact:
Spencer Bowen, Communication & Strategic Policies Manager | (530) 661-5808, spencer.bowen@cityofwoodland.gov
Amanda Portier, Marketing & Business Relations Specialist | (530) 661-5920, amanda.portier@cityofwoodland.gov

Background:
The California Department of Housing and Community Development's (HCD) Prohousing Incentive Program provides funding for planning and implementation activities related to housing and community development for municipalities that are Prohousing Designated by December 31, 2024. The Program is funded through Chapter 364, Statutes of 2017 (SB 2, Atkins), which established the Building Homes and Jobs Trust Fund (Fund). The Fund utilizes real estate transaction fees collected at the county level to establish a permanent source of funding. Five percent of annual collections are deposited in a fund to be used for an incentive program. The Program awards funds based on the applicant's Prohousing Designation Program Score.

Discussion:
The City of Woodland applied for the Prohousing Designation Program on December 6, 2024. HCD representatives advised City staff to complete a Prohousing Incentive Program application in anticipation of receiving Prohousing designation by December 31, 2024. This agenda item will position the City to apply quickly for the resources mentioned above should HCD designate Woodland as a "Prohousing" municipality.

If Woodland receives Prohousing designation by December 31, the City will be eligible for up to $950,000 in Prohousing Incentive Program funds. These funds will support affordable housing projects that advance the City's housing goals.

Conclusion:
Staff recommends that the City Council adopt Resolution No.____, authorizing an application for, and receipt of, Prohousing Incentive Program funds.

Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Prohousing Incentive Program

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PROGRAM FUNDS.

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the California Department of Housing and Community Development (Department) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Program or "PIP"); and

WHEREAS, the City Council of the City of Woodland desires to submit a PIP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the Department has issued Guidelines and Application on August 15, 2024 in the amount of $8,000,000 for PIP.

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

SECTION 1. The City Manager is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed $950,000.

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Woodland is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for an amount up to $950,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant's obligations related thereto, and all amendments thereto.

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.8
SUBJECT:	Waiver of Second Reading and Adoption of Ordinance No. ____, Amending Section 15.16.200 of the Woodland Municipal Code

Recommendation for Action: Staff recommends that City Council waive the second reading and adopt Ordinance No. _____, to amend Section 15.16.200 of Chapter 15.16 of the Woodland Municipal Code to provide additional alternative means of compliance with the City's affordable housing requirements.

Staff Contact:
Ken Hiatt, City Manager (530) 661-5802, ken.hiatt@cityofwoodland.gov

Fiscal Impact:
None.

Background:
At the December 3, 2024 City Council meeting, the City Council voted to introduce and waive the first reading of Ordinance No. _____ following a staff presentation. The presentation consisted of the proposed amendments to Section 15.16.200 of Chapter 15.16 of the Woodland Municipal Code. Should Council choose to waive the second reading and adopt Ordinance No. _____ at tonight's meeting, the Ordinance would be effective January 16, 2025, thirty days from the second reading.

The proposed ordinance would add a new subparagraph D. to Section 15.16.200 of the Woodland Municipal Code, which describes the alternatives to on-site construction of affordable units under the requirements of the City's Affordable Housing Ordinance. The new subsection D. allows that a developer may receive credit on a unit-for-unit basis towards the requirements of the Affordable Housing Ordinance for the development of off-site affordable units either by the developer, or pursuant to an agreement between the developer and a third party affordable housing developer that contemplates that the off-site units will be credited toward developer's affordable housing obligations.

Conclusion:
Staff recommends that City Council waive the second reading and adopt Ordinance No. _____, to amend Section 15.16.200 of Chapter 15.16 of the Woodland Municipal Code to provide additional alternative means of compliance with the City's affordable housing requirements.

Ken Hiatt
City Manager

Attachments:
1. Proposed Ordinance - Amending AHO Alt Means of Compliance_2nd Reading

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 15.16.200 OF CHAPTER 15.16 OF THE WOODLAND MUNICIPAL CODE TO PROVIDE ADDITIONAL ALTERNATIVE MEANS OF COMPLIANCE WITH THE CITY'S AFFORDABLE HOUSING REQUIREMENTS

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 has enacted Chapter 15.16 of the Woodland Municipal Code (the "Affordable Housing Ordinance"), which imposes certain requirements upon private residential development in the City to require that a portion of dwelling units contained in new residential developments in the City be sold or rented at an affordable housing cost to very low, low and moderate income families; and

WHEREAS, the Affordable Housing Ordinance provides the City with the discretion to permit residential developers to satisfy the requirements of the Affordable Housing Ordinance through certain alternative means of compliance, which include the dedication of land, or the payment of affordable housing in-lieu fees under terms and conditions as more specifically set forth in the Affordable Housing Ordinance, or a combination of land dedication and payment of affordable housing in-lieu fees; and

WHEREAS, in order to increase the City's ability to provide flexible means of compliance with the City's affordable housing requirements in order to better facilitate the production of housing in the City in general and the production of affordable housing in particular, the City desires to amend the Affordable Housing Ordinance to provide additional means of compliance with the Affordable Housing Ordinance allowing developers to received credit toward their affordable housing requirements through the development of off-site units by the developer or through an agreement between the developer and a third party affordable housing developer;

NOW, THEREFORE, the City Council of the City of Woodland does 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 Section 15.16.200. Section 15.16.200 of Chapter 15,16 of the Woodland Municipal Code is hereby is hereby amended as provided in Exhibit "A", attached hereto and incorporated herein by reference.

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.

INTRODUCED at a regular meeting of the City Council of the City of Woodland, California on the 3rd day of December, 2024, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 17th day of December, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

EXHIBIT A

§15.16.200 **Alternatives to on-site construction of affordable units.**

A. Alternative Means of Compliance. As an alternative to on-site construction of the affordable units as set forth in this chapter, the City may, at its discretion, permit the developer to satisfy the requirements of this chapter through one or more of the alternative means of compliance as described in this section.

B. Land Dedication.

1. A developer may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement under this section, if either:

   a. The developer demonstrates to the City Council that it is not feasible to develop the affordable dwelling units on-site as part of the residential project; or

   b. In the judgment of the Community Development Director, the developer's proposed land dedication would accomplish the objectives of this chapter.

2. Dedicated sites for residential projects shall meet the following criteria:

   a. The dedicated site shall be a minimum of two acres unless the City agrees to a smaller site based on a special housing need.

   b. The dedicated site shall be economically feasible to develop, of sufficient size to build the required number of affordable units and physically suitable for development of the required affordable units prior to the dedication of the land. The City may, at its discretion, accept a dedicated site that will provide a different housing type than would be required if the affordable units were constructed on-site, if in the judgment of the Community Development Director such dedication would accomplish the objectives of this chapter.

   c. The dedicated site shall also have appropriate General Plan designation and zoning to accommodate not less than the required number of units, be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.

   d. The value of the dedicated site shall be equal to or greater than the in-lieu fee in effect at the date of dedication for the applicable residential development multiplied by the number of otherwise required inclusionary units within the residential development.

3. The City may approve, conditionally approve, or reject such offer of land dedication of any specific property. If the City rejects such an offer of land dedication, the developer shall be required to meet the affordable housing obligations by other means set forth in this chapter.

4. Density Credit. In determining the amount of land to dedicate to satisfy a developer's affordable housing obligation, the developer shall receive credit for the base density of the dedicated site (e.g., 20 units per acre if the dedicated parcel is zoned to require residential density of 20 units per acre or greater).

5. Development of Dedicated Land. Within one year from the date of conveyance of the dedicated land to the City, the City shall determine, at its discretion, whether the dedicated land will be:

   a. Developed by the City to produce the required affordable dwelling units; or

   b. Conveyed to an affordable housing developer approved by the City to produce the required affordable dwelling units. The City Council shall determine which affordable housing developer shall be conveyed the land required to produce the affordable dwelling units.

C. In-Lieu Fees.

1. The developer may be permitted to pay in-lieu fees to satisfy all or a part of the developer's affordable housing obligation if either:

   a. The developer demonstrates to the City Council that it is not feasible to develop the affordable dwelling units on-site as part of the residential project; or

   b. In the judgment of the Community Development Director, the payment of in-lieu fees would accomplish the objectives of this chapter.

2. The payment amount of in-lieu fees shall be determined pursuant to an adopted fee schedule designating in-lieu fees for either or both for-sale affordable units and for rental affordable units, to be reviewed and revised as necessary on an annual basis. In the event a fee schedule has not been adopted, the City Council may allow payment of in-lieu fees upon review of the project's affordable housing plan and as memorialized in a documented agreement.

3. If the City determines that the developer may contribute in-lieu fees, the developer must pay such fees as calculated on a per unit basis prior to the issuance of building permits for the residential project. No building permit or certificate of occupancy shall be issued by the City until proof of in-lieu fees is provided.

D. Credits for Development of Off-Site Units. The developer may receive credit on a unit-for-unit basis toward satisfaction of the requirements of this Chapter for the development of off-site affordable units by the developer or pursuant to an agreement between the developer and a third party affordable housing developer if the City Council finds that:

1. The off-site units will be sold or rented at or below the affordability levels that would be required by this Chapter for the development of on-site affordable units as part of the market rate development receiving credit for its affordable housing requirements; or

2. The off-site affordable units will be produced and available for rental or sale sooner than would be required for the development of on-site affordable units; and

3. The off-site units will be subject to and will comply with all requirements of this Chapter applicable to affordable units.

E. Combination of Methods to Provide Inclusionary Housing. The developer of a project may propose any combination of the requirements for the construction of on-site affordable units pursuant to this chapter and/or alternative options pursuant to this section in order to comply with the provisions of this chapter. Such proposals shall be made in and considered by the City as part of the developer's application for development entitlements, and approved by the City if the City Council finds that the combined construction of affordable units and/or alternative methods of compliance provide substantially the same or greater level of affordability and the amount of affordable housing is as required pursuant to this chapter

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.9
SUBJECT:	Approve the Plans, Specifications and Bid Authorization for Pedestrian Crossing Improvements Project, CIP 22-15

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing the bid advertisement for the Pedestrian Crossing Improvements Project, CIP 22-15.

Staff Contact:
Sara Andreotti, Engineering Assistant, (530) 661-5951, Sara.Andreotti@cityofwoodland.gov

Fiscal Impact:
The approved Capital Budget includes $360,000 in funding for the Pedestrian Crossing Improvements Project, CIP 22-15, consisting of $250,000 of Highway Safety Improvement Program (HSIP) grant funding (Fund 351) and $110,000 in matching funding from the Road Development Fund (Fund 582). The project budget includes the costs for design, project management, construction management/inspection and construction. There is no impact to the General Fund.

Background:
In March 2021, the City of Woodland was awarded $250,000 from the Highway Safety Improvement Program (HSIP) to implement upgrades to existing lighted school pedestrian crossings. This grant award followed a competitive statewide application review and selection process. The HSIP is a core federal-aid program with the goal of reducing traffic fatalities and serious injuries on public roads. The project sites were selected from a list of existing lighted crosswalks and prioritized after traffic engineering staff consulted with local stakeholders including Public Works, Woodland Police Department, and school representatives including principals and teachers. The final selection considered multiple factors including maintenance history, traffic speed, vehicle collision history, and the potential for upgrades to address any identified safety concerns.

Each of the selected locations was initially constructed using safety grant funding and the equipment installed complied with best practices and guidelines in effect at the time. At present, these sites feature some or all of the following features: yellow flashing beacons, in-pavement warning lights and/or radar speed feedback signs. Yellow flashing beacons serve as warning devices for motorists and are often paired with in-pavement warning lights at critical crossings to enhance visibility of the crossings. However, the use of Rectangular Rapid Flashing Beacons (RRFB) has been deemed a more effective and more highly visibile alternative to these two features. The RRFBs have been proven to significantly improve driver compliance with "yield to pedestrian" laws, exhibiting higher rates of compliance compared to traditional round yellow flashing beacons with or without in-pavement warning lights.

In addition to RRFBs, speed feedback signs have long been identified as effective tools for enhancing pedestrian safety. These dynamic signs do not require parking restrictions and are less likely to lead to driver desensitization compared to static signs. As part of the City's broader efforts to address speed-related safety concerns, many of the targeted locations currently feature speed feedback signs to increase driver awareness of their travel speeds.

When the initial safety measures were implemented, solar-powered devices were often considered the most cost-effective and appropriate solution for implementation in existing roadways. However, nearly a decade later, the performance of these devices has proven less than satisfactory. The solar-powered systems have shown diminished functionality during extended periods of cloud cover, particularly in winter months, and have required frequent maintenance and costly replacements. As a result, the City has begun transitioning to AC-powered RRFBs, which offer more reliable performance and lower long-term maintenance costs. This transition will ensure the sustainability and effectiveness of the City's pedestrian safety efforts.

Discussion:
The project includes installation of AC powered RRFB and speed feedback signs, upgraded signage and the refreshing of pavement markings at the following pedestrian crossing locations:

- Dingle Elementary: College St. & Oak Ave
- Maxwell Elementary: Ashley Ave.- South of Beamer St.
- Zamora Elementary: El Dorado Dr. & Edwin Ave.
- Gibson Elementary: College St. & Truckee Pl.

Upon Council authorization, project bids will be solicited, and staff anticipates construction will start early July 2024, after school is released for the summer, and be complete by August 2024.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing the bid advertisement for the Pedestrian Crossing Improvements Project, CIP 22-15.

Prepared by: Sara Andreotti, Engineering Assistant

Reviewed by: Brent Meyer, CDD Director/City Engineer

Ken Hiatt
City Manager

Attachments:
1. Proposed Resolution - Plans, Specs, Bid Authorization CIP 22-15
2. CIP 22-15 Project Location Map

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING BID ADVERTISEMENT FOR THE PEDESTRIAN CROSSING IMPROVEMENTS PROJECT, CIP 22-15

WHEREAS, the approved Capital Budget includes $360,000 in funding for the Pedestrian Crossing Improvements Project, CIP 22-15, consisting of $250,000 of Highway Safety Improvement Program (HSIP) grant funding (Fund 351) and $110,000 in matching funding from the Road Development Fund (Fund 582); and

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

WHEREAS, the City wishes to approve the plans and specifications and authorize bidding for the project through the adoption of this Resolution.

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

SECTION 1. The City Council hereby approves the plans and specifications for the Pedestrian Crossing Improvements Project, CIP 22-15, which are available on file with the City Clerk.

SECTION 2. The City Council authorizes staff to advertise the Pedestrian Crossing Improvements Project, CIP 22-15 for bids.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

City of Woodland Pedestrian Crossings Improvements Project Location Map

★ Project Locations

N

1 inch = 2,000 feet

1:24,000

City of Woodland, September 2020

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.10
SUBJECT:	Approve the Plans, Specifications and Bid Authorization for Community Center Parking Lot Expansion, CIP 24-08

Recommendation for Action: Staff recommends that the City Council adopt Resolution No ____, 1) Approving the project plans and specifications and authorizing the bid advertisement of the Community Center Parking Lot Expansion Project, CIP 24-08; and 2) Approving a consultant services amendment for design services with Laugenour and Meikle in the amount of $17,875 for a total agreement amount of $173,216 and authorize the City Manager to execute the amendment for the Community Center Parking Lot Expansion Project, CIP 24-08.

Staff Contact:
Clara Olmedo, Associate Engineer, (530) 661-5824, clara_olmedo@cityofwoodland.gov

Fiscal Impact:
The project is currently funded in the Capital Budget with $1,500,000 in Capital Projects Funds (Fund 1501). It is likely that additional funding will be required to cover expanded project scope which includes additional electric vehicle charging and expanded landscape scope. An updated budget analysis will be prepared after receiving the bids. The Construction Contract Award will be presented to Council for approval at a future date, at which time additional Measure F Funds may be allocated to the project.

Background:
On September 25, 2017, the Parks & Recreation Commission approved a conceptual plan of new parks and recreation facilities at the Woodland Sports Park. The recommendation presented to the Parks & Recreation Commission was the result of a City Council and Parks & Recreation Commission subcommittee tasked with evaluating current and future recreation facility needs. On October 17, 2017, staff presented the conceptual master plan for buildout of the Woodland Sports Park to the City Council. Following that meeting, the master plan was further refined and once again presented to Council on March 6, 2018.

Recommendations included in the master plan reports provided to the Parks & Recreation Commission and the City Council were provided as “Level A” and “Level B” recommendations: “Level A” projects are those that have the highest current need based on community need. “Level B” projects are projects that have an acknowledged high level of need and take a second priority only to the Level A projects. The need to construct additional parking was identified as a “Level A” recommendation. The master plan identified the turf area in front of the main entrance to the Community & Senior Center as the area to provide the additional parking. With the new aquatic center scheduled to open in Fall 2025, there is a need to complete parking lot improvements and address the parking deficiency when holding larger events at the Woodland Sports Park.

The City Council authorized a design services contract award in January 2024. The design of the project includes conversion of the existing turf area fronting East Street to additional parking. A total of 96 new parking spaces, including 8 ADA accessible spaces and 4 electric vehicle charging stations, will be added with the project. In addition, the project will install infrastructure to provide 28

EV capable parking spaces for future equipping as EV charging stations.

Discussion:
Staff is requesting City Council approval of the construction documents and authorization to advertise the project for bids. Upon Council approval, the construction documents will be advertised in January for a bid opening in early February. Staff anticipates that the construction contract award will be presented to Council for approval in mid-February so that construction can commence in the Spring. Construction is anticipated to take approximately 6 months, with project completion estimated in Fall of 2025, before the new aquatics center is scheduled to open.

Laugenour and Meikle (L&M) were chosen to design the project and the contract agreement was approved by Council on January 16, 2024 in an amount of $136,541 with a contingency amount of 15%. During design, the project scope was expanded to include additional vehicle charging infrastructure to take advantage of PG&E grant funds available for government agencies endeavoring to convert fleet vehicles to electric. Planning for this infrastructure now, when the City is already required to install EV charging stations to meet the State code requirements for parking lot construction, will save the City money. The scope of civil and landscape improvements was also expanded to address poor drainage on the East Street shoulder.

Pursuant to CEQA Section 15162, the project improvements are consistent with the prior approved Negative Declaration (SCH #2002122059, Community/Senior Center Community Park) for the 40-acre community park with community/senior center certified on January 21, 2003, and no additional environmental analysis is required for the project.

Conclusion:
Staff recommends that the City Council adopt Resolution No ____, 1) Approving the project plans and specifications and authorizing the bid advertisement of the Community Center Parking Lot Expansion Project, CIP 24-08; and 2) Approving a consultant services amendment for design services with Laugenour and Meikle in the amount of $17,875 for a total agreement amount of $173,216 and authorize the City Manager to execute the amendment for the Community Center Parking Lot Expansion Project, CIP 24-08.

Prepared by: Clara Olmedo, Associate Engineer

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

Ken Hiatt
City Manager

Attachments:
1. Proposed Resolution - Plans, Specifications, Bid Authorization, CIP 24-08
2. Site & Landscape Planting Plans

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT OF BIDS AND APPROVING A PROFESSIONAL SERVICES CONTRACT AMENDMENT WITH LAUGENOUR AND MEIKLE FOR DESIGN SERVICES FOR THE COMMUNITY CENTER PARKING LOT EXPANSION PROJECT (CIP 24-08)

WHEREAS, the Community Center Parking Lot Expansion Project, CIP 24-08 (the "Project"), is identified in the Capital Budget; and

WHEREAS, the Project is currently funded with $1,500,000 in General Capital Funds (Fund 1501) and appropriation of additional Measure F funds may be requested at award of construction contract to cover total project costs once the bid prices are known; and

WHEREAS, master planning reports previously presented to Council in 2017 & 2018 identified a need for additional parking at the Woodland Sports Park; and

WHERAS, the Project includes expansion of the existing Community & Senior Center parking lot to the existing turf area west of the main entrance, with an additional 96 parking stalls, including 8 new ADA stalls. Additionally, the Project will equip 4 existing parking spaces with EV charging equipment and will run infrastructure to an additional 14 stalls for future equipping; and

WHEREAS, the City entered into consultant services agreement with Laugenour & Meikle on January 16, 2024 in an amount of $136,541 with a contingency amount of 15%; and

WHEREAS, the City Council wishes to approve an amendment to the Agreement dated January 29, 2024 and authorize the City Manager to execute the amendment; and

WHEREAS, pursuant to CEQA Section 15162, the project improvements are consistent with the prior approved Negative Declaration (SCH #2002122059, Community/Senior Center Community Park) for the 40-acre community park with community/senior center certified on January 21, 2003, and no additional environmental analysis is required for the project; and

WHEREAS, the City Council has the authority to approve projects for bid; and

WHEREAS, the City Council wishes to approve the plans and specifications and authorize bid advertisement for the Project through adoption of this Resolution.

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

SECTION 1. The City Council hereby approves the plans and specifications for the Community Center Parking Lot Expansion Project (CIP 24-08), which will be available on file with the City Clerk.

SECTION 2. The City Council hereby authorizes staff to advertise for bids for the Community Center Parking Lot Expansion Project (CIP 24-08).

SECTION 3. The City Council hereby approves the consultant services contract amendment with Laugenour & Meikle and authorizes and directs the City Manager to execute the amendment in the amount of $17,875 for a total agreement amount of $173,216 for the Community Center Parking Lot Expansion Project, CIP 24-08.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

LEGEND

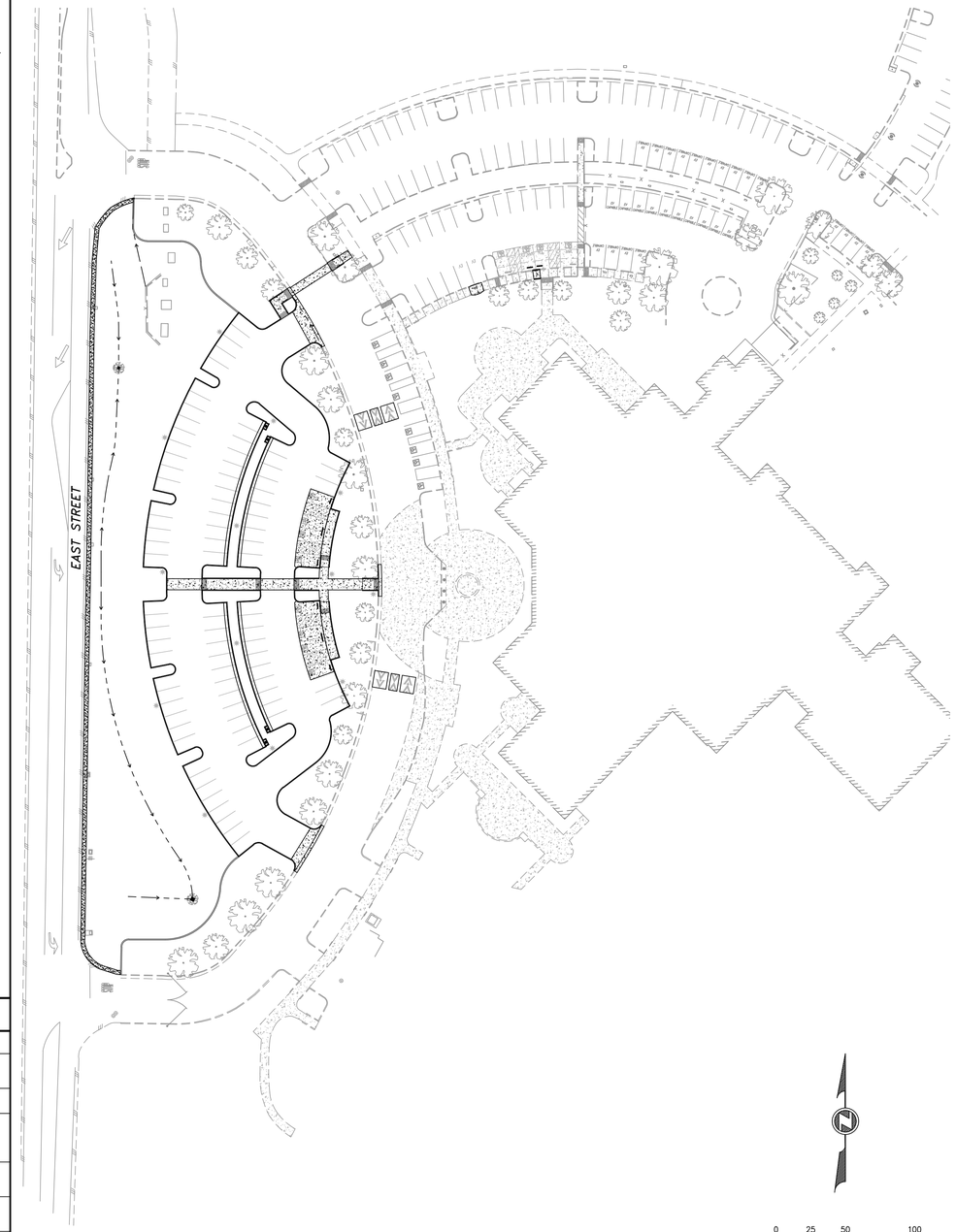
PROPOSED	EXISTING	
12"SD	12"SD	STORM DRAIN AND MANHOLE
12"PSD		PERFORATED STORM DRAIN
6"SS	6"SS	SANITARY SEWER AND MANHOLE
8"SFM	8"SFM	SANITARY SEWER FORCE MAIN
P		SEWER PUMP STATION
		FIRE HYDRANT AND VALVE ASSEMBLY
10"W		WATER MAIN, VALVE, DOUBLE DETECTOR CHECK VALVE, METER & BLOWOFF VALVE
JT	JT	JOINT UTILITY TRENCH
GAS	GAS	GAS MAIN
(UG)E	(OH)E	ELECTRICAL LINE (UG–UNDERGROUND, OH–OVERHEAD)
(UG)T	(OH)T	TELEPHONE LINE (UG–UNDERGROUND, OH–OVERHEAD)
SL	SL	STREET LIGHT CONDUIT, WIRING & PULL BOX
SL E2	SL	STREET LIGHT SERVICE POINT AT UTILITY CO. BOX
		STREET LIGHT AND POLE
		UTILITY POLE WITH DOWN GUY & ANCHOR
PP,TP,JP	PP,TP,JP	POWER POLE, TELEPHONE POLE, JOINT POLE
x x x x	x x x x	FENCE
		VERTICAL CURB, GUTTER & SIDEWALK WITH DRIVEWAY
		CATCH BASIN OR DRAINAGE INLET
		FLOWLINE OF DITCH OR SWALE
		DIRECTION OF SURFACE DRAINAGE FLOW
		CUT OR FILL SLOPE
		RIGHT OF WAY OR PROPERTY LINE
		STREET CENTERLINE OR BASELINE
		SURVEY MONUMENT
		SIGN
		TREE
		TREE TO BE REMOVED
		EXISTING GROUND SURFACE ELEVATION
58.60 FG		EDGE OF PAVEMENT AND ELEVATION
58.60 FL		FLOW LINE GRADE
59.10 TC 58.60 AC		TOP OF CURB GRADE/ASPHALT GRADE
58.60 FG		FINISHED CONCRETE GRADE
58.60 TW		TOP OF WALL GRADE
59.10 TC 58.60 FG 57.10 SG		TOP OF CURB/FINISHED GRADE/SUBGRADE ELEVATION
60.50± TC 60.00± TL 60.50± FC 60.50± AC 60.50± BEW		MATCH EXISTING GRADE (FIELD VERIFY)
		PUBLIC UTILITY EASEMENT
		ROLL CURB, GUTTER, & SIDEWALK
		GRADING RIDGE

UTILITY REPRESENTATIVES

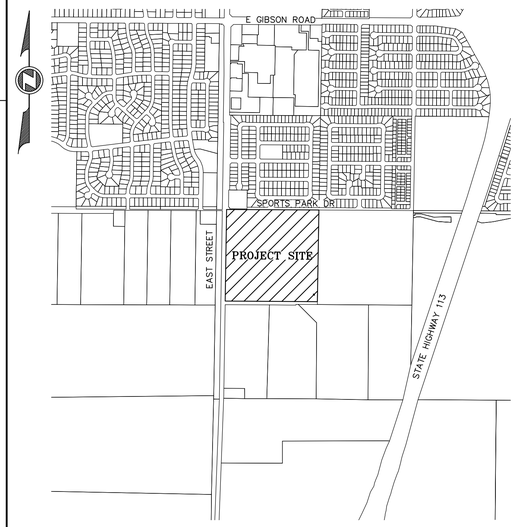
UTILITY	COMPANY	REPRESENTATIVE	PHONE NUMBER
GAS & ELECTRIC	P.G.&E.	SETH PEREZ	(530) 661–5668
TELEPHONE	AT&T	LISA MARANO	(916) 484–2420
TELEPHONE	YOLO COUNTY TELECOMMUNICATIONS	TOM BATES	(530) 506–5012
CABLE TV	WAVE BROADBAND	FRANK BARGIEL	(916) 223–0123
WATER, SEWER, AND DRAINAGE	CITY OF WOODLAND	CRAIG LOCKE	(530) 661–5899
FIRE	CITY OF WOODLAND	FIRE MARSHALL	(530) 661–5855
USA			(800) 227–2600

IMPROVEMENT PLANS
FOR
COMMUNITY CENTER PARKING LOT EXPANSION

CITY OF WOODLAND — YOLO COUNTY, CA



VICINITY MAP



SHEET INDEX

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
1	C001	TITLE SHEET
2	C002	ABBREVIATIONS AND GENERAL NOTES
3	C003	GENERAL NOTES
4	C101	TOPOGRAPHIC SURVEY AND DEMOLITION PLAN
5	C201	SITE PLAN
6	C202	EV CHARGING PLAN
7	C301	GRADING AND DRAINAGE PLAN
8	C401	UTILITIES PLAN
9	C601	EROSION AND SEDIMENTATION CONTROL PLAN
10	C701	DETAILS
11	C702	DETAILS
12	C801	CROSS SECTIONS
13	TP–1	TREE PROTECTION & REMOVAL PLAN
14	TP–2	TREE PROTECTION & REMOVAL PLAN
15	IR–1	IRRIGATION PLAN
16	IR–2	IRRIGATION PLAN
17	IR–3	IRRIGATION PLAN
18	PL–1	PLANTING PLAN
19	PL–2	PLANTING PLAN
20	DT–1	LANDSCAPE DETAILS
21	DT–2	LANDSCAPE DETAILS
22	DT–3	LANDSCAPE DETAILS
23	E0.01	ELECTRICAL SHEET INDEX, SYMBOL LIST, AND ABBREVIATIONS
24	E1.00	SITE PLAN
25	E2.01	SITE PLAN – LIGHTING
26	E2.02	SITE PLAN – LIGHTING PHOTOMETRICS
27	E3.01	ELECTRICAL PLAN – EV CHARGERS
28	E4.01	ONE–LINE POWER DIAGRAM
29	E5.01	ELECTRICAL DETAILS
30	E6.01	TITLE 24 OUTDOOR LIGHTING COMPLIANCE FORMS
31	E6.02	TITLE 24 OUTDOOR LIGHTING COMPLIANCE FORMS

GEOTECHNICAL REPORT

"FINAL GEOTECHNICAL REPORT, CITY OF WOODLAND AQUATIC COMPLEX – COMMUNITY & SENIOR CENTER SITE", FILE NO. 4177.x001, MARCH 2024, BLACKBURN CONSULTING, 2491 BOATMAN AVENUE, WEST SACRAMENTO, CA 95691.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662–1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662–4602

REGISTERED PROFESSIONAL ENGINEER · BRYAN P. BONINO · No. 41804 · CIVIL · STATE OF CALIFORNIA

PROJECT ENGINEER'S SIGNATURE

BY: _____

BRYAN P. BONINO

DATE: 11–21–2024 P.E. 41804

JOB# 449-99-2

IMPROVEMENT PLANS FOR

COMMUNITY CENTER PARKING LOT EXPANSION

BENCH MARK:
ELEVATION: 69.205 DATUM: NAVD88
DESCRIPTION: L–24
3 1/2" USC&GS BRASS DISK STAMPED "A1046 1959" IN CONCRETE HEADWALL CENTER LINE OF EAST–WEST CANAL AND 30'± NORTH OF ROAD 24A AND 30'± WEST OF CENTER LINE OF EAST STREET IN WOODLAND CA.

CITY OF WOODLAND
APPROVED BY:

_____
BRENT MEYER – CITY ENGINEER
RCE# 52587
DATE:

SCALE: HORIZ. 1"=50' VERT. NONE

DATE: 11–21–2024

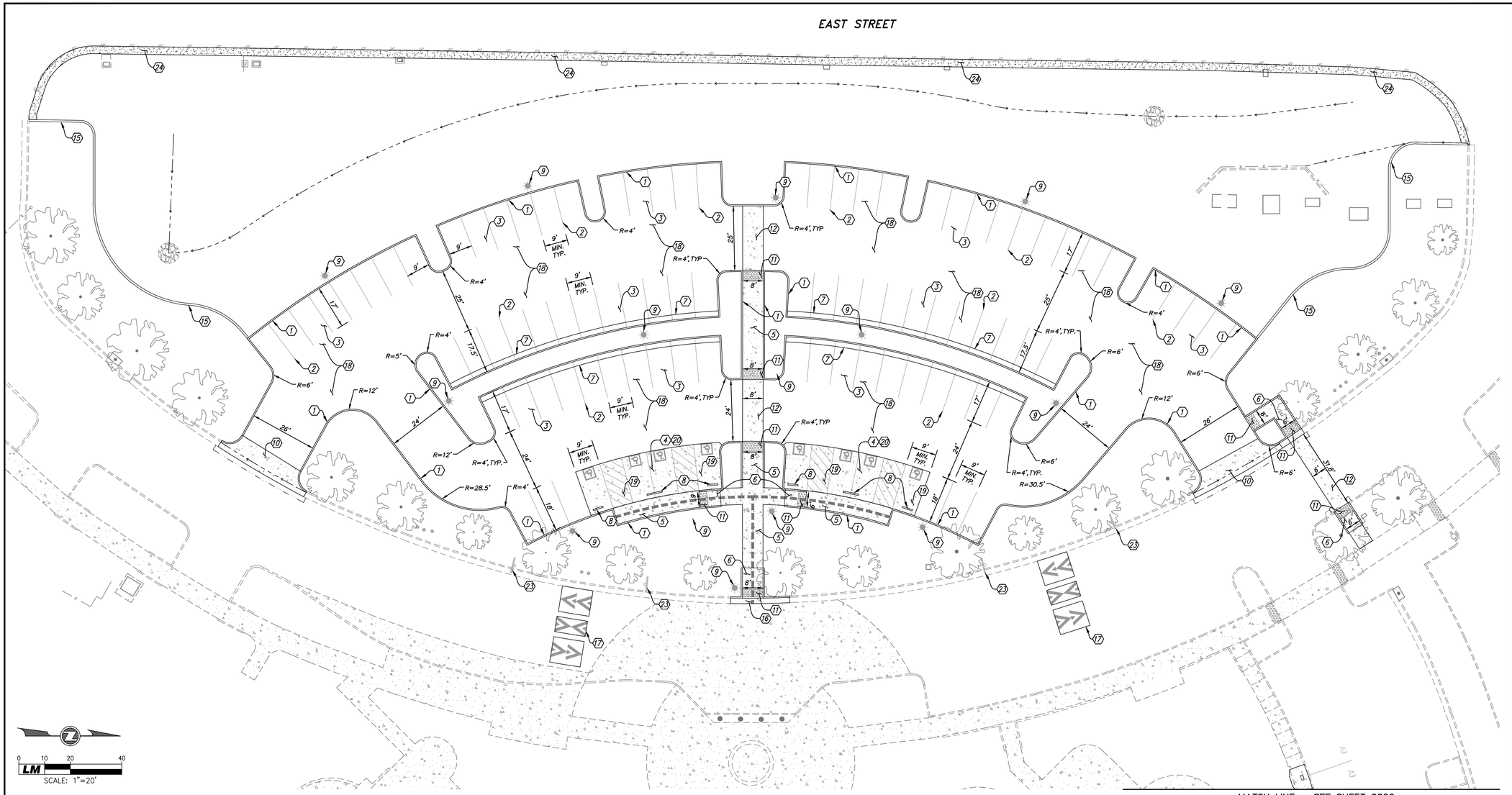
DESIGNED BY B.BONINO
DRAWN BY J. BAÑUELOS
REVIEWED BY B.BONINO
FILE: 449–99–2_C001.dwg

REVISIONS

NO.	DESCRIPTION	BY APPR.	DATE

C001
TITLE SHEET

SHEET 1 OF 31



ACCESSIBLE PATH OF TRAVEL NOTES (======):

ACCESSIBLE PATH OF TRAVEL TO HAVE A CONTINUOUS SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/2" AND SHALL BE A MINIMUM OF 48" IN WIDTH PER CBC CHAPTER 11 DIVISION 4. ACCESSIBLE ROUTES OF TRAVEL WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 1:20 SHALL HAVE RAMPS COMPLYING WITH CBC 11B-405. WALKS SHALL NOT EXCEED 1:20 IN DIRECTION OF TRAVEL AND 1:48 CROSS SLOPE.

CONSTRUCTION NOTES

1. INSTALL VERTICAL CURB PER DETAIL 5, SHEET C701.
2. INSTALL 4" WIDE PAINTED TRAFFIC STRIPING, TYPICAL.
3. STANDARD STALL 9' X 17' WITH 2' PARKING OVERHANG.
4. ACCESSIBLE PARKING STALLS: 9' X 18' MIN WITH 2' PARKING OVERHANG WITH 8' WIDE LOADING ZONE.
5. INSTALL CONCRETE SIDEWALK PER DETAIL 3, SHEET C701.
6. INSTALL PERPENDICULAR CURB RAMP PER CBC SECTION 11B-406.2 AND 11B-406.5 OR CALTRANS STANDARD PLAN A88A CASE F. SEE SHEET C702.
7. INSTALL VERTICAL CURB AND GUTTER PER CITY OF WOODLAND STANDARD DETAIL 315.
8. INSTALL WHEEL STOPS PER DETAIL 4, SHEET C701.
9. INSTALL SITE LIGHTS PER ELECTRICAL PLANS.
10. INSTALL DRIVEWAY VALLEY GUTTER PER DETAIL 1, SHEET C702.
11. INSTALL TRUNCATED DOME PAVERS COMPATIBLE WITH CBC SECTION 11B-705 AND CALTRANS STANDARD PLAN A88A.
12. INSTALL ENHANCED CONCRETE SIDEWALK PER DETAIL 1 & 2, SHEET C701.
13. INSTALL CONCRETE MOW STRIP PER CITY OF WOODLAND STANDARD DETAIL 1318.
16. INSTALL MODIFIED GUTTER SECTION WITH MAXIMUM 4% SLOPE FROM LIP OF GUTTER TO FLOW LINE.
17. INSTALL SPEED CUSHION PER CITY OF WOODLAND STANDARD DETAIL 385.
18. INSTALL 3" A.C., 11" A.B. OVER 8" COMPACTED SUBGRADE FOR AUTO DRIVE AISLES AND AUTO PARKING AREAS. SEE GEOTECHNICAL REPORT FOR COMPACTION REQUIREMENTS.
19. INSTALL 6" P.C.C., 8" A.B. OVER 8" COMPACTED SUBGRADE FOR ADA PARKING AREAS. SEE GEOTECHNICAL REPORT FOR COMPACTION REQUIREMENTS.
20. SEE SHEET C702, CALTRANS STANDARD PLAN A90A, FOR ACCESSIBLE PARKING AND SIGNAGE DETAILS IN ADA PARKING AREA.
23. INSTALL STREET SIGN W17-1 PER CAMUTCD 2014.
24. INSTALL 3' WIDE OF 8" AB SHOULDER.

GENERAL NOTES:

A. 4" WIDE WHITE STANDARD PAINTED PARKING STALL STRIPES (TYPICAL).

B. PCC SLABS SHOULD BE CONSTRUCTED WITH THICKENED EDGES. THE THICKENED EDGES SHOULD BE CONSTRUCTED AND TAPERED OVER A MINIMUM DISTANCE OF 48 INCHES IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 330R DESIGN DETAILS. REINFORCING FOR CRACK CONTROL, IF REQUIRED BY DEVELOPER OR GEOTECHNICAL ENGINEER, SHOULD CONSIST OF AT LEAST NO. 5 REINFORCING BARS PLACED ON MAXIMUM 12-INCH CENTERS EACH WAY THROUGH THE SLAB. REINFORCEMENT MUST BE LOCATED AT THE MID-SLAB DEPTH TO BE EFFECTIVE. JOINT SPACING AND DETAILS SHOULD BE DETERMINED BY GEOTECHNICAL REPORT AND SHOULD CONFORM WITH CURRENT PORTLAND CEMENT ASSOCIATION OR ACI GUIDELINES. DOWELING REQUIREMENTS SHALL BE PER GEOTECHNICAL REPORT.

C. 1.8% MAXIMUM SLOPE AT ADA PARKING STALLS AND ADA PATH OF TRAVEL. CONTRACTOR SHALL VERIFY TOP OF A.B. FOR SLOPE COMPLIANCE PRIOR TO PAVING.

D. CIVIL ENGINEER TO PROVIDE AUTOCAD DRAWING TO CONTRACTOR FOR LAYOUT OF PARKING LOT.

PARKING CALCULATIONS

PER CBC TABLE 11B-208.2 – PARKING SPACES	
TOTAL NUMBER OF PARKING SPACES	96
REQUIRED ACCESSIBLE PARKING SPACES	4 (INCLUDING 1 VAN)
PROVIDED ACCESSIBLE PARKING SPACES	8 (INCLUDING 1 VAN)
PROVIDED ELECTRIC VEHICLE CHARGING PARKING SPACES	4 (INCLUDING 1 VAN)
FUTURE ELECTRIC VEHICLE CAPABLE PARKING SPACES	14

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REGISTERED PROFESSIONAL ENGINEER · BRYAN P. BONINO · No. 41804 · CIVIL · STATE OF CALIFORNIA

PROJECT ENGINEER'S SIGNATURE

BY: _____
BRYAN P. BONINO

DATE: 11-21-2024 P.E. 41804

JOB# 449-99-2

IMPROVEMENT PLANS FOR

COMMUNITY CENTER PARKING LOT EXPANSION

BENCH MARK:
ELEVATION: 69.205 DATUM: NAVD88
DESCRIPTION: L-24
3 1/2" USC&GS BRASS DISK STAMPED "A1046 1959" IN CONCRETE HEADWALL CENTER LINE OF EAST-WEST CANAL AND 30'± NORTH OF ROAD 24A AND 30'± WEST OF CENTER LINE OF EAST STREET IN WOODLAND CA.

CITY OF WOODLAND
APPROVED BY:

_____
BRENT MEYER – CITY ENGINEER
RCE# 52587
DATE:

SCALE: HORIZ. 1"=20' VERT. NONE

DATE: 11-21-2024

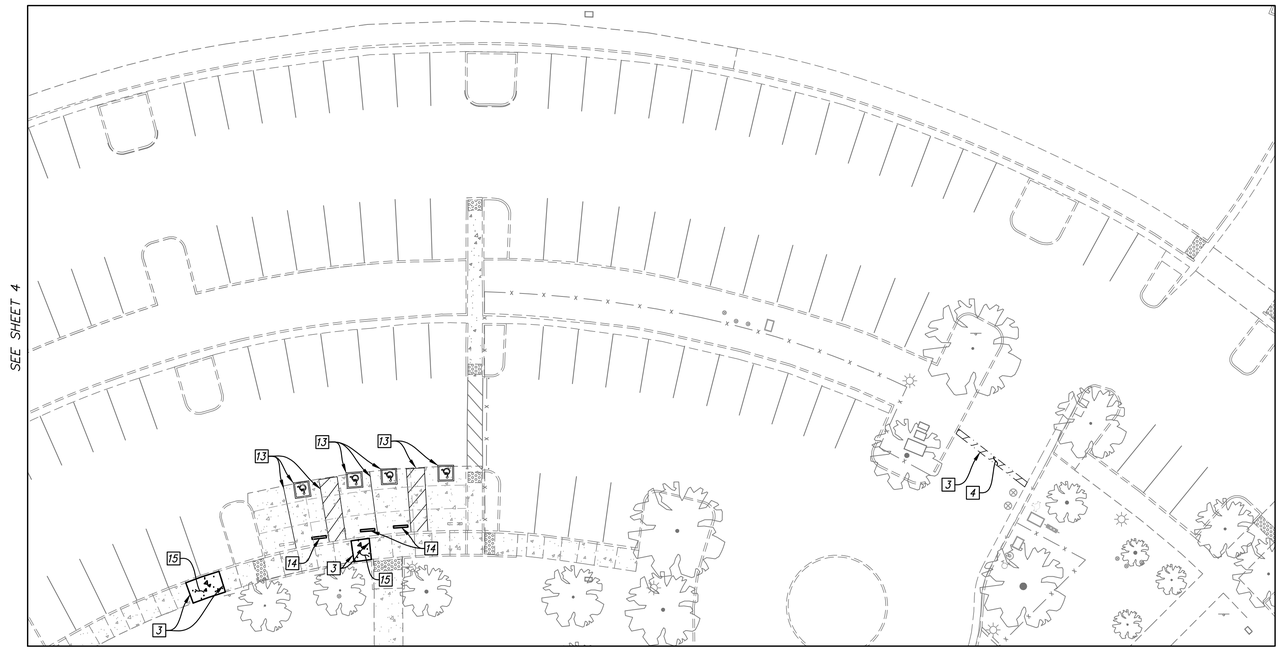
DESIGNED BY B.BONINO
DRAWN BY J. BAÑUELOS
REVIEWED BY B.BONINO
FILE: 449-99-2_C201.dwg

REVISIONS

NO.	DESCRIPTION	BY APPR.	DATE

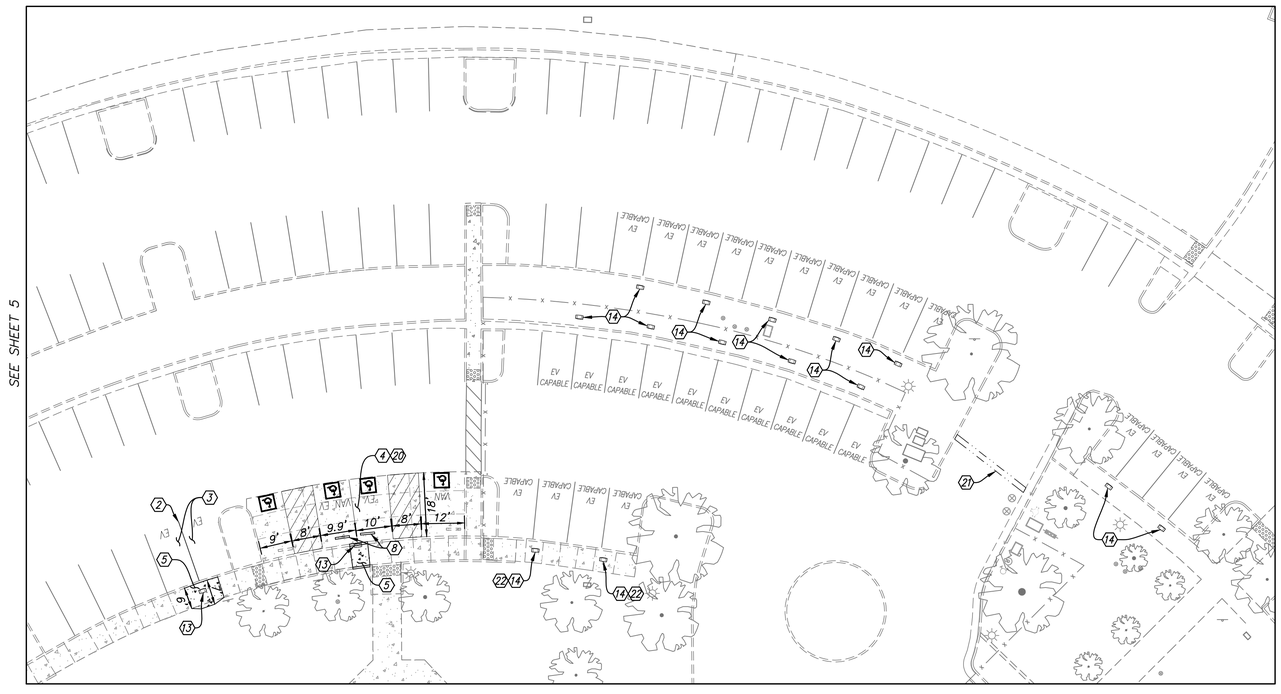
C201
SITE PLAN

SHEET 5 OF 31



0 10 20 40
LM
SCALE: 1"=20'

1 TOPOGRAPHIC SURVEY AND DEMOLITION PLAN
1"=20'



0 10 20 40
LM
SCALE: 1"=20'

2 CIVIL SITE PLAN
1"=20'

GENERAL NOTES:

A. 4" WIDE WHITE STANDARD PAINTED PARKING STALL STRIPES (TYPICAL).

B. PCC SLABS SHOULD BE CONSTRUCTED WITH THICKENED EDGES. THE THICKENED EDGES SHOULD BE CONSTRUCTED AND TAPERED OVER A MINIMUM DISTANCE OF 48 INCHES IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 330R DESIGN DETAILS. REINFORCING FOR CRACK CONTROL, IF REQUIRED BY DEVELOPER OR GEOTECHNICAL ENGINEER, SHOULD CONSIST OF AT LEAST NO. 5 REINFORCING BARS PLACED ON MAXIMUM 12-INCH CENTERS EACH WAY THROUGH THE SLAB. REINFORCEMENT MUST BE LOCATED AT THE MID-SLAB DEPTH TO BE EFFECTIVE. JOINT SPACING AND DETAILS SHOULD BE DETERMINED BY GEOTECHNICAL REPORT AND SHOULD CONFORM WITH CURRENT PORTLAND CEMENT ASSOCIATION OR ACI GUIDELINES. DOWELING REQUIREMENTS SHALL BE PER GEOTECHNICAL REPORT.

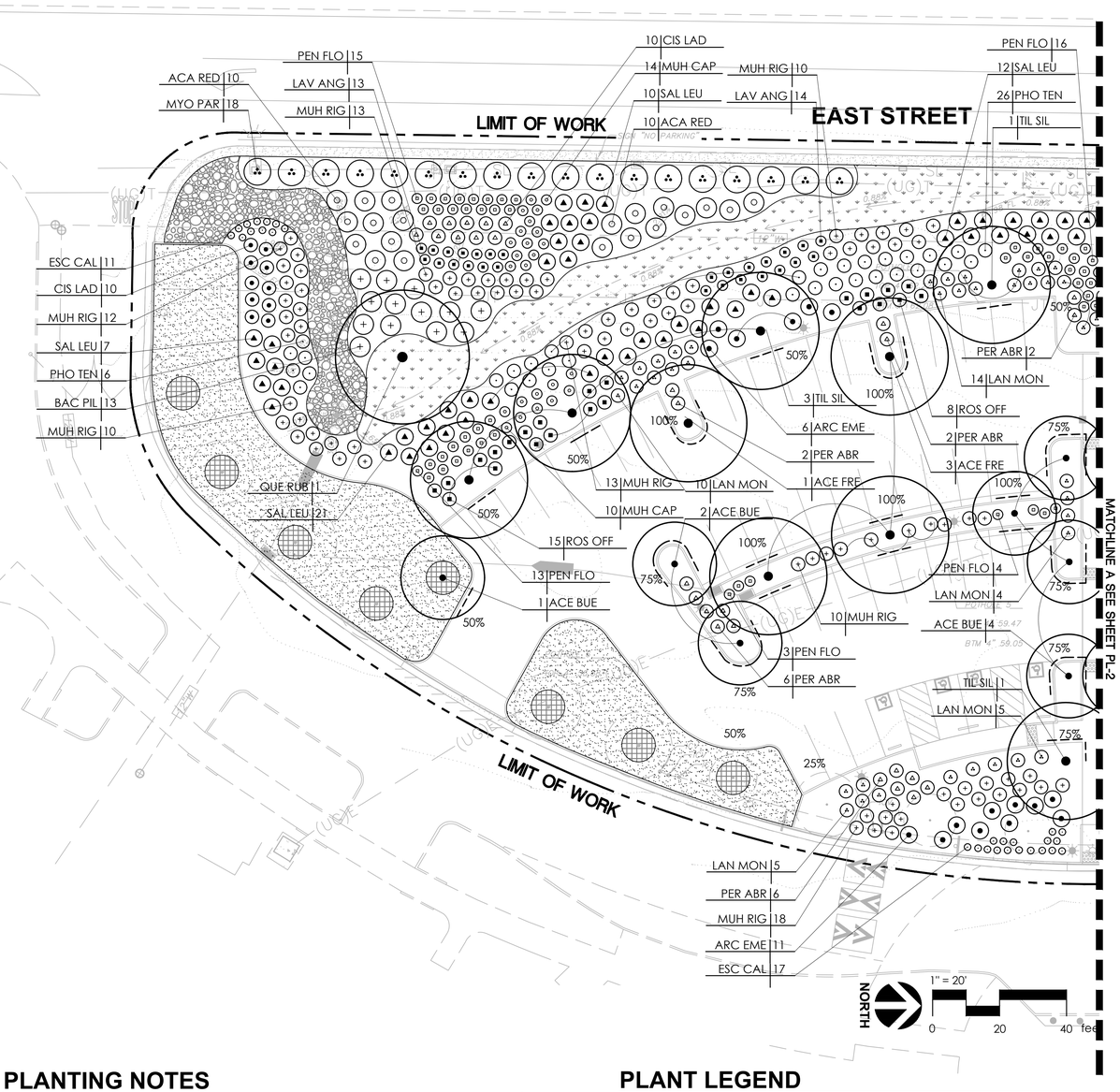
C. 1.8% MAXIMUM SLOPE AT ADA PARKING STALLS AND ADA PATH OF TRAVEL. CONTRACTOR SHALL VERIFY TOP OF A.B. FOR SLOPE COMPLIANCE PRIOR TO PAVING.

D. CIVIL ENGINEER TO PROVIDE AUTOCAD DRAWING TO CONTRACTOR FOR LAYOUT OF PARKING LOT.

E. ANY LANDSCAPING REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND.

DEMOLITION NOTES

[3] PAVEMENT AND SIDEWALK REMOVAL LINE, SAWCUT (- - - -



PLANT_SCHEDULE

CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE
TREES			
ACE BUE	ACER BUERGERIANUM / TRIDENT MAPLE	15 GAL	MED
ACE FJR	ACER RUBRUM 'FRANK JR.' / REDPOINTE® MAPLE	24" BOX	MED
ACE FRE	ACER X FREEMANII / FREEMAN MAPLE	24" BOX	MED
QUE RUB	QUERCUS RUBRA / NORTHERN RED OAK	24" BOX	MED
TIL SIL	TILIA TOMENTOSA / SILVER LINDEN	24" BOX	MED

CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE	SPACING
SHRUBS				
ACA RED	ACACIA REDOLENS `LOW BOY` / LOW BOY BANK CATCLAW	1 GAL	LOW	72" o.c.
ARC EME	ARCTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA	1 GAL	LOW	60" o.c.
BAC PIL	BACCHARIS PILULARIS CONSANGUINEA / COYOTE BRUSH	5 GAL	LOW	72" o.c.
CIS LAD	CISTUS LADANIFER / CRIMSON SPOT ROCKROSE	5 GAL	LOW	48" o.c.
ESC CAL	ESCHSCHOLZIA CALIFORNICA / CALIFORNIA POPPY	1 GAL	LOW	24" o.c.
LAN CAM	LANTANA CAMARA 'RADIATION' / RADIATION LANTANA	1 GAL	LOW	48" o.c.
LAN MON	LANTANA MONTEVIDENSIS 'SPREADING WHITE' / WHITE TRAILING LANTANA	1 GAL	LOW	48" o.c.
LAV ANG	LAVANDULA ANGUSTIFOLIA / ENGLISH LAVENDER	1 GAL	LOW	36" o.c.
MUH CAP	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	1 GAL	LOW	36" o.c.
MUH RIG	MUHLENBERGIA RIGENS / DEER GRASS	5 GAL	LOW	48" o.c.
MYO PAR	MYOPORUM PARVIFOLIUM / TRAILING MYOPORUM	1 GAL	LOW	96" o.c.
PEN FLO	PENSTEMON FLORIDUS / PANAMINT PENSTEMON	1 GAL	LOW	36" o.c.
PER ABR	PEROVSKIA ABROTANOIDES / RUSSIAN SAGE	1 GAL	LOW	48" o.c.
PHO TEN	PHORMIUM TENAX 'RUBRUM' / NEW ZEALAND FLAX	5 GAL	LOW	48" o.c.
ROS OFF	ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET' / HUNTINGTON CARPET ROSEMARY	5 GAL	LOW	48" o.c.
SAL LEU	SALVIA LEUCANTHA `MIDNIGHT` / MIDNIGHT MEXICAN BUSH SAGE	5 GAL	LOW	60" o.c.

GROUND COVERS

	TURF SOD / 90% TALL FESCUE 10% BLUE GRASS	SOD	HIGH
	NATIVE MOW FREE SOD AVAILABLE AT DELTA BLUE GRASS CO. WESTERN MOKELUME FESCUE - FESTUCA OCCIDENTALIS IDAHO FESCUE - FESTUCA IDAHONESIS MOLATE BLUE FESCUE - FESTUCA RUBRA	SOD	LOW
	BARK MULCH ONLY, PER SPECS		
	COBBLE MULCH, PER SPECS		

PLANTING NOTES

1. MULCH: INSTALL A UNIFORM THREE INCH COVERING OF MULCH IN ALL PLANTING AREAS, PER SPECIFICATIONS.
2. EXISTING PLANT MATERIAL: PROTECT ALL EXISTING PLANT MATERIAL TO REMAIN. REPAIR ANY DAMAGES INCURRED AS A DIRECT RESULT OF THIS CONTRACT TO THE OWNER'S SATISFACTION AT NO ADDITIONAL COST.
3. GROUNDCOVER: PROVIDE GROUNDCOVER AT INDICATED ON-CENTER SPACING THROUGHOUT ALL AREAS TO BE PLANTED. GROUNDCOVER SHALL BE PROVIDED UP TO THE WATERING BASIN OF ALL TREES AND SHRUBS.
4. QUANTITIES: THE QUANTITIES SHOWN ON THE LABELS ARE NOT TO BE CONSTRUED AS THE COMPLETE AND ACCURATE LIMITS OF THE CONTRACT. FURNISH AND INSTALL ALL PLANTS SHOWN SCHEMATICALLY ON THE DRAWINGS.
5. SOILS TESTING: SEE SPECIFICATIONS FOR TESTING OF TOPSOIL AND AMENDMENTS. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR TESTING PRIOR TO CONSTRUCTION.

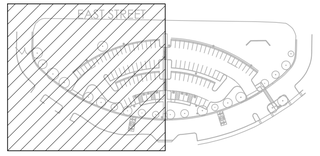
PLANT LEGEND

ROOT BARRIER: DEEP ROOT CORP. #UB18. INSTALL FLUSH WITH INSIDE FACE OF CURB OR PAVING IN LOCATIONS INDICATED. SHOWN ON OUTSIDE OF CURB FOR GRAPHIC PURPOSES ONLY.

FOR PLANT SCHEDULE CONTINUED AND PARKING LOT SHADE CALCULATIONS SEE SHEET PL-2

Know what's below. Call before you dig.

KEY MAP



CALA
12150 Tributary Point Drive,
Suite 140
Gold River, CA 95670
T 916.985.4366
www.callanderassociates.com

LICENSED LANDSCAPE ARCHITECT MELISSA RUTH RUTH 5425 Signature May 31, 2025 Renewal Date Date STATE OF CALIFORNIA

LANDSCAPE ARCHITECT'S SIGNATURE

BY: MELISSA RUTH

DATE: 06-12-2024 LA NO. 5425

REGISTRATION EXP.: May 31, 2025

JOB# 24011

IMPROVEMENT PLANS FOR

COMMUNITY CENTER PARKING LOT EXPANSION

BENCH MARK:
ELEVATION: 69.205 DATUM: NAVD88
DESCRIPTION: L-24
3 1/2" USC&GS BRASS DISK STAMPED "A1046 1959" IN CONCRETE HEADWALL CENTER LINE OF EAST-WEST CANAL 30'± NORTH OF ROAD 24A AND 30'± WEST OF CENTER LINE OF EAST STREET IN WOODLAND CA.

CITY OF WOODLAND
APPROVED BY:

BRENT MEYER – CITY ENGINEER
RCE# 52587
DATE:

SCALE:
HORIZ. PER PLANS VERT. PER PLANS

DATE: 11-19-2024

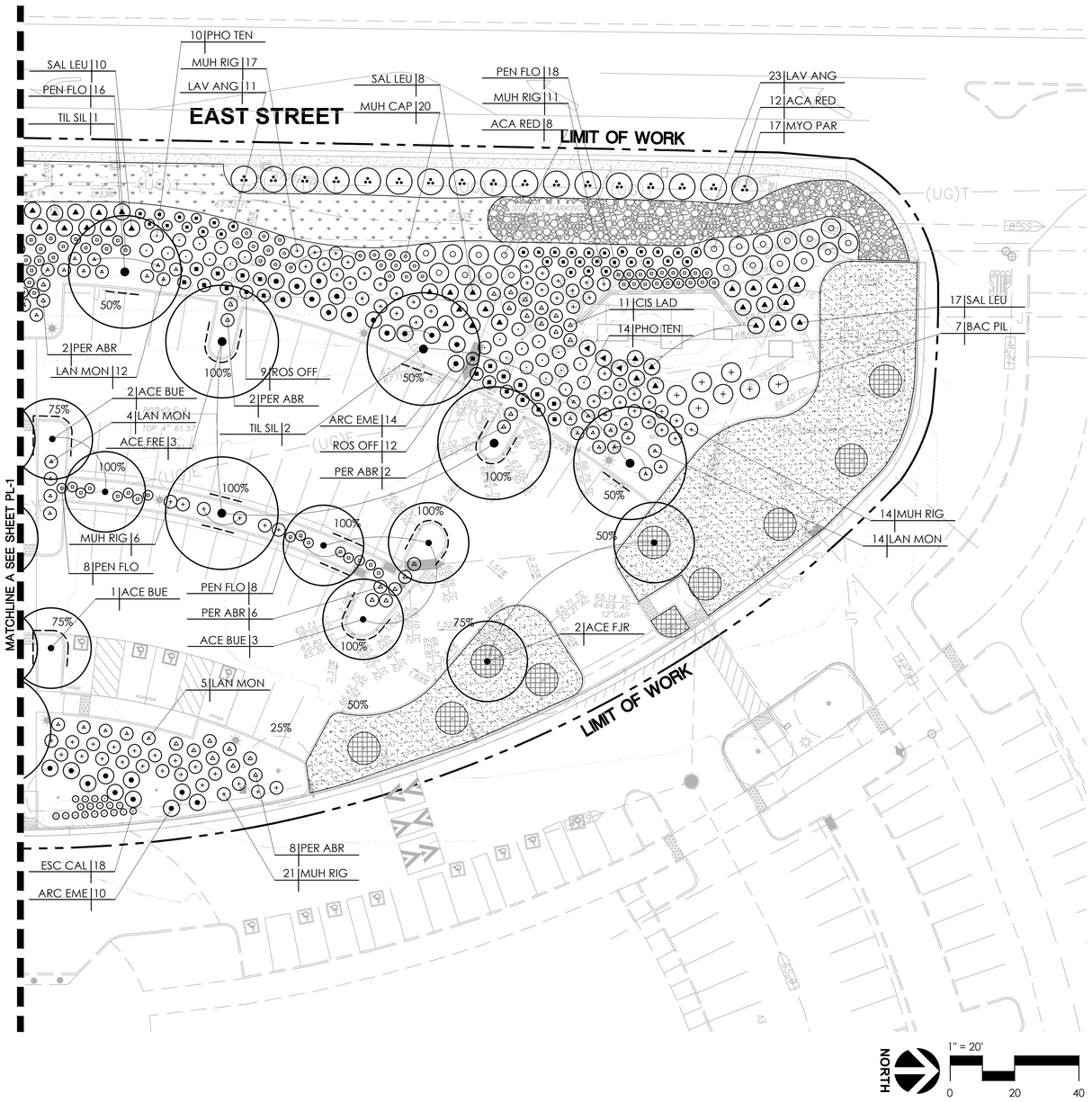
DESIGNED BY AM
DRAWN BY OP
REVIEWED BY MR
FILE: 24011_PL.dwg

REVISIONS

NO.	DESCRIPTION	BY APPR.	DATE

PL-1
PLANTING PLAN

SHEET 18 **OF** 31



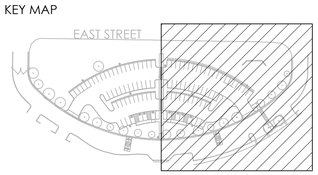
PARKING LOT SHADE CALCULATIONS

Tree	100%	75%	50%	25%
35'-0" Diameter	7(962 SF) = 6,734 SF	0(722 SF) = 0 SF	7(481 SF)= 3,367 SF	1(240) SF = 240 SF
30-0" Diameter	0(706 SF) = 0 SF	0(530 SF) = 0 SF	2(353 SF)= 706 SF	1(176) SF = 176 SF
25'-0" Diameter	5(491 SF) = 2,455 SF	8(368 SF) = 2,944 SF	2(246 SF)= 492 SF	0(123) SF = 0 SF
Total Proposed Canopy Cover (A)				16,478 SF
Total Existing Canopy Cover (B)				1,944 SF
Total Overall Canopy Cover (A+B)				**18,422 SF**
Total Paved Area (Parking Lots): 34,793 SF				
Paved Area Required to be Shaded: 34793 SF X 50% = 17,397 SF Percentage of Shade Provided: 18422 SF / 34,793 SF = 53%				

FOR PLANTING LEGEND, PLANTING NOTES AND PLANT SCHEDULE, SEE SHEET PL-1

Know what's below. Call before you dig.

KEY MAP



CALA
12150 Tributary Point Drive,
Suite 140
Gold River, CA 95670
T 916.985.4366
www.callanderassociates.com

LICENSED LANDSCAPE ARCHITECT MELISSA RUTH RO 5425 Signature May 31, 2025 Renewal Date Date STATE OF CALIFORNIA

LANDSCAPE ARCHITECT'S SIGNATURE

BY: _____

MELISSA RUTH

DATE: 06-12-2024 LA NO. 5425

REGISTRATION EXP.: May 31, 2025

JOB# 24011

IMPROVEMENT PLANS FOR

COMMUNITY CENTER PARKING LOT EXPANSION

BENCH MARK:
ELEVATION: 69.205 DATUM: NAVD88
DESCRIPTION: L-24
3 1/2" USC&GS BRASS DISK STAMPED "A1046 1959" IN CONCRETE HEADWALL CENTER LINE OF EAST-WEST CANAL 30'± NORTH OF ROAD 24A AND 30'± WEST OF CENTER LINE OF EAST STREET IN WOODLAND CA.

CITY OF WOODLAND
APPROVED BY:

_____
BRENT MEYER – CITY ENGINEER
RCE# 52587
DATE:

SCALE:
HORIZ. PER PLANS VERT. PER PLANS

DATE: 11-19-2024

DESIGNED BY AM
DRAWN BY OP
REVIEWED BY MR
FILE: 24011_PL.dwg

REVISIONS

NO.	DESCRIPTION	BY APPR.	DATE DATE

PL-2
PLANTING PLAN

SHEET 19 **OF** 31

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.11
SUBJECT:	Approve the Plans, Specifications and Bid Authorization for 2025 Road Maintenance Project, CIP 25-02

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2025 Road Maintenance Project, CIP 25-02 and authorizing the bid advertisement.

Staff Contact:
Diana Ayón, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@cityofwoodland.gov

Fiscal Impact:
The project is identified in the current Capital Budget as CIP 25-02 with a total budget of $3,185,000. The project funding is comprised of $3,135,000 in Measure F funding, and $50,000 in Water Enterprise Funds to fund improvements associated with water utility conflicts. This project funding is consistent with the current approved Capital Budget and the Measure F Spending Plan.

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

There is no impact to the General Fund.

Background:
In November 2016, Woodland voters approved Measure F, which extended the ½ cent supplemental sales tax. The 12-year approval of Measure F, a General Tax, includes funding for general city services including pavement maintenance.

Staff maintains a pavement management program that tracks pavement conditions and aims to address pavement maintenance on local streets with the Measure F funds.

Pavement maintenance is significantly different than pavement rehabilitation or reconstruction which repairs failed roadways. The goal of pavement maintenance is to prevent reactive road repair by proactively preserving and maintaining pavements in fair condition which have not yet deteriorated to the point of needing rehabilitation.

To increase cost efficiency and minimize public inconvenience, pavement maintenance for local/residential streets has historically been completed in discrete ‘zones’ of the city. Geographically bounding projects reduces the cost for construction and traffic control; it also increases the effectiveness of management and inspection. Over 14 years, the city completed pavement maintenance projects in all of the 14 designated zones. With road maintenance having been completed on local roads in all 14 designated zones, staff shifted its focus over the last few years to collector streets in need of preventative maintenance services, including the 2024 Road Maintenance Project.

Discussion:
The current project scope is to provide pavement maintenance on the following corridors:

- Third St (Main St to Gibson Road) – 2” Grind & Overlay
- Third St (Main St to Gibson Road) – ADA Improvements
- Granada Drive (Viento Lane to Second St) – ADA Improvements
- Hays and Second St Intersection – ADA Improvements

The streets identified for treatment above were chosen because they are at an age and condition which is prime for pavement surface work to preserve their condition and extend their useful life.

Upon Council authorization, project bids will be solicited and staff anticipates returning to Council for contract award in February 2025 for construction to start this summer.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2025 Road Maintenance Project, CIP 25-02 and authorizing the bid advertisement.

Prepared by: Diana Ayón, Senior Associate Civil Engineer

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

Ken Hiatt
City Manager

Attachments:
1. Proposed Resolution - Plans, Specs, Bid Authorization CIP 25-02
2. Project Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2025 ROAD MAINTENANCE PROJECT, CIP 25-02; AND AUTHORIZING BID ADVERTISEMENT

WHEREAS, the City of Woodland has $3,185,000 of Measure F and Water Enterprise funds identified in the Capital Budget to maintain and extend the life of Woodland's street network, referred to as the 2025 Road Maintenance Project, CIP 25-02 (the "Project"); and

WHEREAS, the funding is consistent with the Capital Budget and the Measure F Spending Plan; and

WHEREAS, the City Council desires to expend the funds and to construct the Project improvements; and

WHEREAS, the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is considered exempt under the Existing Facilities exemption, CEQA Guideline 15301(c).

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

SECTION 1. The City Council hereby approves the plans and specifications for the 2025 Road Maintenance Project, CIP 25-02, which are available on file with the City Clerk.

SECTION 2. The City Council authorizes City staff to advertise the 2025 Road Maintenance Project, CIP 25-02 for bids, with construction anticipated to begin this summer.

SECTION 3. The City Council finds that the Project is exempt from CEQA pursuant to CEQA Guideline 15301(c).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

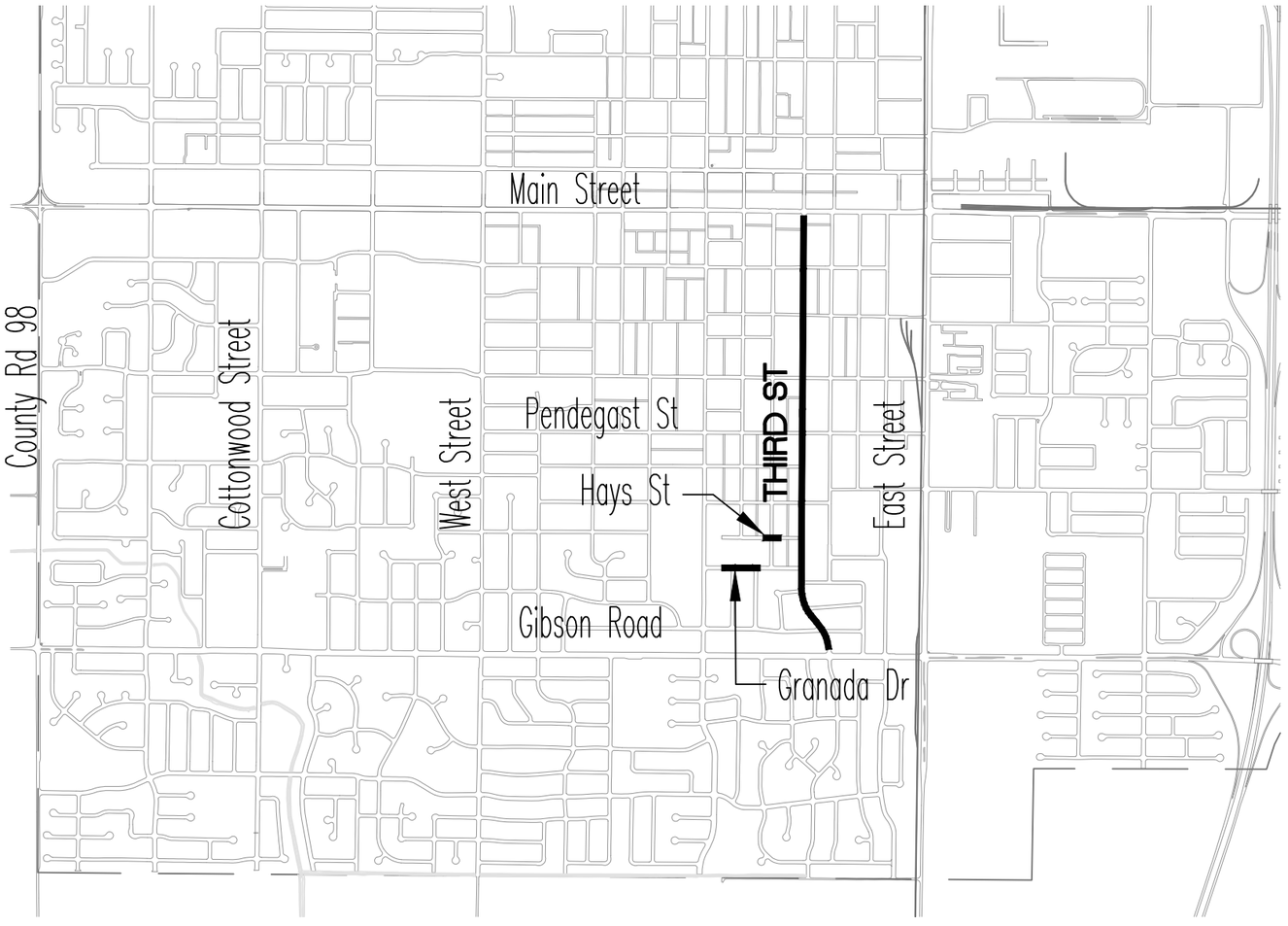
_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

CITY OF WOODLAND

2025 ROAD MAINTENANCE PROJECT CIP#25-02



PROJECT MAP

PROJECT LOCATION

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.12
SUBJECT:	Approve a Construction Contract for the Gibson Road at SR-113 Interchange Modification Project, CIP 19-13

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ to 1) Appropriate $400,000 in SLIF Roads Funds (Fund 682) to the Gibson Road at SR-113 Interchange Modification Project (CIP 19-13) to cover all project costs; 2) Approve a construction contract for the Gibson Road at SR-113 Interchange Modification Project (CIP 19-13) and award the construction contract in the amount of $1,671,099 to Carone & Company; authorize a contract contingency up to 15% ($250,665); and authorize the City Manager to execute the construction contract and change orders; 3) Approve a professional services agreement for inspection services with UNICO Engineering in the amount of $224,146.79, authorize a contract contingency up to 15% ($33,622), and authorize the City Manager to execute the agreement and amendments; and 4) Approve an engineering design consultant services contract amendment with Mark Thomas in the amount of $12,800 for a total agreement amount of $404,957.29 and authorize the City Manager to execute the amendment.

Staff Contact:
Ed Wisniewski, Principal Civil Engineer, (530) 661-5975, ed.wisniewski@cityofwoodland.gov

Fiscal Impact:
The project is currently funded in the Capital Budget at $2.4 million, consisting of $2,365,000 in Spring Lake Infrastructure – Roads funding (Fund 682) and $35,000 in road development funding (Fund 582). The current action includes the appropriation of $400,000 in additional SLIF funding to cover the total project costs including design, construction, contingency, construction management, inspection, and project management. The total project cost is estimated at $2,800,000.

There is no impact to the General Fund.

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

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

Discussion:
On November 5, 2024, the City Council approved the project plans and specifications and authorized bid advertisement. The project was advertised for bids on November 8, 2024. On December 5, 2024, the City received 8 bids for the Project in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	Carone & Company	$1,671,099.00
2	Argonaut Constructors	$1,798,179.20
3	Lund Construction	$2,074,573.80
4	R&R Pacific Construction	$2,194,194.00
5	Lister Construction	$2,277,390.50
6	Mountain Cascade	$2,304,118.75
7	JPB Designs	$2,417,185.00*
8	Western Engineering Contractors	$2,454,508.00

*Bids adjusted due to minor tabulation errors

All bids came in under the engineer's estimate of $2.54 million. Staff has performed due diligence in reviewing the bids. Carone & Company, Inc. has been determined to be the lowest responsible bidder providing a responsive bid and has complied with all technical submittal requirements. Staff requests that Council award the construction contract for the base bid amount of $1,671,099 and authorize a 15% contingency ($250,566) should any unforeseen conditions arise.

To provide adequate inspection and materials testing in compliance with Caltrans mandated quality assurance requirements for the project, staff is requesting that Council approve a consultant services agreement with Unico Engineering, Inc. in the amount of $224,146.79. Staff requests that Council approve a 15% contingency for the consultant contract to account for any unforeseen services that may be required to meet the requirements of the Caltrans encroachment permit. City staff will provide construction management for the project.

Staff also requests that Council approve an amendment to the consultant service agreement with Mark Thomas in the amount of $12,800, for a total contract of $404,957.29. The amendment will cover continued engineering design support services during construction to address any conflicts discovered during construction and to expedite project completion. Construction support tasks also include responding to contractor's questions and providing clarifications during construction. Budget for these tasks was previously reallocated within the contract to cover additional requirements in the Caltrans approval process, and needs to be added back in.

Once the contract documents are fully executed and the contractor provides the necessary bonds and proof of insurance, staff will engage with the contractor to initiate procurement of long lead time equipment on the critical path schedule for the project. Once the traffic signal equipment is ordered, there will likely be a period of inactivity until the equipment arrives in the summer of 2025. However, staff still anticipate that all improvements can be completed by fall of 2025.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____ to 1) Appropriate $400,000 in SLIF Roads Funds (Fund 682) to the Gibson Road at SR-113 Interchange Modification Project (CIP 19-13) to cover all project costs; 2) Approve a construction contract for the Gibson Road at SR-113

Interchange Modification Project (CIP 19-13) and award the construction contract in the amount of $1,671,099 to Carone & Company; authorize a contract contingency up to 15% ($250,665); and authorize the City Manager to execute the construction contract and change orders; 3) Approve a professional services agreement for inspection services with UNICO Engineering in the amount of $224,146.79, authorize a contract contingency up to 15% ($33,622), and authorize the City Manager to execute the agreement and amendments; and 4) Approve an engineering design consultant services contract amendment with Mark Thomas in the amount of $12,800 for a total agreement amount of $404,957.29 and authorize the City Manager to execute the amendment.

Prepared by: Ed Wisniewski, Principal Civil Engineer

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

Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Award Construction Contract_Carone & Co, CIP 19-13
2. UNICO Proposal (Inspection)
3. Mark Thomas Contract Amendment
4. Project Layout
5. Conceptual Landscape Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT, APPROPRIATION OF FUNDS, CONSULTANT AGREEMENT FOR INSPECTION, AND DESIGN CONTRACT AMENDMENT FOR THE GIBSON ROAD AT SR-113 INTERCHANGE MODIFICATION PROJECT, CIP 19-13

WHEREAS, the Gibson Road at SR-113 Interchange Modification Project (CIP #19-13) ("Project") is identified in the current capital budget; and

WHEREAS, the Project will reconfigure the northbound SR-113 off-ramp at East Gibson Road by removing the free right turn ramp and realigning the off-ramp movement to utilize the traffic signal; and

WHEREAS, the Project was determined to be exempt from detailed CEQA review pursuant to Section 15310(c) of the CEQA Guidelines (Existing Facilities – Highways & Streets) and a Notice of Exemption was certified in December 2022; and

WHERAS, on July 7, 2024 Caltrans issued an encroachment permit for the City to execute the work identified in the Caltrans-approved project documents; and

WHEREAS, the Project is currently funded with $2,365,000 Spring Lake Infrastructure – Roads (Fund 682) funding and $35,000 of Road Development (Fund 582) funding, for a total Project budget of $2,400,000; and

WHEREAS, the total project cost, including design, construction, contingency, construction management, inspection, and project management, is currently estimated at $2,800,000; and

WHEREAS, to make up the current funding shortfall, staff is requesting that $400,000 of additional SLIF Roads Funds (Fund 682) be appropriated to the Project; and

WHEREAS, the City Council approved the Project plans and specifications and authorized bid advertisement on November 5, 2024, and the Project was advertised for bids on November 8, 2024; and

WHEREAS, the City opened bids on December 5, 2024, and of the 8 received bids, the lowest responsible bidder submitting a responsive bid was Carone & Company, Inc. ("Carone & Company") as determined by their base bid in the amount of $1,671,099; and

WHEREAS, the City wishes to award the construction contract to Carone & Company in the amount of $1,671,099 and authorize a contingency up to 15%; and

WHEREAS, the City desires to have the inspection and materials 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 inspection and materials testing services with UNICO Engineering in the amount of $224,146.79 and authorize contingency up to 15%; and

WHEREAS, the City wishes to approve a professional services contract amendment with Mark Thomas for $12,800.00 for a total contract amount of $404,957.29, and authorize its execution through the adoption of this Resolution.; and

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

SECTION 1. The City Council hereby authorizes the appropriation of $400,000 in SLIF Roads Funds (Fund 682) to the Gibson Road at SR-113 Interchange Modification Project, CIP 19-13.

SECTION 2. The City wishes to award the construction contract in the amount of $1,671,099 to the lowest responsive, responsible bidder, Carone & Company, Inc., and authorize a contract contingency up to 15% ($250,665); 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 the professional services agreement for inspection with UNICO Engineering in the amount of $244,146.79. The City Manager is hereby authorized and directed to execute the agreement and amendments up to 15% of the original contract amount ($33,622), 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 4. The City Council hereby approves a Contract Amendment with Mark Thomas in the amount of $12,800. 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 5. Copies of the Construction Contract, the Professional Services Agreement for Inspection Services, and the 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 held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

80 Blue Ravine Road, Suite 250
Folsom, CA 95630
www.unicoengineering.com • 916.900.6623

12/11/24

Ed Wisniewski
Principal Civil Engineer
City of Woodland
300 First Street
Woodland, CA 95695

Subject: **Gibson Road at SR-113 Interchange Modification Project – CIP #19-13**

Dear Mr. Wisniewski,

Thank you for the opportunity to provide a proposal for the above referenced project. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

As the President of UNICO, I am the individual authorized to bind the company into a contract with the City of Woodland and can be at 530.903.9023 or via email at cesar@unicoengineering.com with any questions. For questions or clarifications regarding the contents of this proposal, please contact Resident Engineer, Justyn Webster at 916.850.9437 or via email at jwebster@unicoengineering.com. UNICO looks forward to delivering another key project for the City

Sincerely,
UNICO Engineering, Inc.

Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for office engineering and inspection services for the Gibson Road at SR-113 Interchange Modification Project. UNICO understands that the project will eliminate the free right turn at the Northbound 113 off-ramp at Gibson Road and install a signalized intersection to turn right. It will also enhance bicycle and pedestrian mobility by providing a controlled north/south crosswalk at the intersection.

The project consists of a new signalized intersection, staged construction, extensive Caltrans coordination, irrigation and planting, sidewalk improvements, drainage improvements, HMA, and signing and striping.

It is UNICO's understanding that the City will be performing the role of Resident Engineer for this project.

The following proposal outlines the work effort required to complete this project.

A. OFFICE ENGINEER $19,246.15

UNICO will provide part-time Office Engineer (OE) services for 100 working days as well as project start up and close out tasks. The OE will help manage and maintain project files in accordance with Caltrans LAPM standards. This includes coordination with the City, Caltrans, 3rd party utilities, the Contractor, and other stakeholders as needed.

Deliverables: Support Maintaining the Project Files

B. CIVIL INSPECTION $180,501.39

UNICO will provide full time Civil Inspection services for 100 working days as well as project start up and close out tasks. This includes all coordination with City of Woodland Staff and with the Contractor.

Deliverables: ***Daily Inspection Reports***
Review of Materials Delivered Prior to Installation for Compliance with Contract Documents
Pre, During, and Post Photo and Video Documentation
Monthly Quantity Inspection and Measurement for Progress Payments
Generate Punchlist

C. MATERIALS TESTING $24,399.25

UNICO's teaming partner, Geocon, will provide materials testing services as needed for the project.

Deliverables: Daily Field Reports
Testing Results
Testing Logs

LUMP SUM NOT TO EXCEED FOR PROFESSIONAL SERVICES

A. OFFICE ENGINEER..... $19,246.15
B. CIVIL INSPECTION..... $180,501.39
C. MATERIALS TESTING $24,399.25

TOTAL..... $224,146.79

A cost breakdown of is attached.

ASSUMPTIONS AND CLARIFICATION

1. Site will be accessible by vehicle
2. Proposal is based on 100 working days. Working days are defined as non-weekend and non-holiday days
3. Proposal is based upon 8-hour workdays and 40-hour work week. 100 hours of inspection overtime is included in this proposal.

80 Blue Ravine Road, Suite 250
Folsom, CA 95630
916-900-6623

City of Woodland

Gibson Road at SR-113 Interchange Modification Project - CIP #19-13

Cost Proposal

		UNICO Engineering				Geocon								
		Staff Resident Engineer	Staff Assistant Resident Engineer/ Office Engineer	Staff Construction Inspector	Staff Construction Inspector (OT)	Jeremy Zorne - Principle Engineer	Staff Senior Engineer	Staff Project Engineer / Geologist	Senioe Staff Engineer / Geologist	Field Technician (PW Group 4)	Field Technician (PW Group 3)	Field Technician (PW Group 3 OT)	Engineering Assistant	
	Direct Labor Rate	$100.00	$70.00	$65.00	$97.50	$75.00	$65.00	$50.00	$45.00	$45.59	$51.56	$77.34	$35.00	
	Overhead Rate	149.95%				175.07%								
	Fee	10%				10%								
	Bill Rate	$274.95	$192.46	$178.71	$268.07	$226.93	$196.68	$151.29	$136.16	$137.94	$156.01	$234.01	$105.90	
Task #	***Task Description***	***Hours***												***Total***
1	Pre-Construction			40										$ 7,148.57
2	Construction Management and Inspection		100	800	100									$ 189,024.69
3	Post-Construction			20										$ 3,574.29
5	Materials Testing					2	2	4	8	12	72	10	5	$ 18,299.25
6	Public Outreach (Optional)													$ -
7	Environmental Oversight Services (Optional)													$ -
														$ 218,046.79
		0	**100**	**860**	**100**	**2**	**2**	**4**	**8**	**12**	**72**	**10**	**5**	

Other Direct Costs	**$ 6,100.00**
Geocon - Lab Testing	$ 6,100.00

Total	**$ 224,146.79**

GEOCON

GEOCON COST PROPOSAL

Gibson Road at SR-113 Interchange Modification Project
Woodland, CA

Proposal	**Gibson Road at SR-113 Interchange Modification Project**		
CONSULTANT:	**Geocon Consultants, Inc.**	**Date:**	**12/6/2024**
Task:	**Materials Testing Services**		

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal Engineer	Zorne	$60 - $80	2	$ 75.00	$ 150.00
Senior Engineer	Staff	$40 - $70	2	$ 65.00	$ 130.00
Sr. Project Engineer/Geologist	Staff	$35 - $45	0	$ 55.00	$ -
Project Engineer/Geologist	Staff	$35 - $45	4	$ 50.00	$ 200.00
Sr. Staff Engineer/Geologist	Staff	$25 - $35	8	$ 45.00	$ 360.00
Field Technician (PW Group 4)	Staff	Published PW*	12	$ 45.59	$ 547.08
Field Technician (PW Group 3)	Staff	Published PW*	72	$ 51.56	$ 3,712.32
Field Technician (PW Group 3) OT	Staff	Published PW*	10	$ 77.34	$ 773.40
Engineering Assistant	Staff	$25 - $45	5	$ 35.00	$ 175.00
			115		

*Prevailing Wage Determination: NC-63-3-9-2024-1; issue date: 8/22/2024

Subtotal Direct Labor Costs	$	6,047.80
Anticipated Salary Increases	$	-

TOTAL - Direct Labor		**$ 6,047.80**

	Rate		
Fringe Benefit	51.79%	$	3,132.16

TOTAL - Fringe Benefits		**$ 3,132.16**

Indirect Costs	Rate	Total
Overhead Rate (General and Administrative)	123.28%	$ 7,455.73

TOTAL - Indirect Costs		**$ 7,455.73**
FEE (10.00%)	**TOTAL - Fee**	**$ 1,663.57**

OTHER COSTS (ACTUAL COSTS)	Quantity	Unit	Rate	Total
• Laboratory Tests - Soil, AB	1	est	$2,710	$ 2,710.00
• Laboratory Tests - HMA / RHMA	1	est	$2,380	$ 2,380.00
• Laboratory Tests - Concrete	1	est	$1,010	$ 1,010.00

TOTAL - Other Costs		**$ 6,100.00**
Total - Geocon Consultants, Inc.		**$ 24,399.25**

SUBCONSULTANT COSTS

• n/a	$	-
TOTAL - Subconsultants		**$ -**
TOTAL COST - NOT TO EXCEED		**$ 24,399.25**

GEOCON CONSULTANTS, INC.

FEE ESTIMATE WORKSHEET

Project Name	**Gibson Road at SR-113 Interchange Modification Project**
Geocon Proposal No.	SA-24-2322-P-MT
Federal Aid Project No.	n/a
Project Scope	QA Materials Testing Services during Construction
City Project No.	CIP# 19-13
Engineer's Estimate:	$2,900,000
Schedule:	100 Working Days
Assumptions:	Normal working hours Monday through Friday, prevailing wage
	Caltrans Test Methods for Earthwork, Subgrade, AB, Concrete
Geocon Fee Schedule	**Geocon FY 2023 Indirect Cost Rates**

Labor/Service	Activity	No. of Visits	Units per Visit	UNITS	QTY	RATE	AMOUNT
Storm Drain, Subgrade, AB, HMA, RHMA							
Field Technician (PW - Group 3)	Storm Drain (20 LF)	2	8	hrs	16	$ 156.01	$ 2,496.14
Field Technician (PW - Group 3)	Subgrade/AB	5	8	hrs	40	$ 156.01	$ 6,240.35
Field Technician (PW - Group 3)	HMA Paving	2	8	hrs	16	$ 156.01	$ 2,496.14
Field Technician (PW - Group 3)	OT Allowance			hrs	10	$ 234.01	$ 2,340.13
Laboratory	Soil/AB Lab Testing (see attached detail)			Est	1	$ 2,710.00	$ 2,710.00
Laboratory	Hot Mix Asphalt Lab Testing (see attached detail)			Est	1	$ 2,380.00	$ 2,380.00
						Subtotal:	**$ 18,662.76**
Concrete (Light Pole Fdn, minor concrete)							
Field Technician (PW - Group 4)	Concrete Sampling	2	6	hrs	12	$ 137.94	$ 1,655.34
Laboratory	Structural Concrete Lab Testing			est	1	$ 1,010.00	$ 1,010.00
						Subtotal:	**$ 2,665.34**
Proj. Mgmt. / Coordination / Admin / Meetings / Reporting							
Engineering Assistant	Dispatch, Coordination			hrs	4	$ 105.90	$ 423.61
Sr. Staff Engineer	DFR Review, Submittals			hrs	8	$ 136.16	$ 1,089.28
Project Engineer	Field Report Review, Consultation			hrs	4	$ 151.29	$ 605.15
Senior Engineer	Geotechnical Consultation			hrs	2	$ 196.68	$ 393.35
Principal Engineer	QA Review/Consultation/Contract Management			hrs	2	$ 226.93	$ 453.87
Engineering Assistant	Admin/WP			hrs	1	$ 105.90	$ 105.90
						Subtotal:	**$ 3,071.16**

ESTIMATED TOTAL: $ 24,399.25

Approx. Percentage of Construction Cost: *0.8%*

GEOCON

LABORATORY TESTING PROGRAM DETAIL

Project Name **Gibson Road at SR-113 Interchange Modification Project**
Scope: QA Materials Testing Services during Construction

Geocon Proposal No. SA-24-2322-P-MT
Fed Aid Proj. No. n/a

Soil, AB Testing

Test	Material Tested	Test Name	Test Frequency	Number of Tests	Unit Cost	Total
CAL 216	Subgrade Soil	Cal Impact Curve	As needed, per Test Procedure	6	$250	$1,500
CAL 216	3/4" Class 2 AB	Cal Impact Curve	As needed, per Test Procedure	2	$250	$500
CAL 202	3/4" Class 2 AB	Gradation	1 each 2,000 CY	1	$125	$125
CAL 301	3/4" Class 2 AB	R-Value	1 each 2,000 CY	1	$320	$320
CAL 217	3/4" Class 2 AB	Sand Equivalent	1 each 2,000 CY	1	$100	$100
CAL 229	3/4" Class 2 AB	Durability Index	1 each 2,000 CY	1	$165	$165
					Subtotal	**$2,710**

Concrete

Test	Material Tested	Test Name	Test Frequency	Number of Tests	Unit Cost	Total
CAL 217	Concrete Aggregate	Sand Equivalent	Per QAP	1	$100	$100
CAL 202	Concrete Aggregate	Gradation	Per QAP	1	$125	$125
CAL 216	Concrete Aggregate	Cleanness Value	Per QAP	1	$265	$265
CAL 202	Concrete Aggregate	LA Abrasion	Per QAP	1	$260	$260
CAL 213	Concrete Aggregate	Organic Impurities	Per QAP	1	$100	$100
CAL 521	Concrete Cylinders	Compressive Strength	1 set of 5 cyl per 150 CY	5	$32	$160
					Subtotal	**$1,010**

Hot Mix Asphalt (HMA) - 410 Tons, RHMA - 65 Tons

Test	Material Tested	Test Name	Test Frequency	Number of Tests	Unit Cost	Total
CT 202	HMA (Field Sample)	Extraction/Gradation	1 each 1,000 tons	2	$220	$440
CT 382	Aggregate + Oil	Ignition Oven Calibration	1 per Mix or Project	2	$400	$800
CT 382	HMA (Field Sample)	Oil Content	1 each 1,000 tons	2	$140	$280
T324	HMA (Field Sample)	Hamburg Wheel Track	1 per Mix or Project	0	$1,000	$0
T269	HMA (Field Sample)	Air Voids	1 per Mix or Project	0	$525	$0
T283	HMA (Field Sample)	Tensile Strength Ratio / Moist. Su	1 per Mix or Project	0	$1,000	$0
CT 309	HMA (Field Sample)	Theo. Max. Density (Rice)	1 each day HMA paving	2	$180	$360
CT 202	HMA Aggregate	Gradation (Combined)	1 set of 4 per Mix or Project	0	$125	$0
CT 211	HMA Aggregate	Los Angeles Rattler (100, 500 rev	1 per Mix or Project	0	$260	$0
CT 205	HMA Aggregate	% Crushed Particles (Coarse)	1 per Mix or Project	0	$190	$0
CT 205	HMA Aggregate	% Crushed Particles (Fine)	1 per Mix or Project	0	$190	$0
CT 234	HMA Aggregate	Fine Aggregate Angularity	1 per Mix or Project	0	$220	$0
CT 235	HMA Aggregate	Flat/Elongated Particles	1 per Mix or Project	0	$230	$0
CT 217	HMA Aggregate	Sand Equivalent	1 per 1000 tons	0	$100	$0
LP-2	HMA (Field Sample)	VMA - Calculation	1 per Project	0	$95	$0
LP-3	HMA (Field Sample)	VFA - Calculation	1 per Project	0	$95	$0
Misc	HMA (Field Sample)	Misc Tests (as needed)	As needed	1	$500	$500
					Subtotal	**$2,380**

MARK THOMAS

December 11, 2024 File No: SA-20136

Community Development
City of Woodland
300 First Street
Woodland, CA 95695
Attn: Ed Wisniewski

RE: Gibson Road and SR 113 Interchange Modification [CIP #19-13] – Amendment for Construction Support and Record Drawings– Amendment No. 6

Dear Mr. Wisniewski,

Mark Thomas' scope of services for the Gibson Road and SR 113 Interchange Modification Project includes engineering and design services for project management, surveying and mapping, traffic analysis, environmental services, preparation of plans, specifications and estimates (PS&E), construction support, and support for obtaining a Caltrans Encroachment Permit. To date, we have completed preparation of 100% PS&E, traffic analysis, encroachment permit, geotechnical services, and environmental services for the City to clear the project under CEQA. The project was advertised, and the construction contract will be awarded by the City in December 2024.

Contract amendment (CA #5) was approved to include reallocation of the project budgets from Construction Support task to support additional efforts that were needed to finalize contract documents and obtain Caltrans approval. As a result, we have expended our budget for Construction Support task. We are requesting an amendment to our contract to restore the budget for Construction Support task.

As part of this request for Contract Amendment No. 6 (CA #6), Mark Thomas will complete the following tasks:

TASK 6 Construction Support

6.2 Construction Support

This task assumes that the City will perform the construction management in-house with qualifications that include past experience with public works projects. The construction manager will be responsible for managing the project through construction including overseeing the Contractor and day-to-day construction activities and inspection.

During the construction phase, Mark Thomas will work with the Resident Engineer (RE) that is provided by the City to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

Mark Thomas will prepare Contract Change Order (CCO) plans, respond to Request for Information (RFIs) and review shop drawings, if necessary. For this scope of work, a budget has been specified. After the budget is exhausted, the assistance will be on a time and materials basis.

This task includes all the project managements tasks, such as communication with the City and subconsultants, maintaining project files, coordination meetings, as well as monthly progress reports and invoicing.

6.3 Record Drawings

Mark Thomas will provide Record Drawings to the City after construction is complete. These drawings will be based on red-lined as-builts provided by the City Construction Manager or City Contractor.

COMPENSATION

Based on the attached Fee Proposal, the total contract budget will be increased by $12,800.00 from $392,157.29. to $404,957.29. Budgets for construction support tasks may be redistributed as needed. Invoices will be submitted monthly on a time and materials basis.

EXCLUSIONS AND CONDITIONS

Thank you again for the opportunity to work with you on this project. If you have any questions, please contact me at (916) 215-2981.

Sincerely,

MARK THOMAS

Dan Blomquist
Project Manager

Attachments

COST PROPOSAL FOR PROJECT SCOPE - Woodland: Gibson Rd/SR-113 Interchange Mod-

*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.

		Mark Thomas									
		Sr. Project Manager $330	Sr. Project Engineer $255	Design Engineer II $180	Technician $115	LAUD Project Manager $245	Landscape Designer II $155	Project Accountant $160	Sr. Project Coordinator $185	Total Hours	TOTAL COST
6.0											
6.2	Construction Support	4	8	18				4	4	38	$7,980
6.3	Record Drawings		4		18	2	8			32	$4,820
	Subtotal Phase 6	**4**	**12**	**18**	**18**	**2**	**8**	**4**	**4**	**70**	**$12,800**
TOTAL HOURS		**4**	**12**	**18**	**18**	**2**	**8**	**4**	**4**	**70**	
TOTAL COST		**$1,320**	**$3,060**	**$3,240**	**$2,070**	**$490**	**$1,240**	**$640**	**$740**		**$12,800.00**

MARK THOMAS & COMPANY, INC. RATE SCHEDULE

EXPIRES JUNE 30, 2025

Engineering	
Intern	$65 - $110
Technician	$95 - $135
Design Engineer I	$125 - $175
Design Engineer II	$140 - $220
Sr. Technician	$160 - $215
Civil Engineering Designer	$170 - $260
Project Engineer	$170 - $240
Sr. Project Engineer	$210 - $300
Sr. Technical Engineer	$220 - $245
Technical Lead	$245 - $300
Sr. Technical Lead	$285 - $355
Design Manager	$365 - $405
Engineering Manager	$365 - $405
Sr. Engineering Manager	$370 - $495
Construction Management	
Office Engineer	$170 - $270
* Asst. Resident Engineer	$240 - $270
* Inspector - CM	$195 - $275
Resident Engineer	$310 - $345
Sr. Resident Engineer	$350 - $385
Area Manager - CM	$270 - $305
Planning	
Planner I	$110 - $140
Planner II	$155 - $175
Sr. Planner	$170 - $235
Landscape Architecture/Urban Design	
Landscape Intern	$90 - $105
Landscape Designer I	$115 - $130
Landscape Designer II	$135 - $170
Landscape Architect	$160 - $195
Sr. Landscape Architect	$185 - $210
Grant Writing	
Funding Specialist	$140 - $255
Sr. Funding Specialist	$260 - $305
Funding Manager	$335 - $390

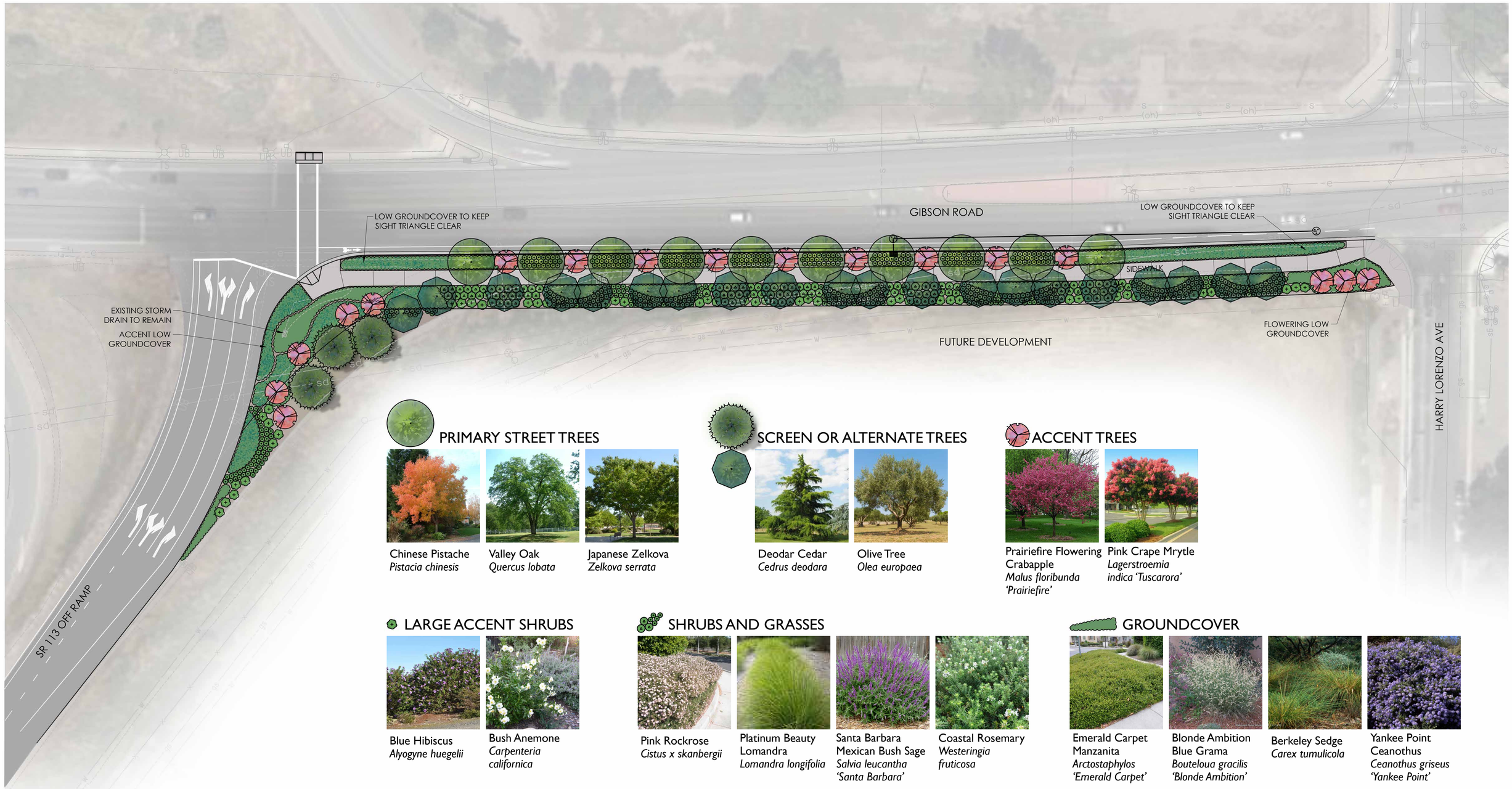
Surveying	
Survey Technician I-III	$65 - $185
Lead Survey Technician	$145 - $165
Survey Specialist I-III	$135 - $280
Asst Surveyor I-III	$140 - $200
Project Surveyor I-III	$200 - $305
* Chief of Party	$205 - $255
* Instrumentperson	$205 - $230
* Chainperson	$205 - $215
* Apprentice	$130 - $185
* 2-Person Crew	$375 - $455
* 3-Person Crew	$570 - $675
* Utility Locator	$190 - $250
Drone	$275
Project Management & Oversight	
Project Manager	$250 - $335
Sr. Project Manager	$280 - $380
Survey Manager I-II	$240 - $410
SUE Program Manager	$285 - $315
Division Manager	$290 - $420
Principal	$480 - $520
Project Support	
Technical/Sr. Technical Writer	$120 - $160
Project/Sr. Project Assistant	$85 - $175
Project/Sr. Project Coordinator	$130 - $215
Graphic/Sr. Graphic Designer	$135 - $235
Project Accountant	$125 - $195
Sr. Graphic Manager	$215 - $275
Project Accountant Manager	$225 - $255
District Management	
* Inspector - Apprentice	$95 - $110
* Inspector/Sr. Inspector	$110 - $195
Assistant/Associate Sanitary Engineer	$160 - $235
Sanitary/Sr. Sanitary Project Engineer	$210 - $300
Operations/Deputy District Manager	$270 - $385
District Manager-Engineer	$395 - $440
Special Services	
Expert Witness	$520
Strategic Consulting	$520

Reimbursables including, but not limited to; reproductions, delivery and filing fees; outside consultant fees; and survey field expenses will be billed at *Cost Plus 5%* . **Mileage** will be billed per *current IRS Rate.*

Additional promotional steps exist within various rate categories.

This rate schedule expires June 30, 2025; rates are subject to escalation with new hourly rate schedule as of July 1, 2025.

** These charge rates are subject to Prevailing Wage laws and Union contract.*



PRIMARY STREET TREES

Chinese Pistache
Pistacia chinesis

Valley Oak
Quercus lobata

Japanese Zelkova
Zelkova serrata

SCREEN OR ALTERNATE TREES

Deodar Cedar
Cedrus deodara

Olive Tree
Olea europaea

ACCENT TREES

Prairiefire Flowering Crabapple
Malus floribunda 'Prairiefire'

Pink Crape Mrytle
Lagerstroemia indica 'Tuscarora'

LARGE ACCENT SHRUBS

Blue Hibiscus
Alyogyne huegelii

Bush Anemone
Carpenteria californica

SHRUBS AND GRASSES

Pink Rockrose
Cistus x skanbergii

Platinum Beauty Lomandra
Lomandra longifolia

Santa Barbara Mexican Bush Sage
Salvia leucantha 'Santa Barbara'

Coastal Rosemary
Westeringia fruticosa

GROUNDCOVER

Emerald Carpet Manzanita
Arctostaphylos 'Emerald Carpet'

Blonde Ambition Blue Grama
Bouteloua gracilis 'Blonde Ambition'

Berkeley Sedge
Carex tumulicola

Yankee Point Ceanothus
Ceanothus griseus 'Yankee Point'

N

0' 15' 30' 60'

WOODLAND GIBSON ROAD SR-113 IC LANDSCAPE CONCEPT

GIBSON ROAD, WOODLAND, CALIFORNIA

NOVEMBER 2020

MARK THOMAS

CITY OF WOODLAND CALIFORNIA

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.13
SUBJECT:	Approve a Professional Services Contract for the East Main Pump Station Generator Rehabilitation Project, CIP #22-02

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving a professional services contract with West Yost for pre-design services in the amount of $118,006.

Staff Contact:
Dang Bui, Associate Engineer, (530) 661-5856, dang.bui@cityofwoodland.gov

Fiscal Impact:
The overall project budget for the Storm Drainage Pump Station Emergency Generator Rehabilitation Project, CIP #22-02, is $310,000 from the 221 Storm Drain Enterprise Fund.

The Storm Drainage Pump Station Emergency Generator Rehabilitation Project is currently in the pre-design phase and City staff expects to come back to the Council at a later date to award the professional services contract for design of the project. The associated professional services contract for the pre-design phase is for an amount of $118,006. Other items that make up the total project budget represent the amount allocated for design, construction, and contingency costs.

There is no impact to the General Fund.

Background:
The City is continually reviewing the status of its stormwater system. In reviewing the stormwater system, City staff has identified that the generators at the East Main Pump Station (EMPS) and North Canal Pump Station (NCPS) need to be replaced, as they have reached the end of their useful life. One of the generators is no longer operational, and the other is difficult to repair due to the scarcity of replacement parts. In May 2022, City Council approved the creation of CIP 22-02 — The EMPS Emergency Generator Rehabilitation Project. The project evaluated the generators at EMPS and NCPS to assess ongoing reliability and any needed rehabilitation. The evaluation recommended replacement of both generators. EMPS was prioritized due to the increased difficulty of starting the generator. However, the replacement of the generator also entailed raising it above the 100-year flood elevation.

On the Federal Emergency Management Agency's (FEMA) 100-year flood map, the City's EMPS, located at 2395 E. Main Street and the City's North Canal Pump Station (NCPS), located adjacent at 3295 E. Main Street are within the flood boundaries. A "100-year" flood has a 1/100 chance of occurring in any given year. Given the flat topography of the City, all stormwater is pumped from the storm drainage system into the Outfall Channel in order for the City to drain. As such, the EMPS and NCPS are critical facilities in preventing significant flooding within the City from local storms. In the interim, the replacement of the EMPS generator was put on hold until the City secured the funds to raise the new generator above the flood elevation. Both generators and associated electrical components are several feet below the 100-year flood elevation and the replacement generators and electrical components will need to be protected from flooding.

The State Water Resources Control Board (SWRCB) Trash Amendment Policy requires communities to remove trash from storm water prior to leaving the community's storm drainage system. To remain in compliance, a finer screen will be required to prevent any material larger than 5 mm from passing downstream. This change has prompted the City to reassess the site at the EMPS and NCPS for other deficiencies such as flood protection and infrastructure maintenance, especially for the NCPS.

During a recent inspection, City staff determined that minimal work is needed at EMPS, apart from replacing the generator and raising its elevation to meet flood requirements. However, the situation at NCPS is more complex. The pumps have reached the end of their useful life, and the corrosion of the two pipes has worsened since October 2021, when City staff observed a significant leak in one pipe and a failing mechanical coupler in the other with a large section of pipe at its failure point. The condition of the submerged portion of the pipes remains uncertain, requiring further investigation before the design phase. Failure of both pipes at NCPS would prevent the City from pumping stormwater out of the northern portion of the City. A separate project is planning to install a liner in the discharge pipes allow for continued use of the NCPS.

Discussion:
All the City's stormwater drains to a single outfall (Outfall Channel) located just east of the City limits on E. Main Street. The City operates three stormwater pump stations at this location: the South Canal Pump Station (SCPS), which handles stormwater from the southeast portion of the City; the EMPS, which serves the central portion; and the NCPS, which manages stormwater from the northern area.

The Lower Cache Creek Flood Risk Reduction Project would have provided a portion of the funding for the NCPS work and would have avoided the need and costs to elevate the electrical components and generators. Given the failure of the ballot measure M and stopping work on flood protection work and the urgent need to address the failing NCPS, the work on the NCPS needs to be advanced separately from a coordinated project on flood protection.

An issue with one of the three stormwater pump stations, such as a lack of flood protection or infrastructure reaching the end of their useful life, would adversely affect the City's drainage. Additionally, trash collection measures are needed to comply with the current SWRCB Trash Amendment Policy.

While an evaluation of the EMPS generator and electrical components was conducted in 2022, City staff believe it is prudent to reassess the site for other deficiencies during the pre-design phase to ensure the pump stations comply with current regulations and are constructed above the flood elevation.

Given these challenges, exploring potential alternatives for addressing the deficiencies at NCPS and EMPS under this pre-design contract would be more efficient since they share the same site. This approach will provide the necessary information for the City to seek additional funding for construction work on both pump stations. To this end, City staff is engaging the professional services of West Yost during the pre-design phase.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, approving a professional services contract with West Yost for pre-design services in the amount of $118,006.

Prepared by: Dang Bui, Associate Engineer

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

Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Professional Services Contract West Yost, CIP 22-02
2. Exhibit - Site Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PROFESSIONAL SERVICES CONTRACT WITH WEST YOST ASSOCIATES, INC TO PROVIDE PRE-DESIGN SERVICES FOR THE EAST MAIN PUMP STATION GENERATOR REHABILITATION PROJECT

WHEREAS, the City Council wishes to enter into a professional services agreement with West Yost Associates, Inc. (West Yost) for an amount of up to $118,006.00; and

WHEREAS, West Yost has been selected through a quality based selection process; and

WHEREAS, the City Council wishes to approve the amendment and authorize its execution through the adoption of this Resolution.

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

SECTION 1. The City Council hereby approves the professional services contract with West Yost in the amount of $118,006. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirm changes so long as the total dollar amount authorized herein does not change.

SECTION 2. Copies of the Professional Service Contract for the Conceptual Design and Cost Estimate Services are available and on file in the City Clerk's office and are incorporated herein by reference and made a part of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

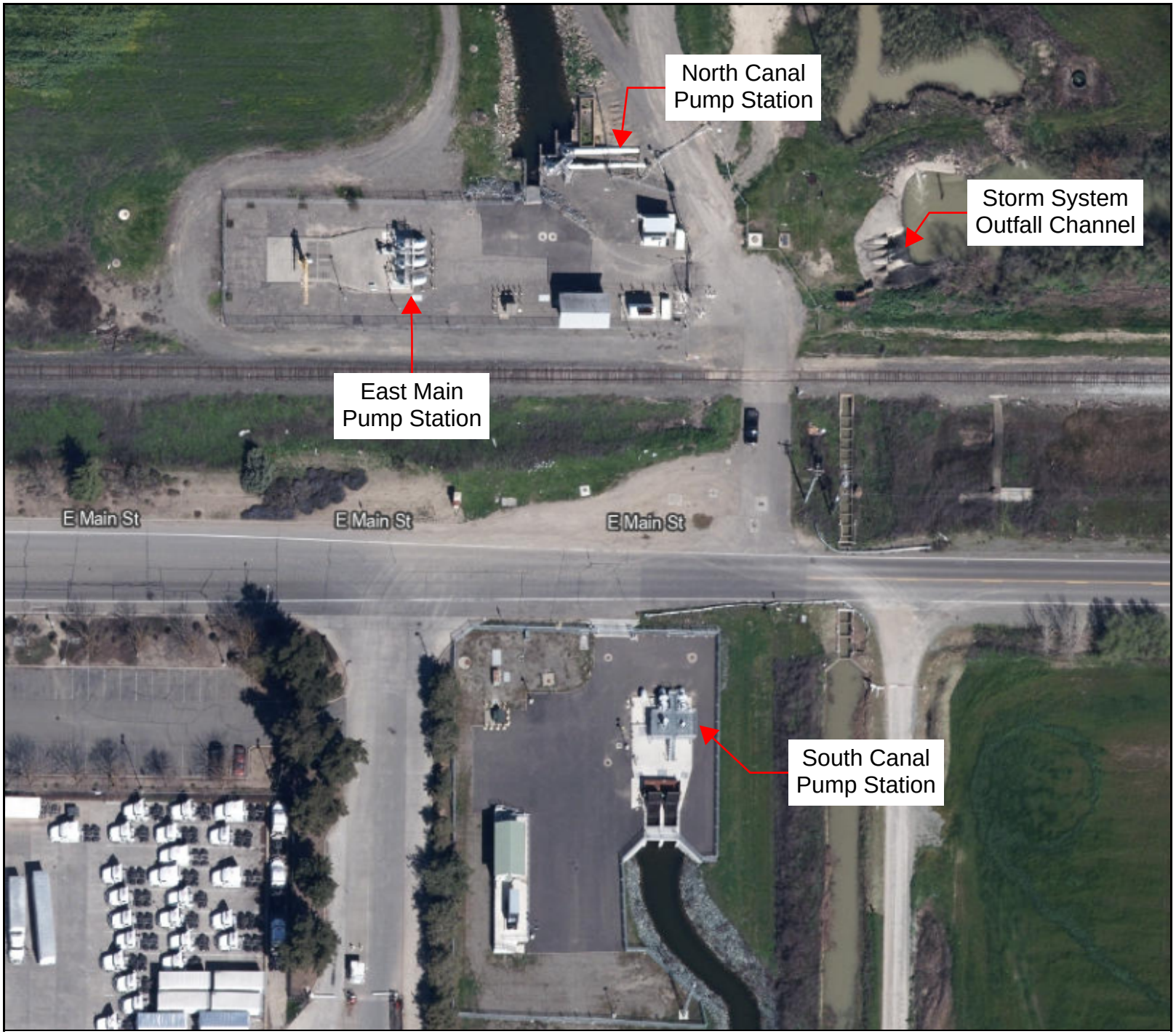
_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney



CITY OF WOODLAND CALIFORNIA

Legend

Aerial Imagery with Labels - 2024

Red: Red
Green: Green
Blue: Blue

Notes

0 100 200 ft

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.14
SUBJECT:	Approve a Professional Services Agreement with BSK Associates for 2025 Water Quality Testing Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the contract with BSK Associates for the 2025 Water Quality Testing Services, for an amount up to $148,861.50 and authorize a contingency of up to 10% ($14,886.15).

Staff Contact:
Tim Busch, Principal Utilities Civil Engineer, (530) 661-5963, tim.busch@cityofwoodland.gov

Fiscal Impact:
The funding source for the annual water quality testing is the Water Enterprise Fund. The budget for this work is included under Operation and Maintenance Contract Services for the Water Distribution System. There is no impact on the General Fund.

Background:
The City's water system primarily utilizes treated Sacramento River water from the Woodland-Davis Clean Water Agency (WDCWA) Regional Water Treatment Facility (RWTF). Water supplied by WDCWA is supplemented by several wells, including three (3) aquifer storage & recovery (ASR) wells. The State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) requires extensive water quality testing including: within the distribution system, at each well (including standby and inactive wells), and the WDCWA compliance points. This testing includes weekly, monthly, quarterly, and annual testing of numerous water quality constituents.

Discussion:
Water quality testing is more extensive in 2025 than in 2024 because it includes triennial sampling for lead and copper, initial monitoring for PFAS, new monitoring for hexavalent chromium, and continued monitoring for ASR wells. The 1996 Safe Drinking Water Act amendments require the EPA to issue a new list of no more than 30 unregulated contaminants once every five years for public water systems to sample. The Unregulated Contaminants Monitoring Rule (UCMR 5) was published in the Federal Register in 2021 and requires monitoring for 30 chemical contaminants from January 2023 to December 2025. The selected contaminants include 29 PFAS (perfluoroalkyl substances) and lithium. The City of Woodland began this testing in 2024 and will complete sampling in 2025.

In April 2024, the Environmental Protection Agency issued the first national drinking water regulations to limit PFAS in drinking water. The rule establishes Maximum Contaminant Levels for 6 PFAS and requires water systems to perform initial monitoring by 2027. The City of Woodland scheduled this testing for 2025, and it includes quarterly sampling at all well sources.

Several wells were placed on "standby" or "inactive" status over the past few years, which reduced the amount of testing required. Some of these wells have not been used in the past few years and serve only as an emergency backup supply. Seven wells, including the three aquifer storage & recovery (ASR) wells, are maintained as "active" and can be used at any time for water supply if

needed. The 2025 budget accounts for regulatory monitoring to maintain the wells, some of which occur every three years and are coming due. It also includes ASR well monitoring for management of stored water in the aquifer. The ASR wells are injected with treated surface water, and thus the City must track the influence of groundwater to maintain surface water quality. The 2025 BSK Costs spreadsheet is attached and shows a detailed breakdown of the water quality tests, frequency, and cost.

Every three years, Citywide lead and copper tests are conducted to verify compliance with the Federal EPA's Lead and Copper Rule. This work will occur in Summer 2025. The 2024 Revised Lead and Copper Rule lowers the action limit for lead from 15 parts per billion (ppb) to 10 ppb.

In September 2022, staff circulated a Request for Qualifications for Water Quality Lab Services. BSK Associates were selected based on professional excellence, demonstrated competence, and experience with similar work. They have also provided water quality sampling service for the City of Woodland since 2005 and WDCWA since 2016. The Request for Qualifications stated the selection would be for a period of five years from January 2023 through December 2027. Each year, a new services agreement is created between the City of Woodland and BSK Associates based on required and anticipated testing services. Testing requirements vary each calendar year. A budget contingency is included to provide a budgetary allowance for unplanned testing. For example, additional testing is required at the ASR Wells each month they are in operation. The current contract expires on December 31, 2024, and a new contract has been created for 2025.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the contract with BSK Associates for the 2025 Water Quality Testing Services, for an amount up to $148,861.50 and authorize a contingency of up to 10% ($14,886.15).

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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

Ken Hiatt
City Manager

Attachments:
1. Proposed Resolution - BSK 2025 Contract
2. Attachment - BSK Costs 2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH BSK ASSOCIATES FOR 2025 WATER QUALITY TESTING SERVICES

WHEREAS, retaining a water quality testing services laboratory is necessary for compliance with the State Water Resources Control Board – Division of Drinking Water regulations; and

WHEREAS, BSK Associates was selected to provide water quality testing services for a period of five years based on the selection process conducted in 2022; and

WHEREAS, the budget for funding the water quality testing services is included under Operations and Maintenance Contract Services budget for the Water Distribution System; and

WHEREAS, BSK Associates is experienced in water quality testing and has a certified laboratory; and

WHEREAS, the City of Woodland wishes to enter into a 2025 Water Quality Testing Services Agreement with BSK Associates for an amount up to $148,861.50 ("Agreement"); and

WHEREAS, City Council wishes to approve the 2025 Water Quality Testing Services Agreement with BSK Associates and authorize its execution through the adoption of this resolution; and

WHEREAS, the City Council wishes to approve a contingency of up to 10% ($14,886.15) and authorize its execution through the adoption of this Resolution.

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

SECTION 1. The City Council hereby approves the Agreement between the City and BSK for an amount of $148,861.50 with contingencies up to 10% ($14,886.15). The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

Attachment – 2025 BSK Associates Agreement Costs:

2025 Costs			
Constituents	**# of Samples**	**Unit Cost**	**Total Cost**
Bacteriological & Chlorine Residual	948	34	$ 32,232
Bacteriological (Raw Water)	48	19	$ 912
Orthophosphate (18), Aluminum (25) (total), Color (22) (apparent), Turbidity (18)	216	83	$ 17,928
TTHMs	91	75	$ 6,825
HAA5s	84	100	$ 8,400
Chromium VI	28	65	$ 1,820
General Water Quality	41	80	$ 3,280
Nitrate	9	16	$ 144
Nitrite	5	16	$ 80
Asbestos	1	200	$ 200
Title 22 + Externals (include Thiobencarb + TCD Dioxin)	5	2650	$ 13,250
VOC	2	105	$ 210
VOC (semi volatile organics)	2	100	$ 200
SOC	2	1450	$ 2,900
TCDD Dioxin	2	550	$ 1,100
1,2,3 TCP	2	100	$ 200
Radionuclides	2	457.75	$ 915.50
Lead and Copper	35	35	$ 1,225
UCMR5 (PFAS: EPA method 533)	4	425	$ 1,700
UCMR5 (PFAS: EPA method 537.1)	4	325	$ 1,300
UCMR5 Lithium	4	50	$ 200
PFAS LC-MS/MS Initial Monitoring	36	275	$ 9,900
PFAS Short Chain Initial Monitoring	36	375	$ 13,500
PFAS SC Field Blank Initial Monitoring	36	100	$ 3,600
ASR List A	30	650	$ 19,500
ASR List B	18	32	$ 576
Certification/Disposal Fees	1691	4	$ 6,764
			$ 148,861.50

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.15
SUBJECT:	Final Acceptance and Notice of Completion for the Spring Lake Recycled Water Project, CIP 17-07

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the construction contract for the Spring Lake Recycled Water Project, CIP 17-07, with Argonaut Constructors, Inc., as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact:
Matt Cohen, Associate Engineer, (530) 661-5973, matt.cohen@cityofwoodland.gov

Fiscal Impact:
The authorized construction contract amount with Argonaut Constructors, Inc., for the Spring Lake Recycled Water Project, CIP 17-07, (hereafter "Project") is $2,831,717.50 with an approved contingency amount of $424,758. Five change orders have been executed for a total amount of $338,508.90, which results in a total construction contract of $3,170,226.40.

The Project has an authorized total budget of $4,005,000 funded through Water Enterprise Funds. However, the City executed a funding/financing agreement with the State Water Resources Control Board Clean Water State Revolving Fund (CWSRF) to reimburse the Water Fund. The funding agreement initially encumbered $2,832,018, consisting of a $550,000 grant component from Prop 68 (Water Recycling) and a $2,282,018 loan at 0.55% interest rate. The SWRCB is currently processing a final budget amendment to increase the CWSRF loan portion to $2,831,718 for a total funding agreement amount of $3,839,463, which will provide nearly full CWSRF funding for the project.

The CWSRF loan payments are covered by recycled water rates within the respective use areas. Recycled water is provided to certain users in Woodland on a contract basis. The recycled water rate for the Spring Lake Recycled Water Project area is anticipated to be approximately 85% of the potable water irrigation rate for FY25, which will reduce landscape irrigation costs in the Spring Lake area. Recycled water also experiences minimal rate increases over time as the majority of cost is debt repayment.

There is no impact to the General Fund.

Background:
The Spring Lake Recycled Water Project is the second recycled water project in Woodland. It builds off the Industrial Park Recycled Water Project, which established Woodland's recycled water utility in 2017. The Spring Lake Recycled Water Project represents Phase II of Woodland's recycled water development, as it included approximately 10,000 linear feet of 8-inch recycled water main, expanding recycled water use on E. Gibson Rd (between CR102 and Harry Lorenzo Ave), Harry Lorenzo Ave (between E. Gibson Rd and Marston Dr), on Marston Dr (between Harry Lorenzo Ave and Miekle Ave), on Parkland Ave (between Marston Dr and CR-25A), and on CR-25A (between Harry Lorenzo Ave and Miekle Ave). All new recycled water use areas will provide recycled water exclusively for irrigation. The project connected existing (but previously unconnected) recycled water mains installed by developers in the Spring Lake area, so the actual total of newly connected pipe is

about 15,000 linear feet. The project adds about 20 new recycled water connections and offsets approximately 200,000 gallons/day (on average) of irrigation water that would otherwise be served from the potable water system, though actual irrigation demand differs seasonally throughout the year. The use of recycled water in the Spring Lake and WRTP (Woodland Research and Technology Park) area is planned to increase to approximately 400,000 gallons/day total, as the Project included a stub for a future WRTP connection and stubs for expansion of irrigation recycled water use in future developments near E. Gibson Rd and Pioneer Ave.

The construction project was completed by Argonaut on December 5th, 2024. A relatively small amount of work remains for City staff and the landscape contractor (Figueroa Landscaping) to connect irrigation system hydrometers, restore landscaping, and replace irrigation box lids.

Discussion:
Five change orders for CIP 17-07 have been executed for a total amount of $338,508.90. The majority of change order costs fell into three main categories: 1) scheduling weekend work for critical sections of construction near Pioneer High School (to avoid traffic disruptions associated with school drop off and pick up), 2) expedited mobilization/paving of the trench near Harry Lorenzo Ave and East Gibson Rd to complete paving in advance of microsurfacing by another City project, and 3) revising the plan to connect to Rick Gonzales Sr Park and the Spring Lake Elementary School Playfields using horizontal directional drilling rather than open cut trenching. Minor change order costs included pressure testing of developer-installed recycled water mains (to ensure no leakage of the entire pipeline, not just the sections Argonaut constructed), slight delays due to unmarked utilities (streetlight wires), and requesting new meter box and recycled water connections that weren't included in the project plans.

The project cost breakdown is as follows:

Construction	$2,831,717.50
Change Orders	$338,508.90
Total Construction Cost	**$3,170,226.40**
Design Costs, rounded	$325,000
Project/Construction Management, rounded	$350,000
Miscellaneous Construction Costs, rounded	$50,000
Total Project Costs, rounded	$3,900,000

Additional miscellaneous costs were incurred outside of the construction contract, related to engineering design, construction inspection, installation of recycled water "do not drink" signs, purple lids (indicating recycled water) for valve and emitter boxes on the irrigation systems, environmental permitting and compliance, and landscape contractor expenses for re-connection of irrigation system hydrometers.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, accepting the construction contract for the Spring Lake Recycled Water Project, CIP 17-07, with Argonaut Constructors, Inc., as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Matt Cohen, Associate Engineer
Reviewed by: Tim Busch, Principal Utilities Civil Engineer; Brent Meyer, Community Development Director/City Engineer

Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Acceptance and NOC_Spring Lake Recycled Water Project, CIP 17-07

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE SPRING LAKE RECYCLED WATER PROJECT, CIP 17-07 CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

WHEREAS, the City Council approved the plans and specifications for the Spring Lake Recycled Water project, CIP 17-07 (the "Project") and authorized advertisement for bids on November 7, 2023, and the City of Woodland advertised for bids on November 8, 2023; and

WHEREAS, the City Council approved Resolution 8210 on February 20, 2024, to execute a construction contract with Argonaut Constructors Inc., in the amount of $2,831,717.50 and approved a 15% construction contingency in the amount of $424,758 for the Project with a total project budget of $4,005,000; and

WHEREAS, the construction of the Project began on March 21, 2024 and was completed on December 5, 2024.

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

SECTION 1. The City Council hereby accepts the Spring Lake Recycled Water Project (CIP 17-07) as complete.

SECTION 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Spring Lake Recycled Water Project, CIP 17-07.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.16
SUBJECT:	Accept the Public Improvements for Subdivision Final Map 5162 and 5206 Pioneer Village Phase 1 and 2 Offsites

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the Public Improvements For Subdivision Final Map 5162 and 5206, Pioneer Village Phase 1 and 2 (offsite improvements only).

Staff Contact:
Kendall Walker, Engineering Technician - (530) 661-5907, kendall.walker@cityofwoodland.org

Fiscal Impact:
The public improvements constructed with these maps add 107,031 square feet of new public landscaping, with an estimated annual maintenance cost of $163,277.78 including maintenance and water use. This additional landscaping is within the boundaries of and will be maintained by the Spring Lake Landscape & Lighting District (L&L). These costs were anticipated during the formation of the L&L and will be included with the proposed annual assessments, which are typically presented to Council in May each year.

The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets for accounting purposes and financial reports. The total cost of public infrastructure in the GASB34 categories that the City will acquire with these subdivisions are shown below.

Est. GASB34 category	Pioneer Village Phase 1 Pioneer Avenue	Pioneer Village Phase 1 Gibson/HLA Intersection	Pioneer Village Phase 2 Farmers Central Rd
Road	$2,714,666.99	$1,142,194.00	$701,958.82
Water	$263,225.00	N/A	$23,680.00
Sewer	$15,000.00	N/A	N/A
Storm Drain	$197,730.00	N/A	$15,000.00

Background:
On November 5, 2019, City Council approved the Tentative Map for 5162 Pioneer Village and the Development Agreement. The map consisted of 231 single-family lots and 4.1 acres of multifamily housing.

On May 10, 2022, the City Council approved Final Subdivision Maps (SM) No. 5162 Pioneer Village Phase 1 (111 lots) and 5206 Pioneer Village Phase 2 (120 lots), and the associated Subdivision Improvement Agreement with Lennar Homes of California, LLC. The offsite public improvements to be accepted with this action are those defined in the plan sets listed below:

Improvement Plans	City Engineer Approved Date
Civil Improvement Plans for Gibson Road / Harry Lorenzo / Bourn Drive Intersection & Signal Improvements	July 8, 2021
Civil Improvement Plans – Spring Lake Specific Plan – Pioneer Avenue Improvements	July 8, 2021
Landscape Improvement Plans for Pioneer Avenue	July 8, 2021
Civil Improvement Plans for Farmers Central Road Improvements – Harry Lorenzo Avenue to Pioneer Avenue	August 26, 2021
Landscape Improvement Plans for Farmers Central Road Subdivision 5162	August 26, 2021

As of November 20, 2024, Lennar Homes of California, LLC, has completed the offsite infrastructure improvements to the satisfaction of the City Engineer, Public Works, and Community Development Departments.

Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items, initiating the release of the developer's performance and payment securities for these improvements. The developer has provided warranty security to correct any defects identified during the one-year warranty time frame following the Notice of Completion filing.

Discussion:
This is the standard practice for obtaining infrastructure improvements for new subdivisions. The final map dedicated streets and public utility easements to the City. The work is designed to City Standard Specifications and the improvements are inspected by the City during construction.

This action will accept only the offsite improvements associated with Pioneer Village Phase 1 & 2. The in-tract improvements associated with Pioneer Village Phase 1 & 2 were accepted by Council on 7/16/2024.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, accepting the Public Improvements For Subdivision Final Map 5162 and 5206, Pioneer Village Phase 1 and 2 (offsite improvements only).

Prepared by: Kendall Walker, Engineering Technician

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

Ken Hiatt
City Manager

Attachments:
1. Proposed Resolution - SD FM 5162 and 5206 Pioneer Village Phase 1 and 2 Offsites
2. Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION FINAL MAP 5162 AND 5206, PIONEER VILLAGE PHASE 1 AND 2 (OFFSITE IMPROVEMENTS ONLY).

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

WHEREAS, Lennar Homes of California, has complied with the conditions of approval and has recorded two final maps for 111 (SM-5162, Phase 1) and 120 lots (SM-5206, Phase 2); and

WHEREAS, the conditions of approval for the Map required the subdivider, Lennar Homes of California, to enter into a Subdivision Improvement Agreement calling for the construction of infrastructure necessary to serve the development permitted by this Map (collectively, the "Improvements"), and furnish bonds or other securities to ensure the timely completion of the Improvements; and

WHEREAS, Lennar Homes of California has completed the required Improvements associated with the Phase 1 & Phase 2 offsite improvements plans, and the in-tract improvements were previously accepted by Council; and

WHEREAS, Lennar Homes of California has previously furnished bonds for public improvements associated with subdivisions 5162 and 5206, identified as Bond No. ES00008111 issued by Everest Reinsurance Company and Bond No. 024254993 and issued by Liberty Mutual Insurance Company, as surety ("Bonds"), securing the completion of the Improvements; and

WHEREAS, the Subdivision Map Act and the Woodland Municipal Code require the City to accept subdivision improvements which have been completed; and

WHEREAS, Lennar Homes of California has requested that the City accept those Improvements that have been completed;

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

SECTION 1. The City Council hereby accepts those Improvements constructed for Subdivision 5162 (Pioneer Village Phase 1) as shown on the improvement plans entitled "Civil Improvement Plans for Gibson Road / Harry Lorenzo / Bourn Drive Intersection & Signal Improvements" approved by the City Engineer July 8, 2021.

SECTION 2. The City Council hereby accepts those Improvements constructed for Subdivision 5162 (Pioneer Village Phase 1) as shown on the improvement plans entitled "Civil Improvement Plans – Spring Lake Specific Plan – Pioneer Avenue Improvements" and

"Landscape Improvement Plans for Pioneer Avenue" and approved by the City Engineer July 8, 2021.

SECTION 3. The City Council hereby accepts those Improvements constructed for Subdivision 5162 (Pioneer Village Phase 1) as shown on the improvement plans entitled "Civil Improvement Plans for Farmers Central Road Improvements – Harry Lorenzo Avenue to Pioneer Avenue" and "Landscape Improvement Plans for Farmers Central Road Subdivision 5162" and approved by the City Engineer August 26, 2021.

SECTION 4. The City Council hereby authorizes the City Clerk to file the Notice of Completion and release the developer's faithful performance securities for offsite public improvements associated with Subdivision No. 5162 Pioneer Village Phase 1 and 5206 Pioneer Village Phase 2.

SECTION 5. Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of Lennar Homes of California or any other entity, under the conditions of approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

SECTION 6. The adoption of this resolution shall not be deemed to cure any breach by Lennar Homes of California or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held this 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN

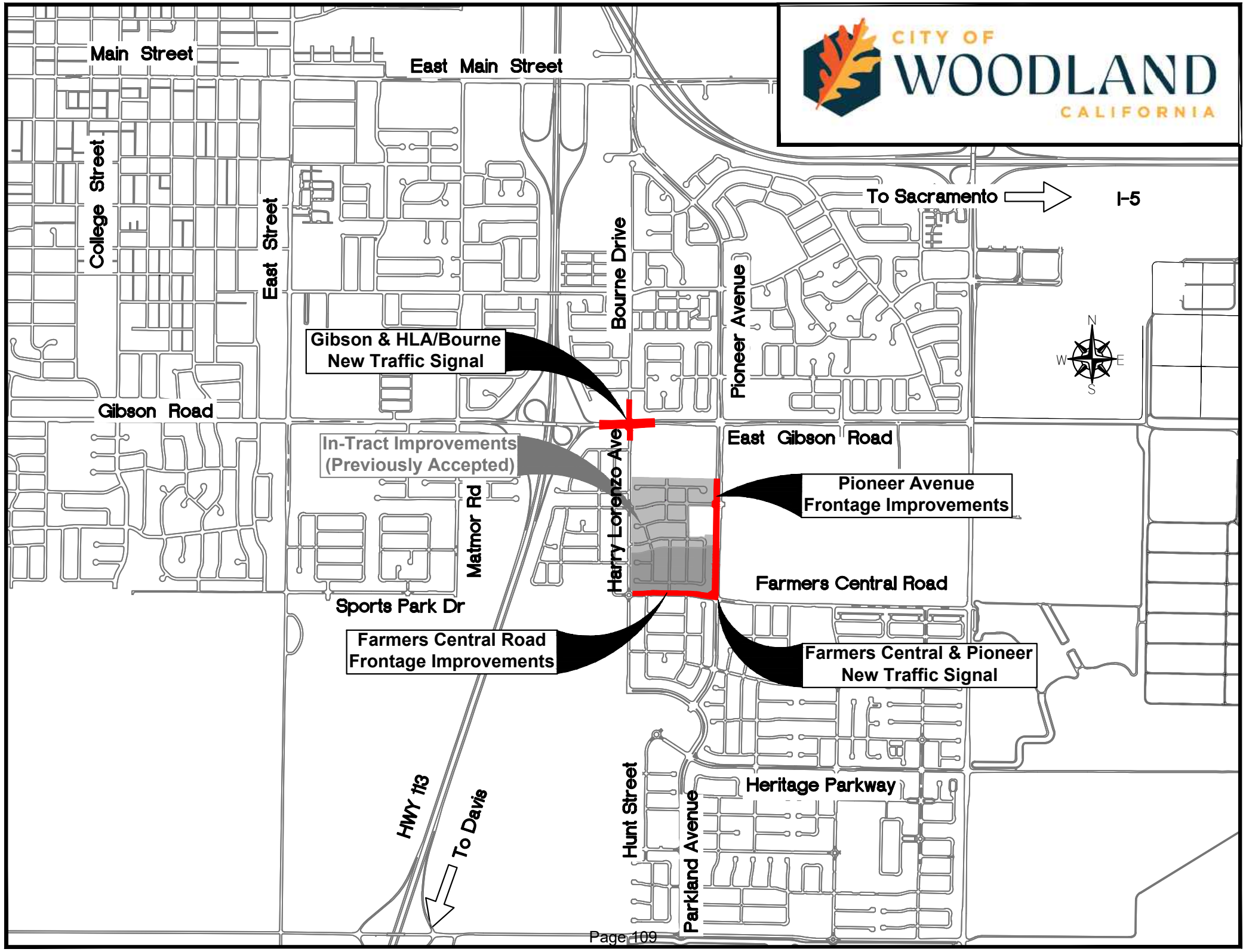
_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney


CITY OF
WOODLAND
CALIFORNIA
Main Street
East Main Street
College Street
East Street
Bourne Drive
Pioneer Avenue
To Sacramento
I-5
N
W
E
S
Gibson & HLA/Bourne
New Traffic Signal
Gibson Road
In-Tract Improvements
(Previously Accepted)
East Gibson Road
Harry Lorenzo Ave
Matmor Rd
Pioneer Avenue
Frontage Improvements
Farmers Central Road
Sports Park Dr
Farmers Central Road
Frontage Improvements
Farmers Central & Pioneer
New Traffic Signal
HWY 113
To Davis
Hunt Street
Parkland Avenue
Heritage Parkway

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	F.17
SUBJECT:	Approval of Final Map 5221 Ruby Estates Subdivision, Related Subdivision Improvement Agreement, and Related Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement.

Recommendation for Action: Staff recommends that the City Council 1) Adopt Resolution No. _____, approving Final Map 5221 Ruby Estates Subdivision, approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City, and authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and 2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5221 Ruby Estates Subdivision, and authorizing the City Manager to sign on behalf of the City, and authorizing the City Manager to sign amendments up to 15% of the Reimbursement Agreement.

Staff Contact:
Lolly Weichel, (530) 661-5950, lolly.weichel@cityofwoodland.gov

Fiscal Impact:
This project's processing costs were covered by fees. In addition, at buildout the 87 lots are estimated to generate approximately $3.1 million in development impact fees. There is no impact to the General Fund.

The SLIF reimbursement agreement does not obligate the City to pay out any additional funds that are generated by means other than the Spring Lake Infrastructure Fee program. The total cost of Spring Lake backbone improvements eligible for reimbursement through the SLIF is currently estimated at $335,120. Final SLIF reimbursement will be at actual cost after project acceptance and review of the developer's actual cost documentation.

Background:
On July 19, 2022, City Council approved the tentative map 5221 (Ruby Estates) for 87 multi-family lots and a Development Agreement.

The Developer, Lennar Homes of California, LLC, has completed all conditions required for approval of the final map, and is requesting that the City approve Final Subdivision Map (SM) No. 5221 Ruby Estates, and the associated Subdivision Improvement Agreement and Reimbursement Agreement.

Discussion:
The map, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, project development agreement, and conditions of approval.

The project conditions require the continuation of a sound wall and landscaping along County Road 25A (appox. 450 linear feet). These improvements were included in the Spring Lake Capital Infrastructure Plan and are subject to reimbursement through the SLIF. The Developer is requesting execution of the SLIF agreement to reimburse for the work necessary to satisfy the condition of

approval for the completion of the privacy wall and landscaping.

Conclusion:
Staff recommends that the City Council 1) Adopt Resolution No. _____, approving Final Map 5221 Ruby Estates Subdivision, approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City, and authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and 2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5221 Ruby Estates Subdivision, and authorizing the City Manager to sign on behalf of the City, and authorizing the City Manager to sign amendments up to 15% of the Reimbursement Agreement.

Prepared by: Lolly Weichel, Senior Engineering Assistant

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

Ken Hiatt
City Manager

Attachments:
1. Proposed Resolution - Final Map & SIA
2. Proposed Resolution - SLIF Reimbursement Agmt
3. Location Map
4. Final Subdivision Map 5221
5. Subdivision Improvement Agreement
6. SLIF Reimbursement Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5221, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, LLC AND AG EHC II (LEN) CA 2, L.P. FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

WHEREAS, the City Council approved Tentative Map 5221 Ruby Estates Subdivision, and an associated Development Agreement with conditions of approval on July 19, 2022; and

WHEREAS, Lennar Homes of California, LLC has satisfied the conditions of approval and has filed a final map with the City for 87 multi-family lots; and

WHEREAS, the City of Woodland has reviewed the map and determined that it is technically correct and that the conditions of approval have been met; and

WHEREAS, the City Council wishes to approve Final Map 5221 Ruby Estates, and the associated Subdivision Improvement Agreement through the adoption of this Resolution.

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

SECTION 1. The City Council hereby approves Final Map 5221 Ruby Estates and directs the City Clerk to sign the map and the City Engineer to forward the map to the Yolo County Tax Collector for processing prior to recording with the Yolo Clerk-Recorder.

SECTION 2. The City Council hereby approves the Subdivision Improvement Agreement. The City Manager is hereby authorized and directed to sign the Agreement, and the City Manager is authorized to amend the agreement to grant time extensions to the agreement if necessary.

SECTION 3. A copy of the Subdivision Improvement Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SLIF REIMBURSEMENT AGREEMENT ASSOCIATED WITH FINAL SUBDIVISION MAP 5221, RUBY ESTATES

WHEREAS, on July 19, 2022, the City Council approved Tentative Map 5221, Ruby Estates and the related Development Agreement with Conditions of Approval; and

WHEREAS, the Developer, Lennar Homes of California, LLC, has satisfied the Conditions of Approval and completed requirements for Subdivision Map 5221, Ruby Estates; and

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

WHEREAS, the Developer, Lennar Homes of California, LLC, is requesting the City Council approve a Spring Lake Infrastructure Fee (SLIF) Reimbursement Agreement for Subdivision 5196, and

WHEREAS, the Developer, Lennar Homes of California, LLC, is requesting the City Council approve the final map (by separate resolution) and related agreements for Subdivision 5196.

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

SECTION 1. Approves the SLIF Reimbursement Agreement with Lennar Homes of California, a California Limited Liability Company and authorizes the City Manager to sign on behalf of the City.

SECTION 2. Authorizes the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed $50,000 (approximately 15%).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

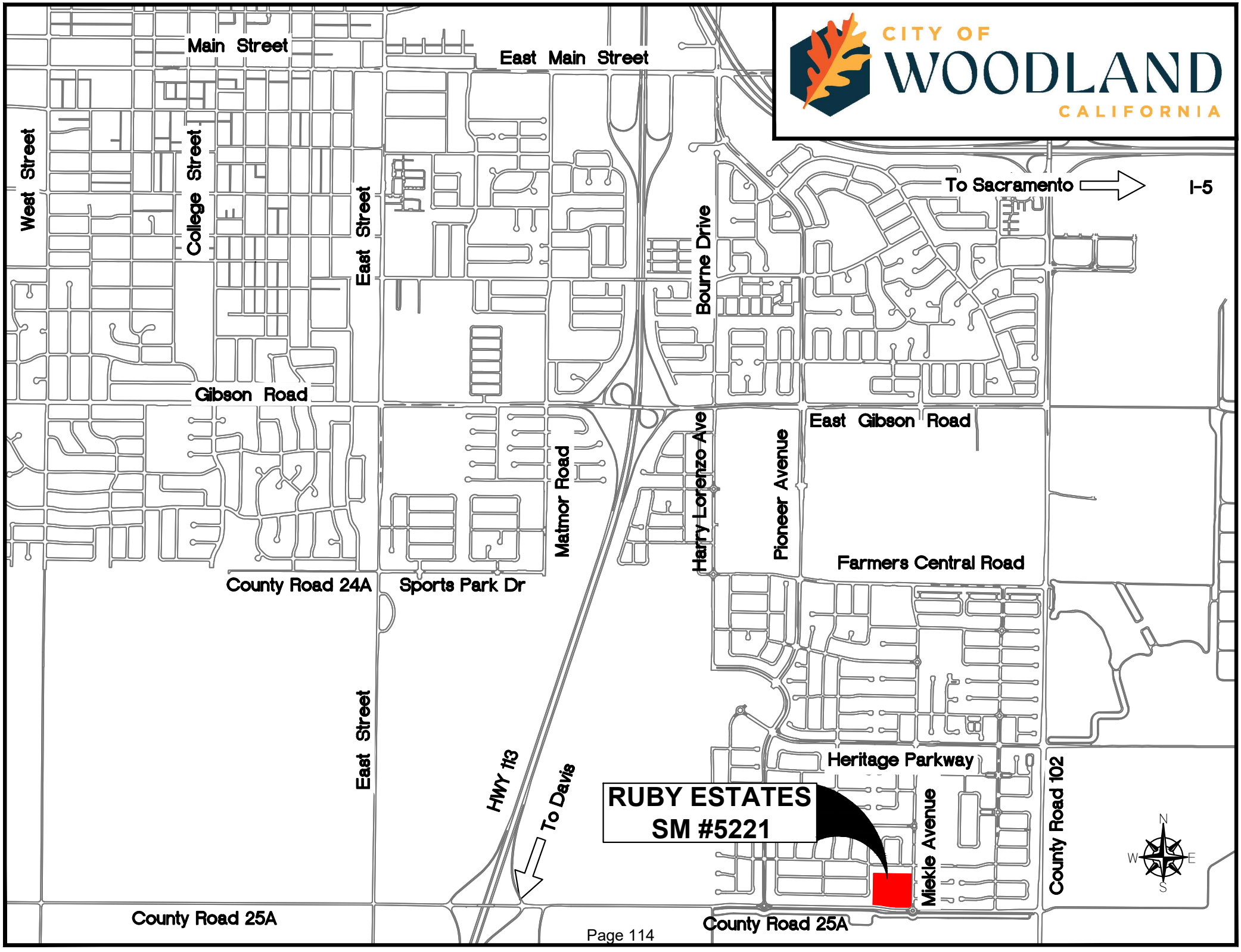
_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney


CITY OF
WOODLAND
CALIFORNIA
Main Street
East Main Street
West Street
College Street
East Street
Bourne Drive
To Sacramento
I-5
Gibson Road
East Gibson Road
Matmor Road
Harry Lorenzo Ave
Pioneer Avenue
Farmers Central Road
County Road 24A
Sports Park Dr
East Street
HWY 113
To Davis
Heritage Parkway
RUBY ESTATES
SM #5221
Miekle Avenue
County Road 102
County Road 25A
County Road 25A
N
W
E
S

OWNERS' STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF "RUBY ESTATES" FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, IN FEE, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES: COUNTY ROAD 25A AND COUNTY ROAD 102.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED, AS AN EASEMENT, TO THE CITY OF WOODLAND A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES, MAINTENANCE AND OPERATION OF DRAINAGE, WATER, SEWER, GAS PIPES, POWER, LIGHTS , SIGNS, TELEPHONE, COMMUNICATION AND TELEVISION CABLES; AND ANY AND ALL OTHER UTILITY SERVICES TOGETHER WITH ANY AND ALL NECESSARY APPURTENANCES IN EACH CASE, IN, OVER AND ACROSS LOTS A THROUGH O, TOGETHER WITH THOSE STRIPS OF LAND SHOWN OR DESIGNATED AS "PUBLIC UTILITY EASEMENT" (P.U.E.).

WE HEREBY RESERVE AN EASEMENT FOR RECIPROCAL PRIVATE ACCESS, DRAINAGE, UTILITIES AND MAINTENANCE ON, OVER, AND ACROSS LOTS A THROUGH O. THIS EASEMENT SHALL BIND AND INURE TO THE BENEFIT OF THE HEIRS, ADMINISTRATORS, EXECUTORS AND SUCCESSORS OF THE GRANTORS AND ARE FOR THE BENEFIT OF LOTS A THROUGH O, SHOWN HEREON.

WE DO HEREBY RELINQUISH ALL ABUTTERS RIGHTS TO INGRESS AND EGRESS TO COUNTY ROAD 25A AS DELINEATED HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THEIR NAMES TO BE SUBSCRIBED ON THIS _____ DAY OF _____ 2024.

AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS AUTHORIZED AGENT

BY: _____

STEVEN S. BENSON, ITS MANAGER

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF)
) §.
COUNTY OF)

ON _____ BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

BY: (NOTARY PUBLIC SIGNATURE) _____
NAME: (PRINT NAME)_____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
NOTARY'S COMMISSION EXPIRES _____
NOTARY'S COMMISSION NUMBER _____

DEDICATION STATEMENT

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE NAME AND ADDRESS OF THE GRANTOR OF THE DEDICATED PROPERTY IS AS FOLLOWS:

AG EHC II (LEN) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP
C/O ESSENTIAL HOUSING ASSET MANAGEMENT, LLC
8585 E. HARTFORD DRIVE, SUITE 118
SCOTTSDALE, AZ 85255

THE LEGAL DESCRIPTION OF THE PROPERTY DEDICATED, IN FEE, IS AS FOLLOWS:

COUNTY ROAD 25A AND COUNTY ROAD 102 SHOWN HEREON.

THE CITY OF WOODLAND SHALL RECONVEY THE PROPERTY TO THE GRANTOR, OR THE SUCCCESSOR(S) IN INTEREST, IF IT DETERMINES PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT IT COMPLIES WITH ALL APPLICABLE CITY ORDINANCES AND CONDITIONS OF APPROVAL.

DATE: _____

_____
BRENT MEYER
COMMUNITY DEVELOPMENT DIRECTOR, CITY OF WOODLAND

COUNTY TAX COLLECTOR'S STATEMENT:

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICER OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS PROPERTY NOR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS' RESOLUTION NO. 89-168, I DO HEREBY CERTIFY ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THEIR NAME TO BE SUBSCRIBED ON THIS _____, DAY OF _____, 2024.

_____
TOM HAYNES, TAX COLLECTOR

BY _____
DEPUTY

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2024, AT _____ IN BOOK _____ OF _____, AT PAGE _____, AT THE REQUEST OF _____ .

_____
COUNTY RECORDER - COUNTY OF YOLO

_____
BY:

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RUBY REALTY INVESTORS, LLC ON NOVEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SIX (6) MONTHS AFTER FILING OF THIS SUBDIVISION MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: _____

_____
MATT D. MORROW, LS 8501

LICENSED LAND SURVEYOR
MATT D MORROW
No. 8501
STATE OF CALIFORNIA

CITY CONSULTANT'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "RUBY ESTATES", AND I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE SUBDIVISION MAP ACT.

DATE: _____

_____
MICHAEL E. LONG, PLS 6815
ON BEHALF OF THE CITY ENGINEER

PROFESSIONAL LAND SURVEYOR
MICHAEL E. LONG
EXP: 9-30-26
No. 6815
STATE OF CALIFORNIA

CITY ENGINEER STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF FINAL MAP ENTITLED "RUBY ESTATES" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY WOODLAND, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

_____
BRENT MEYER, CITY ENGINEER
REGISTRATION: RCE #52587

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT AT ITS REGULARLY SCHEDULED MEETING OF _____, THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVED THIS FINAL MAP OF "RUBY ESTATES", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LAND, RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION.

DATED: _____

_____
ANA GONZALEZ, CITY CLERK, CITY OF WOODLAND

SUBDIVISION MAP NO. 5221
RUBY ESTATES

BEING A MERGER AND RESUBDIVISION OF PARCEL 4, COUNTY ROAD 25A AND A PORTION OF COUNTY ROAD 102 OF MAP NO. 5046, HERITAGE LARGE LOT PARCEL MAP, FILED IN BOOK 2014 AT PAGE 48, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING

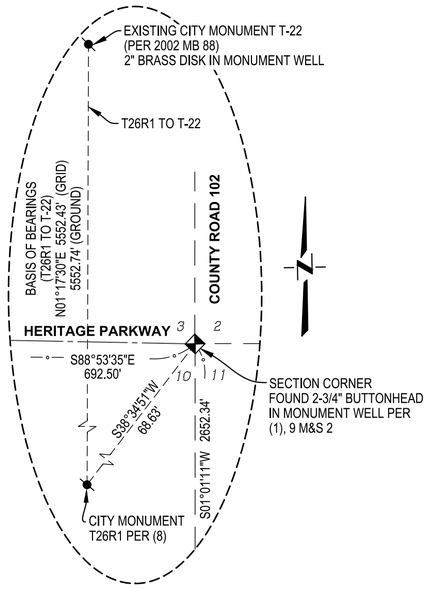
NOVEMBER 2024

SHEET 1 OF 7 SHEETS

PROJECT 1863.20.02

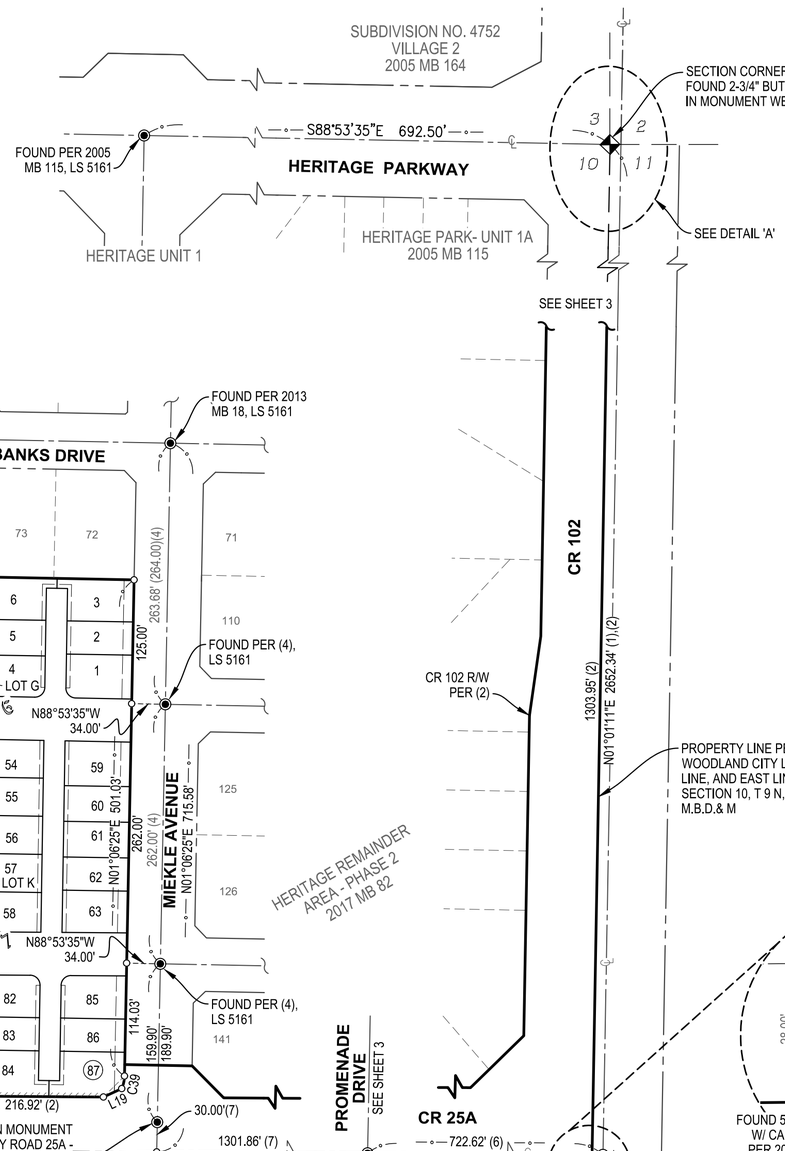
BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE CONNECTING EXISTING CITY MONUMENT T-22 AS SHOWN ON YOLO COUNTY BOOK OF MAPS 2002, PAGE 88, AND CITY MONUMENT T26R1 AS SHOWN ON YOLO COUNTY BOOK OF MAPS 2007, PAGE 175, THE BEARING OF WHICH IS NORTH 01°17'30" EAST (SEE DETAIL "A").



DETAIL 'A'

NTS



LINE TABLE		
LINE	LENGTH	BEARING
L19	20.38	N65°13'42"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	
C1	133.38'	855.00'	8°56'17"	N84°24'07"W, 133.24'	(2)
C25	125.89'	745.00'	9°40'55"	S84°46'26"E, 125.74'	(2)
C39	13.00'	33.00'	22°34'16"	N12°23'33"E, 12.92'	

LEGEND:

o	DIMENSION POINT - NOTHING FOUND OR SET
⌀	FOUND MONUMENT AS DESCRIBED
◉	FOUND CITY MONUMENT IN MONUMENT WELL
⌀	SET 5/8"REBAR WITH PLASTIC CAP - LS 8501
◈	SECTION CORNER-FOUND MONUMENT AS DESCRIBED
////////	ACCESS RIGHTS RELINQUISHED
PUE	PUBLIC UTILITY EASEMENT
O.R.	OFFICIAL RECORDS
PM	PARCEL MAP
PL	PROPERTY LINE
PTN	PORTION
IOD	IRREVOCABLE OFFER OF DEDICATION
CR	COUNTY ROAD
(M)	MEASURED
(R)	RADIAL
(1)	RECORD DATA PER 2000 PM 16
(2)	RECORD DATA PER 2014 MB 48
(3)	RECORD DATA PER 2015 MB 45
(4)	RECORD DATA PER 2017 MB 82
(5)	RECORD DATA PER DOC #2020 O.R. 0016647
(6)	COUNTY ROAD 25A IMPROVEMENTS, 09/08/20
(7)	COUNTY ROAD 25A IMPROVEMENTS, 12/14/20
(8)	RECORD DATA PER 2007 RS 175
(9)	RECORD DATA PER CR25A: PARKLAND AVENUE TO MIEKLE

NOTES:

1. THE SUM OF THE PARTS OF A LINE, CURVE OR AREA MAY NOT BE EQUAL TO THE WHOLE LENGTH OR ACREAGE DUE TO ROUNDING.
2. ALL DISTANCES ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN, AND ARE EXPRESSED IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
3. EASEMENTS OR OTHER ENCUMBRANCES MAY AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
4. REAR LOT CORNERS WILL BE MONUMENTED BY A 5/8" X 18" REBAR WITH PLASTIC CAP - LS 8501. FRONT CORNERS WILL BE MONUMENTED BY A 1" BRASS DISC IN SIDEWALK - LS 8501, PRODUCED 1.00 FEET FROM PROPERTY CORNER INTO CONCRETE SIDEWALK.
5. LOTS A, B, AND C, SHOWN HEREON, ARE COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND CONTAIN PUBLIC UTILITY EASEMENTS TOGETHER WITH PRIVATE ACCESS, DRAINAGE, UTILITY AND MAINTENANCE EASEMENT, AS DESCRIBED IN THE OWNER'S STATEMENT HEREON.
6. LOTS D THROUGH O, SHOWN HEREON, ARE SUBDIVISION TRAIL & WALKWAY PASEO LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND CONTAIN PUBLIC UTILITY EASEMENTS TOGETHER WITH PRIVATE ACCESS, DRAINAGE, UTILITY AND MAINTENANCE EASEMENTS, AS DESCRIBED IN THE OWNER'S STATEMENT HEREON.

100 50 0 100 200

SCALE: 1" = 100'

SUBDIVISION MAP NO. 5221

RUBY ESTATES

BEING A MERGER AND RESUBDIVISION OF PARCEL 4, COUNTY ROAD 25A AND A PORTION OF COUNTY ROAD 102 OF MAP NO. 5046, HERITAGE LARGE LOT PARCEL MAP, FILED IN BOOK 2014 AT PAGE 48, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING

NOVEMBER 2024

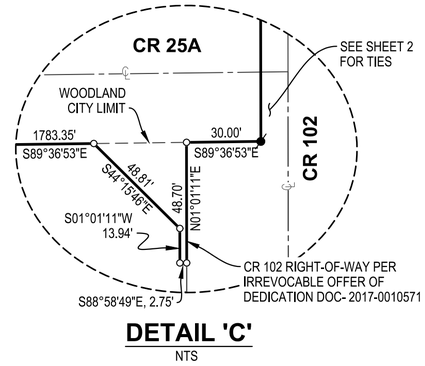
SHEET 2 OF 7 SHEETS

FINAL SUBMITTAL

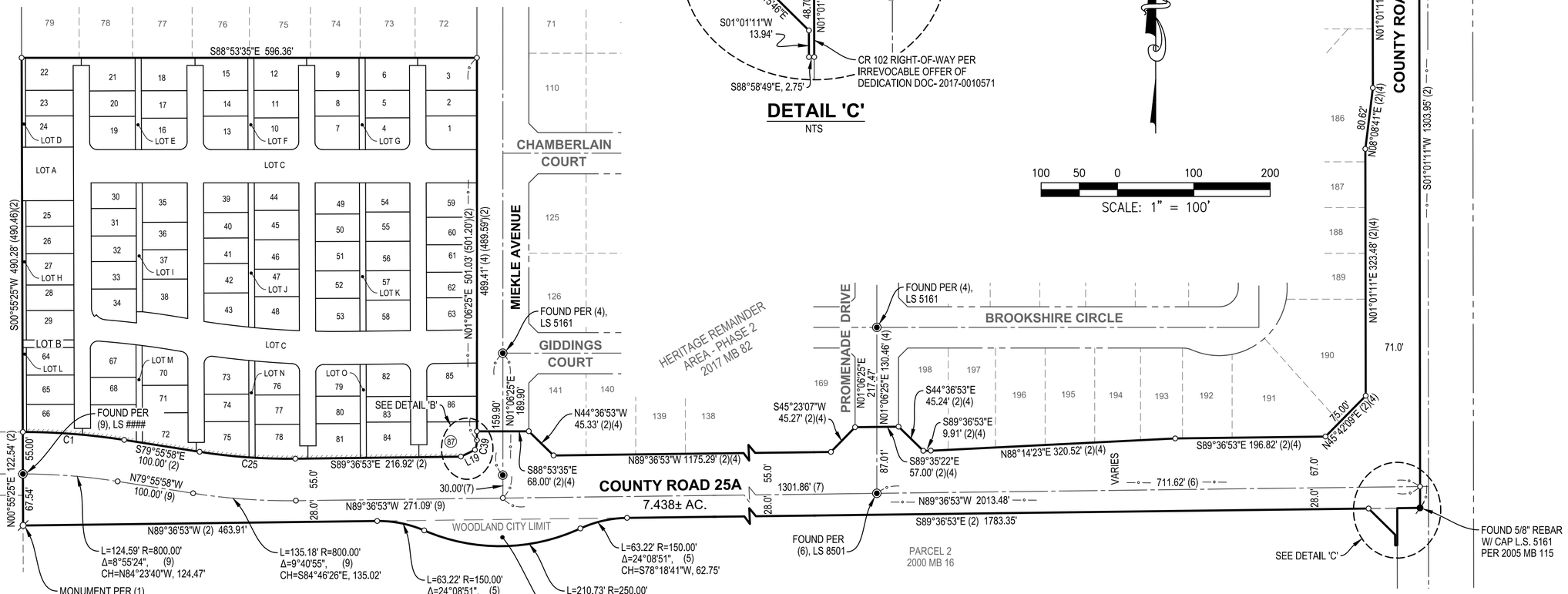
PROJECT 1863.20.02

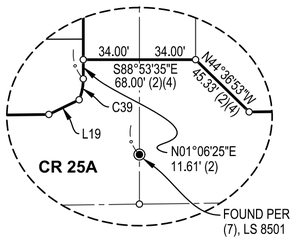
LINE TABLE		
LINE	LENGTH	BEARING
L19	20.38	N65°13'42"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	
C1	133.38'	855.00'	8°56'17"	N84°24'07"W, 133.24'	(2)
C25	125.89'	745.00'	9°40'55"	S84°46'26"E, 125.74'	(2)
C39	13.00'	33.00'	22°34'16"	N12°23'33"E, 12.92'	



DETAIL 'C'
NTS





DETAIL 'B'
NTS

SEE SHEET 2 FOR LEGEND & NOTES

SUBDIVISION MAP NO. 5221

RUBY ESTATES

BEING A MERGER AND RESUBDIVISION OF PARCEL 4, COUNTY ROAD 25A AND A PORTION OF COUNTY ROAD 102 OF MAP NO. 5046, HERITAGE LARGE LOT PARCEL MAP, FILED IN BOOK 2014 AT PAGE 48, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

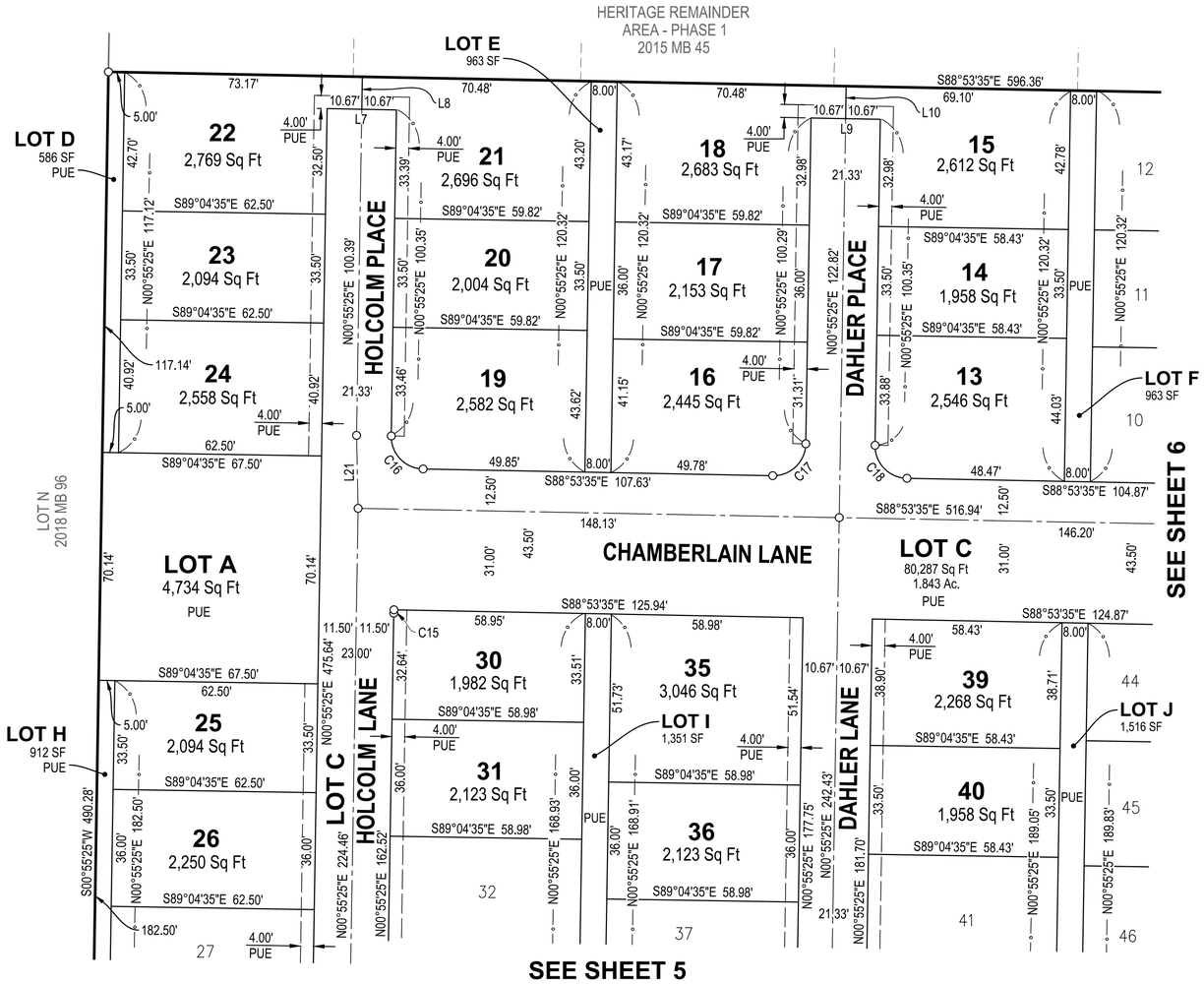
CUNNINGHAM ENGINEERING

NOVEMBER 2024

SHEET 3 OF 7 SHEETS

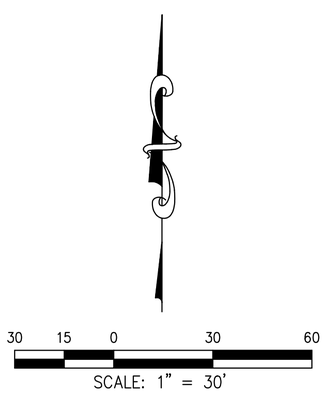
PRELIMINARY

PROJECT 1863.20.02



LINE TABLE		
LINE	LENGTH	BEARING
L7	21.33	S88°53'35"E
L8	10.00	N00°55'25"E
L9	21.33	S88°53'35"E
L10	10.00	N00°55'25"E
L21	22.45	N01°12'12"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C15	1.06'	19.50'	3°07'22"	S02°29'06"W, 1.06'
C16	15.68'	10.00'	89°49'00"	S43°59'05"E, 14.12'
C17	15.74'	10.00'	90°11'00"	N46°00'55"E, 14.16'
C18	15.68'	10.00'	89°49'00"	S43°59'05"E, 14.12'



SUBDIVISION MAP NO. 5221

RUBY ESTATES

BEING A MERGER AND RESUBDIVISION OF PARCEL 4, COUNTY ROAD 25A AND A PORTION OF COUNTY ROAD 102 OF MAP NO. 5046, HERITAGE LARGE LOT PARCEL MAP, FILED IN BOOK 2014 AT PAGE 48, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

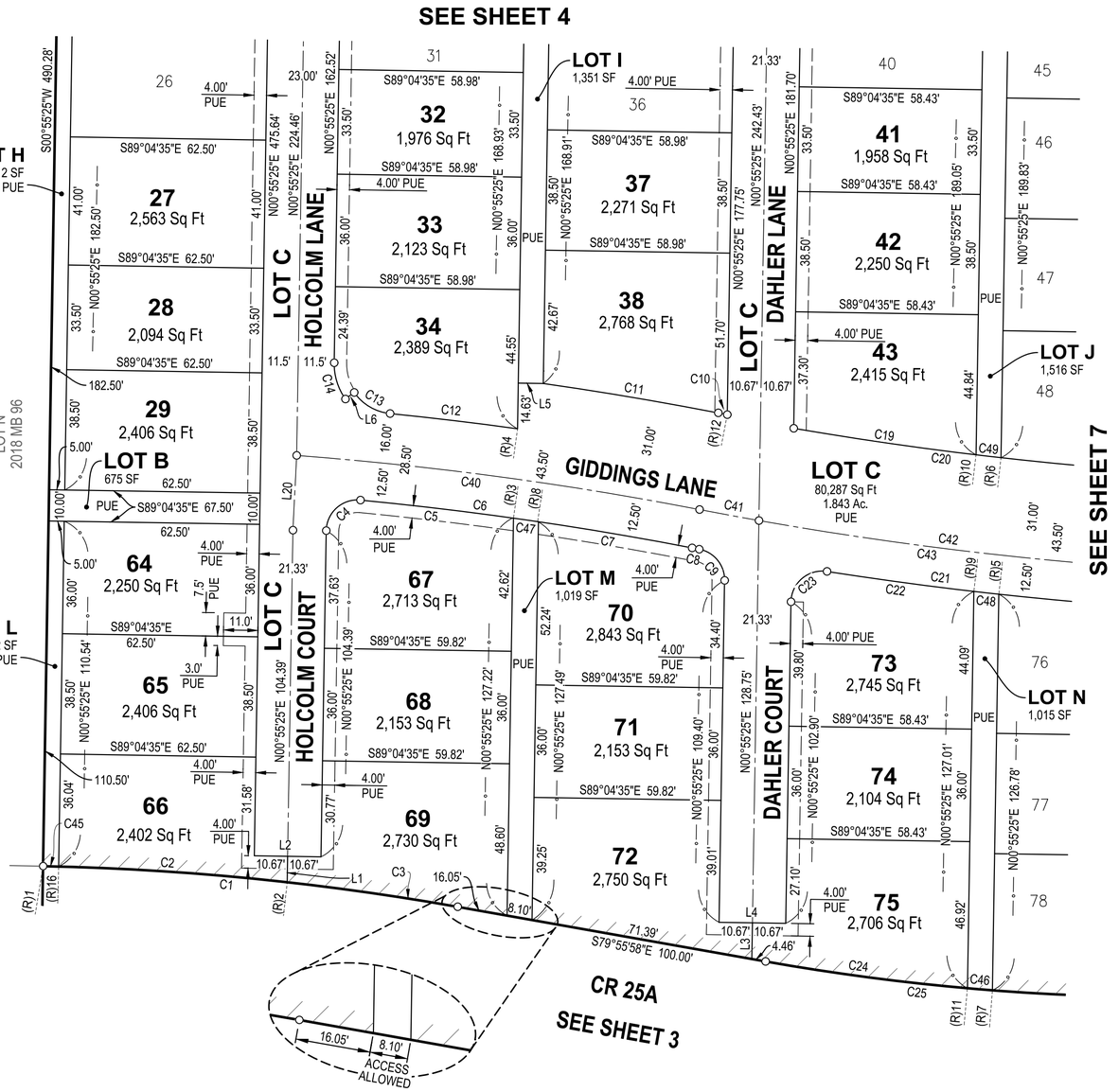
CUNNINGHAM ENGINEERING

NOVEMBER 2024

SHEET 4 OF 7 SHEETS

SEE SHEET 2 FOR LEGEND & NOTES

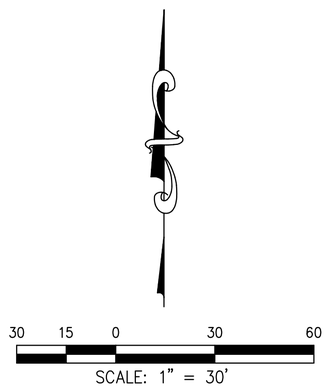
PROJECT 1863.20.02



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.29	N00°55'25"E
L2	21.33	S89°04'35"E
L3	11.59	N00°55'25"E
L4	21.33	S89°04'35"E
L5	8.00	N89°04'35"W
L6	3.50	S54°56'05"W (R)
L20	23.95	N02°55'05"E

RADIAL BEARINGS	
(R)1	N01°07'45"E
(R)2	N06°22'31"E
(R)3	N07°59'05"E
(R)4	N07°51'00"E
(R)5	S06°13'01"W
(R)6	S06°25'01"W
(R)7	N04°26'22"E
(R)8	N08°23'59"E
(R)9	S06°36'05"W
(R)10	S06°48'58"W
(R)11	N05°03'22"E
(R)12	S10°49'10"W
(R)16	N1°27'50"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	133.38'	855.00'	8°56'17"	N84°24'07"W, 133.24'
C2	73.29'	855.00'	4°54'41"	N86°04'49"W, 73.27'
C3	55.09'	855.00'	3°41'31"	N81°46'44"W, 55.08'
C4	16.50'	10.00'	94°31'31"	S48°11'11"W, 14.69'
C5	49.28'	1113.50'	2°32'09"	N83°16'59"W, 49.28'
C6	107.20'	1113.50'	5°30'57"	N81°47'35"W, 107.16'
C7	49.85'	1113.50'	2°33'54"	N80°19'04"W, 49.85'
C8	2.31'	1197.50'	0°06'38"	S79°05'26"E, 2.31'
C9	13.97'	10.00'	80°04'10"	N39°06'40"W, 12.87'
C10	2.92'	1153.50'	0°08'43"	S79°06'28"E, 2.92'
C11	56.75'	1157.50'	2°48'33"	N80°26'23"W, 56.75'
C12	41.06'	1142.00'	2°03'36"	N83°10'49"W, 41.06'
C13	13.72'	16.00'	49°08'41"	S59°38'16"E, 13.31'
C14	12.25'	19.50'	35°59'20"	S17°04'15"E, 12.05'
C19	58.92'	1154.00'	2°55'32"	S81°43'16"E, 58.92'
C20	125.55'	1154.00'	6°14'01"	S83°22'30"E, 125.49'
C21	104.50'	1197.50'	5°00'00"	S83°37'53"E, 104.47'
C22	47.39'	1197.50'	2°16'03"	S82°15'54"E, 47.39'
C23	17.09'	10.00'	97°56'43"	S49°53'46"W, 15.09'
C24	65.16'	745.00'	5°00'40"	S82°26'18"E, 65.14'
C25	125.89'	745.00'	9°40'55"	S84°46'26"E, 125.74'
C40	130.06'	1126.00'	6°37'05"	N82°20'39"W, 129.99'
C41	19.31'	1185.00'	0°56'01"	S79°30'07"E, 19.31'
C42	146.98'	1185.00'	7°06'24"	S83°31'20"E, 146.89'
C43	218.49'	1185.00'	10°33'51"	S84°19'02"E, 218.18'
C44	52.20'	1185.00'	2°31'25"	S88°20'15"E, 52.19'
C45	5.00'	855.00'	0°20'06"	N88°42'13"W, 5.00'
C46	8.02'	745.00'	0°37'00"	S85°15'08"E, 8.02'
C47	8.06'	1113.50'	0°24'54"	N81°48'28"W, 8.06'
C48	8.04'	1197.50'	0°23'04"	S83°35'27"E, 8.04'
C49	8.04'	1154.00'	0°23'57"	S83°23'00"E, 8.04'



SUBDIVISION MAP NO. 5221

RUBY ESTATES

BEING A MERGER AND RESUBDIVISION OF PARCEL 4, COUNTY ROAD 25A AND A PORTION OF COUNTY ROAD 102 OF MAP NO. 5046, HERITAGE LARGE LOT PARCEL MAP, FILED IN BOOK 2014 AT PAGE 48, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING

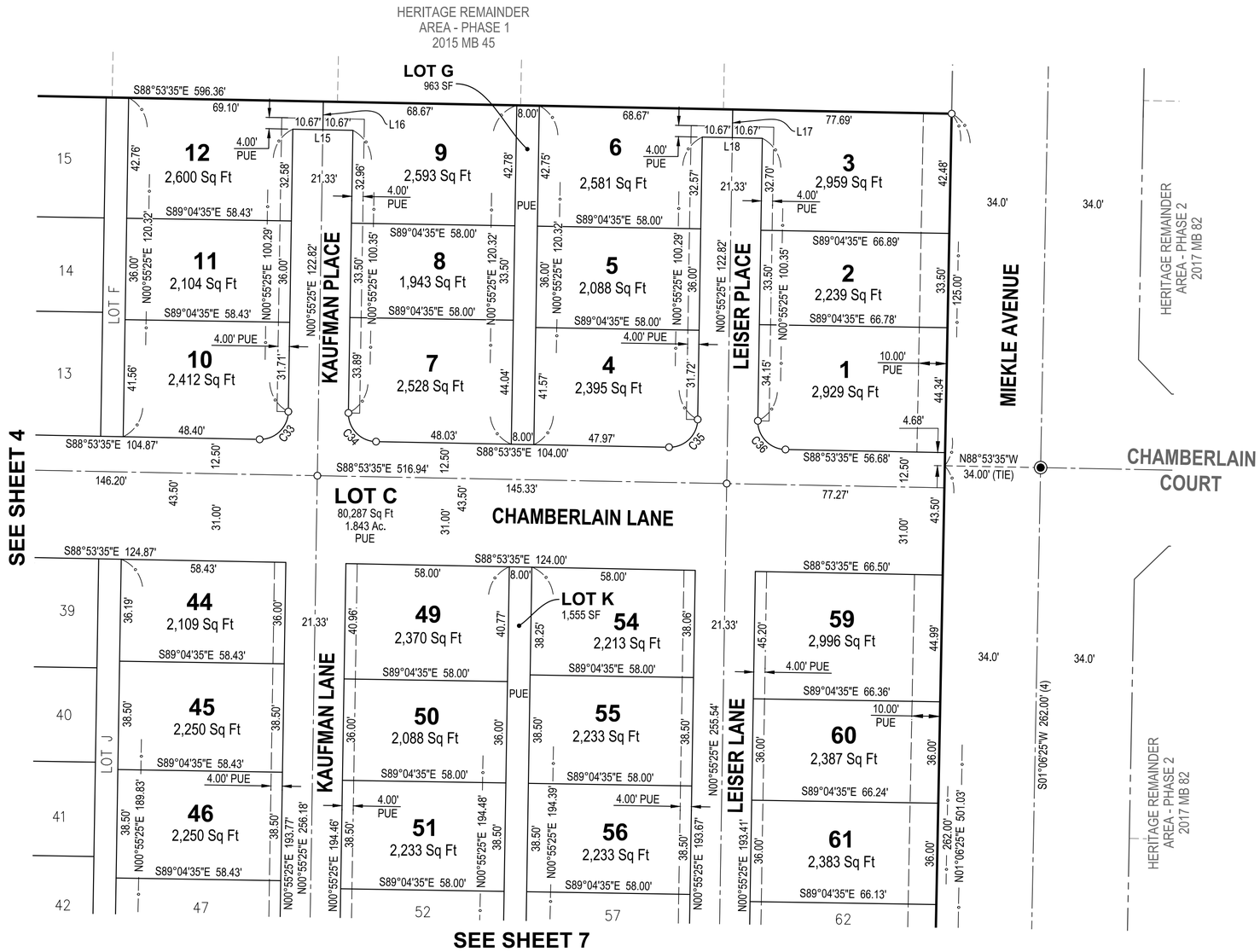
NOVEMBER 2024

SHEET 5 OF 7 SHEETS

PRELIMINARY

SEE SHEET 2 FOR LEGEND & NOTES

PROJECT 1863.20.02



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C33	15.74'	10.00'	90°11'00"	N46°00'55"E, 14.16'
C34	15.68'	10.00'	89°49'00"	S43°59'05"E, 14.12'
C35	15.74'	10.00'	90°11'00"	N46°00'55"E, 14.16'
C36	15.68'	10.00'	89°49'00"	S43°59'05"E, 14.12'

LINE TABLE		
LINE	LENGTH	BEARING
L15	21.33	S88°53'35"E
L16	10.00	N00°55'25"E
L17	10.00	N00°55'25"E
L18	21.33	S88°53'35"E

30 15 0 30 60

SCALE: 1" = 30'

SUBDIVISION MAP NO. 5221

RUBY ESTATES

BEING A MERGER AND RESUBDIVISION OF PARCEL 4, COUNTY ROAD 25A AND A PORTION OF COUNTY ROAD 102 OF MAP NO. 5046, HERITAGE LARGE LOT PARCEL MAP, FILED IN BOOK 2014 AT PAGE 48, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

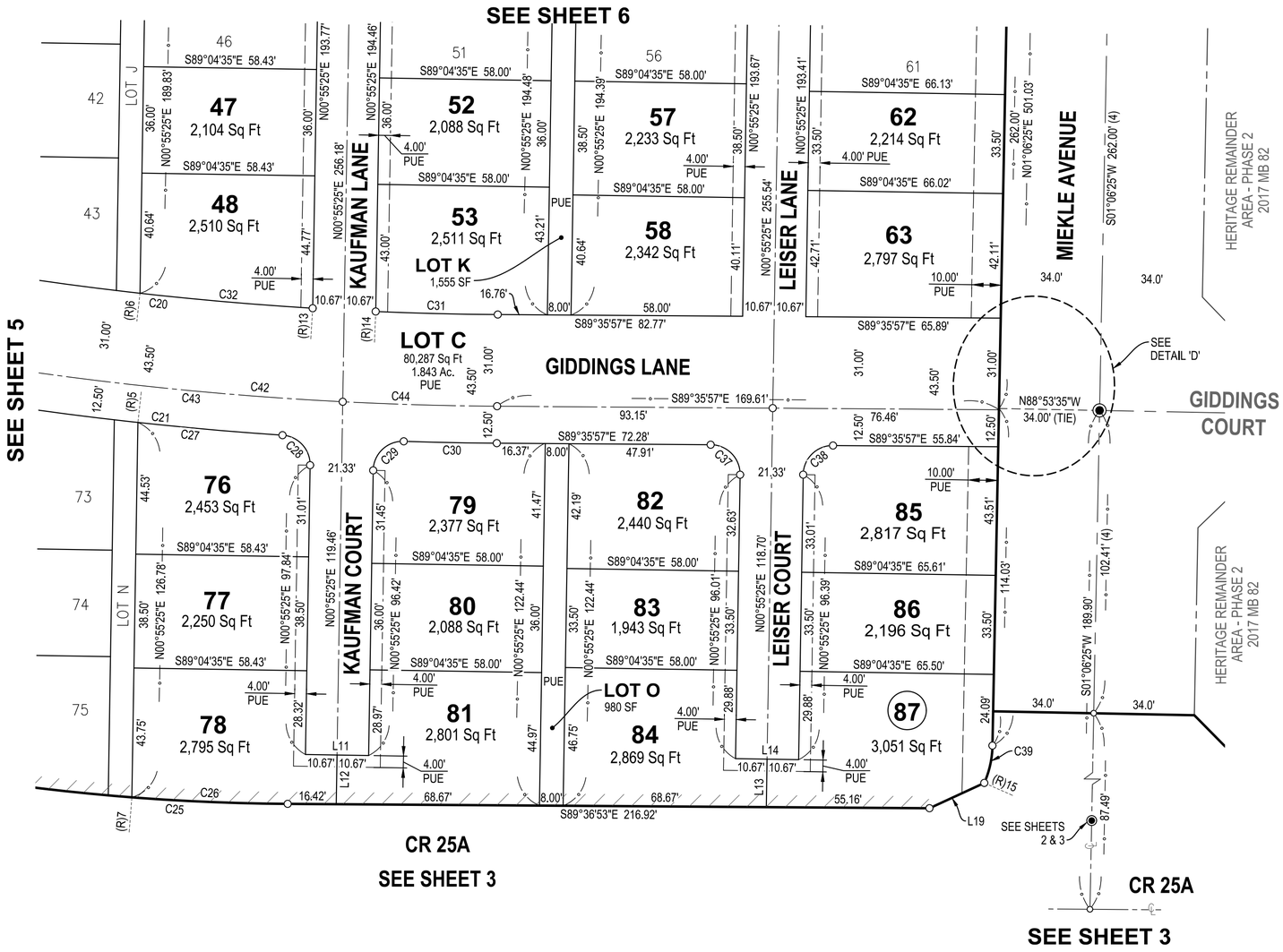
CUNNINGHAM ENGINEERING

NOVEMBER 2024

SHEET 6 OF 7 SHEETS

SEE SHEET 2 FOR LEGEND & NOTES

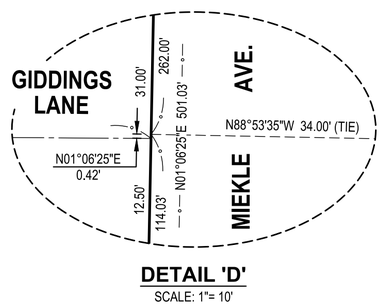
PROJECT 1863.20.02



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C20	125.55'	1154.00'	6°14'01"	S83°22'30"E, 125.49'
C21	104.50'	1197.50'	5°00'00"	S83°37'53"E, 104.47'
C25	125.89'	745.00'	9°40'55"	S84°46'26"E, 125.74'
C26	52.71'	745.00'	4°03'15"	S87°35'16"E, 52.70'
C27	49.08'	1197.50'	2°20'53"	S84°57'26"E, 49.07'
C28	15.19'	10.00'	87°03'18"	N42°36'14"W, 13.77'
C29	15.88'	10.00'	90°58'57"	S46°24'54"W, 14.26'
C30	31.46'	1197.50'	1°30'20"	S88°50'48"E, 31.46'
C31	41.24'	1154.00'	2°02'51"	S88°34'32"E, 41.24'
C32	58.59'	1154.00'	2°54'31"	S85°02'15"E, 58.58'
C37	15.80'	10.00'	90°31'22"	N44°20'16"W, 14.21'
C38	15.62'	10.00'	89°28'38"	S45°39'44"W, 14.08'
C39	13.00'	33.00'	22°34'16"	N12°23'33"E, 12.92'
C42	146.98'	1185.00'	7°06'24"	S83°31'20"E, 146.89'
C43	218.49'	1185.00'	10°33'51"	S84°19'02"E, 218.18'
C44	52.20'	1185.00'	2°31'25"	S88°20'15"E, 52.19'

LINE TABLE		
LINE	LENGTH	BEARING
L11	21.33	S89°04'35"E
L12	16.65	N00°55'25"E
L13	16.22	N00°55'25"E
L14	21.33	S89°04'35"E
L19	20.38	N65°13'42"E

RADIAL BEARINGS	
(R)5	S06°13'01"W
(R)6	S06°25'01"W
(R)7	N04°26'22"E
(R)13	S03°30'30"W
(R)14	S02°26'54"W
(R)15	S66°19'19"E



DETAIL 'D'
SCALE: 1"= 10'

30 15 0 30 60
SCALE: 1" = 30'

SUBDIVISION MAP NO. 5221
RUBY ESTATES

BEING A MERGER AND RESUBDIVISION OF PARCEL 4, COUNTY ROAD 25A AND A PORTION OF COUNTY ROAD 102 OF MAP NO. 5046, HERITAGE LARGE LOT PARCEL MAP, FILED IN BOOK 2014 AT PAGE 48, YOLO COUNTY RECORDS
CITY OF WOODLAND YOLO COUNTY CALIFORNIA

CUNNINGHAM ENGINEERING
NOVEMBER 2024
SHEET 7 OF 7 SHEETS

SEE SHEET 2 FOR LEGEND & NOTES

PROJECT 1863.20.02

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 2783)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5221

between

THE CITY OF WOODLAND

a California municipal corporation

and

AG EHC II (LEN) CA 2, L.P.

A Delaware limited partnership

and

LENNAR HOMES OF CALIFORNIA, LLC

a California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5221

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 2024, by and between the CITY OF WOODLAND, a California municipal corporation ("City") AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership ("Owner"), and Lennar Homes of California, LLC., a California limited liability company ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Owner's tentative subdivision map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland City Council on July 19, 2022. The tentative subdivision map is identified in City records as Subdivision Map No. 5221, Ruby Estates Subdivision ("Map").

B. Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement, with the consent of Owner.

C. Developer has submitted and requests approval of Final Map No. 5221, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 16 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 16 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer, Owner and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Owner's and Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for the Property.

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on July 19, 2022.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Owner and Developer execute and record this Agreement in the Recorder's Office of the County of Yolo; (c) the City Council of the City of Woodland ("City Council") approves the final map for the Property; and (d) Owner records the final map for the Property in the Recorder's Office of the County of Yolo. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public

Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until

they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by December 3, 2025 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable

and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise it rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq*., of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping

in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Four Million One Hundred Five Thousand, Three Hundred Forty Dollars **($4,105,340.00),** which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Two Million Fifty-Two Thousand Six Hundred Seventy Dollars **($2,052,670.00)**, which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer but shall not be responsible for routine maintenance after acceptance by City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Owner and Developer shall jointly and severally defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification

excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Owner's and Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars ($1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. 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; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

14.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars ($1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required

by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars ($1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and 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 of this Agreement.

14.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing 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.

14.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

> **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 this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

Primary 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.

Severability: In the event 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 the claim is made 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.

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 City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

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

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

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

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 City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

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 City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer or City and Owner. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor, or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter 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.

17.2 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.

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated 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 Developer include all personnel, employees, agents, and subcontractors of Developer, 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.

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:	DEVELOPER:	OWNER:
City of Woodland	Lennar Homes of California, LLC	AG EHC II (LEN) CA 2, L.P.
300 First Street	1025 Creekside Ridge, Suite #240	8585 E. Hartford Dr, Suite118
Woodland, CA 95695	Roseville, CA 95678	Scottsdale, AZ 85255
Attn: City Engineer	Attn: Division President	

A copy of any notice sent to the owner, AG EHC II (LEN) CA 2, L.P., shall be sent to the following address:

Quarles & Brady LLP
Two North Central Avenue
Phoenix, AZ 85004
Attn: Jason F. Wood

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

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

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's

obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

17.10 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.

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual

attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to 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. If the work to be performed under this Agreement by Developer is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer 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 Developer and its contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF WOODLAND

By_____
Ken Hiatt, City Manager

AG EHC II (LEN) CA 2, L.P.
a Delaware limited partnership

By: Essential Housing Asset Management, LLC,,
an Arizona limited liability company,
its Authorized Agent

By: _____
Steven S. Benson, its Manager

ATTEST:

By:_____
Sarah Lansburgh, City Clerk

_____

LENNAR HOMES OF CALIFORNIA, LLC

By: _____
Signature

_____
Print Name

_____
Title

NOTE: OWNER'S, DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

SUBDIVISION NO. 5221– RUBY ESTATES SUBDIVISION
SUBDIVISIONS OF REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

APN: 042-030-054

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 5221

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

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

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans listed below and incorporated into this agreement by reference:

- Grading Plans for Ruby Estates, (Subdivision No. 5221)
- Civil Improvement Plans for Ruby Estates (Subdivision No. 5221)
- Landscape Improvement Plans for Ruby Estates, Subdivision No. 5221
- Landscape Improvement Plans for Ruby Estates Offsite 25A Corridor, Subdivision No. 5221

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5221

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

Ruby Estates Subdivision

Bond No.:	Faithful Performance Bond:	$4,105,340.00
Surety:	Payment Bond:	$2,052,670.00
Attorney-in-fact:	Guarantee and Warranty:	$410,534.00
Address:		

AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS
FOR RUBY ESTATES SUBDIVISION

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2024 ("Effective Date") by and between Lennar Homes of California, LLC., a California Limited Liability Company with its principal office located at 1025 Creekside Ridge, Suite #240, Roseville, CA 95678, ("Developer"), and the City of Woodland, a California municipal corporation ("City").

2. Recitals

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

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

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

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

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is Three Hundred Thirty-Five Thousand One Hundred Twenty Dollars ($335,120) ("Purchase Price"), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit "A,", Based on Engineer's Estimates as set forth in Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ('Prevailing Wage Laws'), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than $1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

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

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

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

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

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

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the

date first above written.

CITY OF WOODLAND

By: _____
Ken Hiatt, City Manager

ATTEST:

_____
Sarah Lansburgh, City Clerk

LENNAR HOMES OF CALIFORNIA, LLC

By: _____
Signature

Larry Gualco
Print Name

Vice President
Title

EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED

	SCHEDULE					
Item No.	**CONSTRUCTION ITEM DESCRIPTION**	**UNITS**	**QTY**	**TOTAL ESTIMATED COST**	**FUND SOURCE**	**NOTES**
1	CMU Retaining Wall	LF	450	$230,000	SLIF CREDITS	
2	Landscape and Irrigation	EA	1	$40,260	SLIF CREDITS	
	Sub Total			$270,260		
	Overhead, Engineering, CM staking, inspection Etc. fixed at 24%	LS		$64,860	SLIF CREDITS	
			TOTAL	$335,120		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLE SLIF CONSTRUCTION COSTS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: RUBY ESTATES
BASED ON: CD SET DATED MAY 2024
PREPARED BY: ZH/NC
REVISED: MAY 24, 2024

INTRACT IMPROVEMENTS - 87 LOTS
(Unit costs taken from MGE estimate dated December 2023 w/ a 3% escalation)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	PUBLIC IMPROVEMENT COST*
I.	GRADING & EROSION CONTROL							
1.	CLEAR & GRUB	7	AC	$2,600.00	$18,200	$0	$18,200	$18,200
2.	ROUGH GRADING (Export)	8,100	CY	$15.50	$125,600	$0	$125,600	$125,600
3.	ROUGH GRADING (Within Site)	3,400	CY	$6.25	$21,300	$0	$21,300	$21,300
4.	PAD FINISHED GRADING	87	EA	$540.00	$47,000	$0	$47,000	$47,000
5.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	72,440	SF	$0.70	$50,700	$0	$50,700	$50,700
6.	PATHWAY FINISH GRADING, CMPT. SUB-GRADE	250	SF	$0.70	$200	$0	$200	$200
7.	EROSION CONTROL	7	AC	$5,400.00	$37,800	$0	$37,800	$37,800
		GRADING & EROSION CONTROL SUB-TOTAL			$300,800	$0	$300,800	$300,800
II.	STREET WORK & CONCRETE							
8.	4" AC PAVEMENT (Private Drive, Private Lanes, and Private Ways)	51,800	SF	$2.75	$142,500	$0	$142,500	$0
9.	12" AGGREGATE BASE (Private Drive, Private Lanes, and Private Ways - Road/Curb/Gutter)	64,690	SF	$3.25	$210,200	$0	$210,200	$0
10.	3" AC PAVEMENT (Parking Stalls)	7,750	SF	$2.25	$17,400	$0	$17,400	$0
11.	9" AGGREGATE BASE (Parking Stalls)	7,750	SF	$1.80	$14,000	$0	$14,000	$0
12.	SURVEY MONUMENTS (Miekle Avenue)	2	EA	$1,100.00	$2,200	$0	$2,200	$2,200
13.	SIGNAGE AND STRIPING	1	LS	$35,000.00	$35,000	$0	$35,000	$1,000
14.	6" BARRIER CURB	1,169	LF	$31.00	$36,200	$0	$36,200	$0
15.	VERTICAL CURB & GUTTER	1,000	LF	$33.00	$33,000	$0	$33,000	$0
16.	ROLLED CURB & GUTTER	1,910	LF	$31.00	$59,200	$0	$59,200	$0
17.	10" MODIFIED ROLLED CURB	1,377	LF	$36.00	$49,600	$0	$49,600	$0
18.	VALLEY GUTTER	1,165	LF	$46.00	$53,600	$0	$53,600	$0
19.	TOTER REFUGE	52	LF	$10.50	$500	$0	$500	$0
20.	4" CONCRETE PATH ON 4" AB WITH THICKENED EDGE (CR25A)	250	SF	$20.00	$5,000	$0	$5,000	$5,000
21.	MAIL BOX PAD	8	EA	$2,600.00	$20,800	$0	$20,800	$0
22.	CMU WALL WITH RETAINING (6' height at pad)	568	LF	$405.00	$230,000	$230,000	$0	$230,000
23.	24' WIDE COMMERCIAL DRIVEWAY (incl stamped concrete)	2	EA	$8,500.00	$17,000	$0	$17,000	$17,000
24.	PEDESTRIAN RAMPS (incl. detectable warnings)	14	EA	$2,000.00	$28,000	$0	$28,000	$0
		STREET WORK & CONCRETE SUB-TOTAL			$954,200	$230,000	$724,200	$255,200
III.	STORM DRAINAGE							
25.	8" SDR-35 PVC STORM DRAIN	478	LF	$80.00	$38,240	$0	$38,240	$0
26.	12" SDR-35 PVC STORM DRAIN	515	LF	$100.00	$51,500	$0	$51,500	$0
27.	18" RCP STORM DRAIN	358	LF	$130.00	$46,500	$0	$46,500	$0
28.	19" x 30" ELLIPTICAL RCP CULVERT	32	LF	$210.00	$6,700	$0	$6,700	$6,700
29.	19" x 30" ELLIPTICAL RCP FLAIRED END SECTION	2	EA	$4,100.00	$8,200	$0	$8,200	$8,200
30.	TYPE I SD MANHOLE (36" pipe max.)	12	EA	$7,750.00	$93,000	$0	$93,000	$15,500
31.	DROP INLET	8	EA	$4,900.00	$39,200	$0	$39,200	$0
32.	CONNECT TO EXISTING	2	EA	$1,300.00	$2,600	$0	$2,600	$2,600
		STORM DRAINAGE SUB-TOTAL			$285,940	$0	$285,940	$33,000
IV.	SEWER SYSTEM							
33.	8" SDR-26 PVC	2,380	LF	$82.00	$195,200	$0	$195,200	$195,200
34.	48" SEWER MANHOLE	16	EA	$11,250.00	$180,000	$0	$180,000	$180,000
35.	4" SEWER SERVICE	87	EA	$2,000.00	$174,000	$0	$174,000	$174,000
36.	CONNECT TO EXISTING	1	EA	$7,750.00	$7,800	$0	$7,800	$7,800
		SEWER SYSTEM SUB-TOTAL			$557,000	$0	$557,000	$557,000
V.	WATER SYSTEM							
37.	4" WATER MAIN (incl. fittings)	822	LF	$55.00	$45,200	$0	$45,200	$45,200
38.	8" WATER MAIN (incl. fittings)	2,107	LF	$82.00	$172,800	$0	$172,800	$172,800
39.	8" VALVE	31	EA	$4,600.00	$142,600	$0	$142,600	$142,600
40.	1.5" WATER SERVICE	87	EA	$3,600.00	$313,200	$0	$313,200	$313,200
41.	FIRE HYDRANT AND ASSEMBLY	5	EA	$12,400.00	$62,000	$0	$62,000	$62,000
42.	REMOVE EXISTING FIRE HYDRANT	1	EA	$7,500.00	$7,500	$0	$7,500	$7,500
43.	CONNECT TO EXISTING	2	EA	$5,200.00	$10,400	$0	$10,400	$10,400
44.	IRRIGATION POC, 2" SERVICE, 2" METER AND BACKFLOW	1	EA	$3,100.00	$3,100	$0	$3,100	$3,100
45.	4" BLIND FLANGE, TAP, AND CORPORATION VALVE	8	EA	$4,900.00	$39,200	$0	$39,200	$39,200
		WATER SYSTEM SUB-TOTAL			$796,000	$0	$796,000	$796,000
VI.	STREETLIGHTS							
46.	STREET LIGHT RELOCATION	2	EA	$5,000.00	$10,000	$0	$10,000	$10,000
47.	STREET LIGHTS (15' SINGLE-Including wire, poles, pedestals)	11	EA	$10,000.00	$110,000	$0	$110,000	$0
		STREETLIGHTS SUB-TOTAL			$120,000	$0	$120,000	$10,000
VII.	JOINT TRENCH							
48.	JOINT TRENCH (incl. services stubbed to each lot)	87	EA	$7,250.00	$630,800	$0	$630,800	$0
		JOINT TRENCH SUB-TOTAL			$630,800	$0	$630,800	$0

SUMMARY

I.	GRADING & EROSION CONTROL	$300,800	$0	$300,800	$300,800
II.	STREET WORK & CONCRETE	$954,200	$230,000	$724,200	$255,200
III.	STORM DRAINAGE	$285,940	$0	$285,940	$33,000
IV.	SEWER SYSTEM	$557,000	$0	$557,000	$557,000
V.	WATER SYSTEM	$796,000	$0	$796,000	$796,000
VI.	STREETLIGHTS	$120,000	$0	$120,000	$10,000
VII.	JOINT TRENCH	$630,800	$0	$630,800	$0
	SUB-TOTAL:	$3,644,700	$230,000	$3,414,700	$1,952,000
	10% CONSTRUCTION CONTINGENCY:	$364,470	$23,000	$341,470	$195,200
	TOTAL COST :	**$4,009,200**	**$253,000**	**$3,756,200**	**$2,147,200**

*Public Improvement Costs column provided for calculation of Security Bond. Dollars shown are a subset of the Total Cost column.

EXHIBIT B

ENGINEER'S OPINION OF PROBABLE SLIF CONSTRUCTION COSTS

LANDSCAPE ARCHITECTS OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT:RUBY ESTATES
BASED ON: CD SET DATED 10/07/2024
PREPARED BY: SCF
REVISED: NOV. 21, 2024

COUNTY ROAD 25A & MIEKEL AVE FRONTAGE IMPROVMEENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF
VIII.	LANDSCAPE -COUNTY RD 25 FRONTAGE-CITY MAINTAINED						
1.	GENERAL CONDITIONS REMOVAL AND REPAIR	1	JOB	$6,000.00	$6,000	$6,000	$0
2.	PEDESTRIAN CONCRETE	265	SF	$15.00	$4,000	$4,000	$0
3.	FINISH GRADING	2,500	SF	$1.50	$3,800	$3,800	$0
4.	SLEEVING	20	LF	$6.00	$100	$100	$0
5.	MAINLINE	100	LF	$30.00	$3,000	$3,000	$0
6.	LATERAL AND SPRINKLERS	2,300	SF	$2.50	$5,800	$5,800	$0
7.	LATERAL AND BUBBLERS TO VINES	20	EA	$65.00	$1,300	$1,300	$0
8.	REMOTE CONTROL VALVES	5	EA	$600.00	$3,000	$3,000	$0
9.	SOIL PREPARATION	2,500	SF	$1.25	$3,100	$3,100	$0
10.	SHRUBS - 5 GALLON	130	EA	$38.00	$4,900	$4,900	$0
11.	3" DEPTH TOP DRESS (SHRUBS)	2,500	SF	$0.65	$1,600	$1,600	$0
		LANDSCAPE COUNTY RD. 25 SUB-TOTAL			$36,600	$36,600	$0
				10% CONTINGANCY	$3,660	$3,660	$0
				TOTAL	40,260.00	40,260.00	0.00
IX.	LANDSCAPE -MIEKEL AVE FRONTAGE - HOA MAINTAINED						
1.	FINISH GRADING	3,500	SF	$1.50	$5,300	$0	$5,300
2.	SLEEVING	140	LF	$6.00	$800	$0	$800
3.	MAINLINE	400	LF	$30.00	$12,000	$0	$12,000
4.	LATERAL AND SPRINKLERS	3,500	SF	$2.50	$8,800	$0	$8,800
5.	LATERAL AND BUBBLERS TO TREES	8	EA	$65.00	$500	$0	$500
6.	REMOTE CONTROL VALVES	5	EA	$600.00	$3,000	$0	$3,000
7.	SOIL PREPARATION	3,500	SF	$1.25	$4,400	$0	$4,400
8.	15 GALLON TREES	8	EA	$185.00	$1,500	$0	$1,500
9.	SHRUBS - 5 GALLON	31	EA	$38.00	$1,200	$0	$1,200
10.	SHRUBS - 1 GALLON	611	EA	$18.00	$11,000	$0	$11,000
11.	3" DEPTH TOP DRESS (SHRUBS)	3,500	SF	$0.65	$2,300	$0	$2,300
		LANDSCAPE COUNTY RD. 25 SUB-TOTAL			$50,800	$0	$50,800
				10% CONTINGANCY	$5,080	$0	$5,080
				TOTAL	55,880.00	0.00	$55,880
	Total cost (pre-contingency)				87,400.00	36,600.00	50,800.00
	10% contingency				8,740.00	3,660.00	5,080.00
	Total cost				96,140.00	40,260.00	55,880.00

TO:	THE MEMBERS OF THE PLANNING COMMISSION
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	G.18
SUBJECT:	Mobile Vendor Ordinance Updates

Recommendation for Action: Staff recommends that the City Council receive the staff report, conduct a public hearing, and take the following actions: 1) Introduce and waive the first reading of an Ordinance adopting Chapter 5.40 "Sidewalk Vendors" into the Woodland Municipal Code; 2) Introduce and waive the first reading of an Ordinance repealing Chapter 10.20 of the Woodland Municipal Code and adopting Chapter 5.44 "Mobile Vendors"; 3) Introduce and waive the first reading of an Ordinance repealing and replacing Section 17.84.250 "Mobile Vendors" of Woodland Municipal Code, Title 17 Zoning Ordinance with Section 17.84.250 "Mobile Vending and Food Preparation"; 4) Introduce and waive the first reading of an Ordinance adopting Chapter 8.32 into the Woodland Municipal Code; and 5) Adopt a Resolution approving new mobile vendor permit fees and annual renewal fees.

Staff Contact:

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Fiscal Impact:

Application Fees:
The City Council is asked to adopt a Resolution (Attachment 5) introducing new fees for the Sidewalk Vendor Permit and Mobile Vendor Permit proposed in the Sidewalk Vendor Ordinance and Mobile Vendor Ordinance. If the Ordinances and associated permit fees are approved, any revenue by permit fees or administrative citations would be included in the General Fund. The amount of revenue collected ($100-300 on new permits and $50 on annual renewals) is not expected to have a material impact on overall General Fund revenues. Mobile Vendors are also subject to City Business License fees which are approximately $114 for in-town vendors and $191 for out-of town vendors, with an annual $77 renewal fee.

Taxes:
Mobile vendors that sell taxable products must register for a California Seller’s Permit, which enables vendors to collect and report sales tax to the California Department of Tax and Fee Administration. Some products, such as cold food products sold individually, are not taxable, regardless of whether they are sold by a brick-and-mortar restaurant, grocery store, or a mobile vendor. In the City of Woodland, the sales tax rate is 8% and must be collected for all taxable products. The California Department of Tax and Fee Administration disseminates applicable funds from sales tax to cities and counties monthly. All mobile vendors conducting business in the City of Woodland are required to collect sales tax on taxable products at the standard rate. As part of the permit application and renewal process, staff will confirm that each vendor has a valid and current California Seller's Permit.

Report in Brief:

The Community Development Department analyzed the current mobile vendor ordinance, consulted state legislation, researched other cities in California, and met with the Yolo County Environmental Health Division and other stakeholders to prepare the proposed sidewalk vendor and mobile vendor ordinances, which are the subject of this report.

The proposed Sidewalk Vendor and Mobile Vendor chapters in the Woodland Municipal Code ("WMC") and the new Mobile Vending and Food Preparation section in the Title 17 Zoning Ordinance represent a rewrite of City requirements and processes. The goal of this effort is to comply with State legislation for sidewalk vending, clarify permit requirements, address additional types of mobile vendors not addressed in the current code, and adjust to the changing needs of the diverse local food economy. The new Food Handling chapter proposed in the WMC proposes the adoption by reference of Chapter 3 of Title 6 of the Yolo County Code of Ordinances. This is intended to create more consistency and collaboration between the County and City in the oversight of mobile vendors. New permit and renewal fees are proposed to assist in the cost recovery for the additional staff time required to expand the permit processes, enforcement, and inspection of mobile vendors.

On December 17, 2024, the City Council will be asked to adopt an Ordinance adopting Chapter 5.40 (Sidewalk Vendors) into the WMC, an Ordinance repealing Chapter 10.20 of the WMC and adopting Chapter 5.44 (Mobile Vendors), an Ordinance repealing and replacing Section 17.84.250 of the Title 17 Zoning Ordinance, an Ordinance adopting Chapter 8.32 (Food Handling) into the WMC, and a Resolution approving new mobile vendor permit fees and renewal fees.

Background:

In 2004, the Woodland City Council adopted Ordinance No. 1410, which addressed Vendors, Peddlers, and Solicitors. Under this ordinance, all mobile vendors were required to be roaming. After response from mobile vendor business owners that the ordinance was too restrictive, the City Council approved amendments to allow stationary mobile vending. Following concerns about a lack of clear standards and regulations for mobile vendors, the ordinance was again amended in 2011 to create the current Chapter 10.20 of the WMC. This amendment capped the total number of stationary mobile vendors to the number of vendors licensed as of April 1st, 2011, which was 13. The total number of Mobile Vendor Permits issued cannot exceed 13 under the current code. Roaming vendors that do not operate in any one location for over 30 minutes or in the City more than 14 days per year are exempt from a Mobile Vendor Permit. Peddlers, solicitors, and vendors operating as part of an approved Temporary Use Permit or Special Events Permit are regulated separately.

The Comprehensive Zoning Code Update adopted in July 2024 included Section 17.84.250, which created a new mobile vendors section supplemental to Chapter 10.20 of the WMC. This section applies to mobile vendors on private property, and added some new requirements, such as restrictions on noise, requirements for trash receptacles, and prohibition of mobile automobile/vehicle services. Section 17.84.250 created some inconsistency between the requirements for mobile vendors in the Zoning Ordinance and Chapter 10.20 of the WMC, specifically due to the lack of clarity for nonmotorized mobile vendors and the differences in requirements for vendors operating on public versus private property.

State legislation since 2011, including Senate Bills 946 and 972, created new definitions for some food vendor types, including sidewalk vendors and compact mobile food operations (CMFOs). The Sidewalk Vendor and Mobile Vendor ordinances proposed include efforts to establish clear requirements for various vendor types identified through the state legislation and as identified by City and County staff. An overview of vendor types is included in Figure 1, below, and as Attachment 6.

Figure 1: Mobile Vendor Types

Current Mobile Vendor Permits
As of November 2024, 12 out of the 13 available Mobile Vendor Permits have been issued. The remaining spot has been put on hold with an active waiting list pending the City's code updates, as some of the inquirers could potentially be exempt from the permit limit or subject to different requirements under the new code.

All 12 of the issued Mobile Vendor Permits are mobile food facilities, meaning that they are either motorized food trucks or trailers that must be pulled by a truck or other motorized vehicle. Each vendor has a commissary approved by the Yolo County Environmental Health Division. A commissary is a brick-and-mortar location with a commercial kitchen and other facilities where a mobile food vendor can store food and supplies, prepare food, clean equipment, and dispose of waste. The current permitted vendors all have commissaries that are located within the City of Woodland. Three of the permitted vendors are affiliated with existing restaurants, with the same name indicated for both the restaurant and the mobile vendor operation.

Community Outreach
Staff determined the need to update and clarify the existing mobile vendor ordinance based on feedback and requests from community members. Various meetings with stakeholders were conducted during the development of the proposed ordinances.

Local brick-and-mortar restaurant owners expressed concern about "unfair" competition created by mobile food vendors, who can operate with fewer expenses than fixed establishments providing food service and can move to different areas. Some complaints also described unpermitted mobile vendor's ability to sell food at lower prices due to fewer overhead costs. One restaurant on Main Street cited the competition from mobile vendors as a contributing factor to their closure in September 2024.

Representatives of the City of Woodland met with the Woodland Chamber of Commerce on multiple occasions to discuss concerns about mobile food vendors with its members. On November 13th, a

special meeting was held by City and County staff to provide an overview of the proposed code updates to six community members representing local restaurants. Concerns were also received from permitted mobile food vendors. Staff at the Yolo County Environmental Health Division communicated to the City that one permitted mobile food vendor in Woodland shared similar sentiments about competition, and avoided payment for their health permit renewal. Another permitted food truck submitted a complaint via City Code Enforcement regarding unpermitted vendors.

Community members consistently inquire regarding Mobile Vendor Permit availability and describe mobile vending as a source of income. Requests have been for permits for stationary mobile food facilities, compact mobile food operations, and mobile food facilities affiliated with existing local businesses.

On September 24, 2024, the Yolo County Board of Supervisors approved the pilot “Road to Licensure Program,” creating an allocation of the 2024-2025 budget for equipment grants up to $1,000 and a fee waiver program for unlicensed food vendors who meet specific requirements. This program was a response to an increase in unlicensed mobile food vendors observed throughout Yolo County, but specifically in the City of Woodland. The County completed a survey of the City of Woodland from July to August 2024, driving through Woodland’s main roads and residential areas at various times of the day. They observed 24 unlicensed mobile food vendors, and three vendors exempt from health permits. City Manager Ken Hiatt represented the City at the County Board of Supervisors meeting on August 27, 2024 where the survey was presented.

Staff are in the process of creating updated handouts to outline the City and County permitting requirements for the various vendor types, to be posted on the City website following approval of any ordinance updates. Handouts will be available to allow staff across departments to easily communicate City location and operation requirements should the proposed ordinances be adopted. As part of Yolo County’s Road to Licensure Program, county staff are organizing three educational workshops in 2025 to provide information regarding mobile vendor requirements. City staff have agreed to give input on workshop materials and provide a City representative at the workshops.

Enforcement
As stated in the report for the presentation of the Road to Licensure Pilot Program at the Yolo County Board of Supervisor’s Meeting, the County Environmental Health Division has not taken enforcement action regarding unlicensed food vendors in the City of Woodland. The Board approved the Road to Licensure program in an effort to create pathways to legalization for unlicensed vendors, with grant and fee waiver incentives. The City has committed to contribute staff time to help streamline permitting and licensing of vendors and for the enforcement of unpermitted and noncompliant vendors operating in Woodland.

Following the reports from the County Environmental Health Division and complaints from community members, City Code Enforcement completed surveys of the City outside of business hours to identify unpermitted and non-compliant food vendors. Since enforcement began in August 2024, 15 property owners have been noticed for allowing unpermitted and noncompliant food vending to occur on their property. These included 14 unpermitted food vendors with high-risk of foodborne illness transmission operating from temporary shade structures and utilizing multiple pieces of equipment that violated Fire code and Yolo County Environmental Health requirements, and one unpermitted food truck. If violations continued after the first courtesy notice, property owners received administrative fines, which increase each time noncompliance is documented.

After the recent enforcement action, at least one formerly unpermitted mobile food vendor secured a location and applied for a business license to operate a brick-and-mortar restaurant within the City.

Other unpermitted vendors were observed to be no longer operating on the site that was noticed. City staff will continue to conduct code enforcement for noncompliant vendors.

Discussion:

State Requirements

Sidewalk Vending Legislation

Senate Bill (SB) 946, the Safe Sidewalk Vending Act, was signed by Governor Jerry Brown on September 17, 2018. This legislation went into effect on January 1st, 2019, adding Chapter 6.2 (commencing with Section 51036) to Part 1 of Division 1 of Title 5 of the California Government Code. SB 946 defined "sidewalk vendor" as "a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path." Sidewalk vendors, as defined, may be stationary and operate from a fixed location, or roaming and move from place to place.

SB 946 asserts sidewalk vending as important for economic opportunities for low-income and immigrant communities and for increasing access to culturally significant foods. The legislation stipulates that cities may only regulate sidewalk vendors in conformance with the provisions of SB 946 and all regulations must be directly related to objective health, safety, or welfare concerns. Violations to a city's regulations for sidewalk vendors are punishable only by administrative fines pursuant to an ability-to-pay determination, subject to the amounts specified.

Senate Bill (SB) 972 was signed by Governor Gavin Newsom on September 23rd, 2022 and went into effect January 1st, 2023, amending the California Retail Food Code. SB 972 defined and decriminalized "compact mobile food operations." A compact mobile food operation (CMFO) is "a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal driven cart, wagon, showcase, rack, or other non-motorized conveyance." Sidewalk vendors operate CMFOs, but CMFOs can be sidewalk vendors or vendors on private property. Prior to SB 972, the California Retail Food Code allowed criminal penalties for violations by sidewalk vendors, even after SB 946. SB 972 established clearer definitions of non-motorized food vendors and removed the ability to apply criminal penalties to sidewalk vendors. As a result of SB 946 and SB 972, there are clear restrictions on the City's ability to regulate sidewalk vendors and only administrative citations are allowed in response to violations.

Mobile Vending Legislation

The California Constitution endows cities with police powers to promote the public health, safety, and general welfare of citizens. California Vehicle Code Section 22455 allows cities to adopt ordinances restricting the time, place, and manner of vending on any street. California Health and Safety Code Section 114315 similarly provides authority to adopt requirements for public safety, including reasonable time, place, and manner restrictions.

Analysis

Due to the State legislation that sets specific restrictions on regulation of sidewalk vendors, staff determined that sidewalk vending requirements and permitting should be outlined in a separate chapter from other mobile vending types. In addition, SB 972 created a new definition of non-motorized vendors. While mainly addressed in the context of sidewalk vending, staff have considered the potential of CMFOs operating on private property in the update of the Mobile Vendor Ordinance as well. Inclusion of this terminology and the new vendor types will create consistency for applicants as they navigate Yolo County Environmental Health and the City's permitting processes.

Chapter 5.40 Sidewalk Vendors (Attachment 1)

The proposed Sidewalk Vendor Ordinance includes a new Sidewalk Vendor Permit. This permit will apply to stationary and roaming CMFOs operating in the public right-of-way, including sidewalks, and in public parks. The proposed chapter does not include any permit cap or limit on the number of Sidewalk Vendor Permits that may be issued. Annual renewal with a renewal fee is required.

The permit application will require various items to allow City staff to verify that requirements from all agencies are met, including valid identification, a City business license, a California Seller's Permit from the Department of Tax and Fee Administration, and a Certification of General Liability Insurance with a minimum of $100,000 coverage. If the vendor sells food, they will be required to provide a copy of a valid Yolo County Environmental Health permit, including the approved Commissary Agreement. These items will be required to reduce the City's liability for vendors operating on public property.

Location Requirements (5.40.080)
The following location restrictions are proposed based on those allowed under State law:

- Vendors prohibited within 600 feet of farmer's markets, swap meets, and temporary special events;
- Vendors prohibited in parks with signed agreements for exclusive sale of food or merchandise by the concessionaire; and
- Stationary sidewalk vendors prohibited in areas zoned exclusively residential. This does not apply to roaming sidewalk vendors, who, by State law, are allowed in residential zones.

The following restrictions are proposed based on general health and safety concerns:

- Stationary sidewalk vendors prohibited in areas with no sidewalks or with narrow sidewalks where the vendor cannot leave a minimum of 48 inches of accessible path of travel;
- Roaming sidewalk vendors prohibited in areas with no sidewalks and must leave a minimum of 48 inches of accessible path of travel on the sidewalk, expect for a brief duration to conduct a sale;
- Sidewalk vending is prohibited in the street, bicycle paths, Class I paths, crosswalks, freeway on-ramps, or other traffic areas;
- Sidewalk vending is prohibited within 100 feet of emergency service personnel performing duties, freeway on-ramps/off-ramps, or another sidewalk vendor;
- Sidewalk vending is prohibited within 25 feet of traffic intersections, driveways, street corners, crosswalks, traffic signals, fire hydrants, bus stops, entrances and exits to buildings, and curbs painted white, yellow, green, blue, or red; and
- Sidewalk vending prohibited within 10 feet of a utility meter, manhole, service box, tree well, streetlight pole, power pole, telecommunications pole, outdoor dining area, or automated teller machine.

Operational Requirements (5.40.090)
The following is a summary of operational requirements proposed to address cohesion with other similar City requirements and to protect cleaning, food safety, public safety, and public property:

- Permits from the City and County must be posted in a visible location;
- Vendors may not outcry, ring bells, play amplified music or make any other noise prohibited in Section 9.28.090 of the WMC;
- Vendors must remove and dispose of any trash from operations or customers. Any grease, food, or fluids that fall on public property must be cleaned immediately;

- Sidewalk food vendors must return to their approved commissary daily for cleaning and servicing;
- Roaming vendors must move continuously, except to conduct transactions for customers for no more than 30 minutes;
- Vendors must move immediately to provide access to the sidewalk for other pedestrians or traffic if needed;
- Customer queueing must be organized to not interfere with pedestrian safety or traffic;
- Sidewalk vending operations must be self-contained, and may not contain any hazardous materials except propane;
- Sidewalk vendors must operate from facilities meant for vending (not personal cars or other personal vehicles);
- Adequate lighting must be provided for customer safety;
- Sidewalk vendors cannot have any site furniture, including chairs, tables, or shade structures outside their vending operation;
- No goods, equipment, signage, or other materials can be stored on public property, displayed on the ground or on public infrastructure, and may not be fastened to any building or structure;
- Operations cannot be left unattended;
- Vendors cannot use water lines, electrical lines, gas lines, or connect to any electrical outlets;
- Vendors cannot vend to any person traveling in a car or other vehicle in a public roadway; and
- Prohibited sales include alcohol, cannabis, tobacco, pharmaceutical products, products that contain nicotine, fireworks, adult-oriented materials, weapons of any type, live animals or wildlife, or rental services.

Storage (5.40.080.K)

The proposed chapter requires sidewalk food vending operations to be stored at the approved commissary. For non-food vendors, or as an alternative for sidewalk food vendors, up to two compact mobile food operations or other non-motorized vending conveyances may be stored on a residential property if not visible and not creating any nuisance to surrounding properties, subject to approval by the Yolo County Environmental Health Department.

Violations and Penalties (5.40.100)

SB 946 clearly outlines the administrative fines and process for violation of a local sidewalk vending program. Fines differ for permitted versus un-permitted vendors and increase after each violation. Every city is required to have a process for vendors to request an ability-to-pay determination if fees are levied. Upon the fourth violation by a permitted sidewalk vendor, the City may rescind the permit. No violations are punishable as an infraction or misdemeanor, and no arrests can be made for violation of the City's sidewalk vending program, unless otherwise permitted under law.

The current Chapter 10.20 states that "any person who violates the provisions of this chapter shall be guilty of a misdemeanor." Chapter 10.20 briefly addresses the parking of peddlers and vendors in the public right-of-way, including the sidewalk, meaning that the current penalty for sidewalk vendors is out of compliance with State law. The proposed Chapter 5.40 includes the administrative fees outlined in SB 946 and all other provisions applicable to violations.

Chapter 5.44 Mobile Vendors (Attachment 2)

The proposed Mobile Vendor Ordinance repeals the existing Chapter 10.20 in the WMC and adopts Chapter 5.44. This moves the mobile vending requirements from Title 10 (Vehicles and Traffic) to Title 5 (Business Licenses and Regulations). While Chapter 10.20 focused mainly on mobile vending vehicles, Chapter 5.44 includes motorized and non-motorized vendors and expands operation and location requirements. These changes cause the Chapter to expand beyond the scope of Title 10.

Staff recommends the move to Title 5, and the adoption of the new Sidewalk Vending Ordinance into Title 5, since processing of the mobile vendor licenses typically occurs concurrently with City of Woodland business licenses. Other licenses and permits that require annual renewal are located in Title 5 as well.

Permit Applicability (5.44.020)
Chapter 10.20 currently states that a Mobile Vendor Permit is required for persons operating a mobile vendor vehicle that are present in Woodland for more than 14 days in any calendar year and stopped in one location for longer than 30 minutes. Chapter 5.44 proposes that all mobile vendors, including roaming vendors stopped in one location for less than 30 minutes, will be required to obtain a Mobile Vendor Permit. This reflects the requirement for a Sidewalk Vendor Permit for stationary and roaming sidewalk vendors. Some exemptions are proposed for catering private events, the sale of agricultural products on the site where they are grown, and temporary vendors operating on the site of a brewery, school, or hospital for less than 4 hours per day with written consent from the property owner. Peddlers and solicitors are subject to separate requirements under Chapter 9.56 and vendors operating as part of an event with a Temporary Use Permit or Special Events permit are subject to separate requirements under Section 17.84.370 and Chapter 12.40 of the WMC.

Chapter 10.20 limits the total number of Mobile Vendor Permits to 13, based on the number of licensed mobile vendors as of April 1st, 2011. The proposed Chapter 5.44 does not include a permit limit on the total number of Mobile Vendor Permits as applies to roaming vendors, such as ice cream trucks that move continuously or other “job-site” vendors that move at least every 30 minutes. A limit is imposed in the proposed Section 17.84.250 on the number of stationary motorized mobile vendors (or stationary food trucks) on private property, with some exceptions as described later in this report.

Application Requirements (5.44.030)
Beyond the application requirements included in the current Chapter 10.20, Chapter 5.44.030 proposes that Mobile Vendor Permit applications include the following, as applicable:

- A copy of the valid Yolo County Environmental Health Permit, including the Commissary Agreement and Restroom Agreement;
- The address of the approved commissary and the name and contact information for the commissary operator;
- A commissary service plan outlining the times that the vending conveyance will be serviced;
- A business operation plan;
- The proposed gray-water disposal location;
- The proposed storage address and location for the vending conveyance when not in use;
- Certificate of General Liability Insurance for vendors operating on public property or in the public right-of-way;
- Proof of Worker’s Compensation insurance, as applicable;
- Proof of vehicle registration with the California Department of Motor Vehicles; and
- Proof of a California Department of Tax and Fee Administration Seller’s Permit.

These items are incorporated in the proposed ordinance to allow the City to verify that mobile food vendors are visiting their commissary daily for maintenance, and that mobile vendors in general are meeting all County and State requirements.

Location Requirements (5.44.080)
Chapter 5.44.080 proposes the continuation of some of the location requirements from Chapter 10.20 and the incorporation of similarly applicable requirements included in the Sidewalk Vendor

Ordinance.

Key items proposed to create consistency with sidewalk vendor requirements are listed below:

- Vendors prohibited within 600 feet of farmer's markets, swap meets, and temporary special events;
- Vendors prohibited in parks with signed agreements for exclusive sale of food or merchandise by the concessionaire;
- Vending is prohibited within 100 feet of emergency service personnel performing duties, freeway on-ramps/off-ramps, or another sidewalk vendor;
- Vending is prohibited within 25 feet of traffic intersections, driveways, street corners, crosswalks, traffic signals, fire hydrants, bus stops, entrances and exits to buildings, and curbs painted white, yellow, green, blue, or red; and
- Vending prohibited within 15 feet of an automated teller machine.

Additional location requirements for mobile vendors are as follows:

- Vendors prohibited on vacant, unimproved properties or stand-alone parking lots;

This requirement is from the current Chapter 10.20. All mobile vendors are considered an accessory use to businesses on a site and this requirement ensures that vendors do not vend on properties without sufficient infrastructure for frequent access.

- Vendors must be located at least 300 feet apart;

Chapter 10.20 requires only one mobile vendor vehicle per property at any one time. By specifying a distance requirement, mobile vendors can be adequately separated to avoid unapproved congregation of mobile vendors, which could create unsafe conditions for customers without adequate space or infrastructure.

- Mobile vendors must be at least 200 feet from existing brick-and-mortar restaurants, unless the mobile vendor is affiliated with the restaurant;

This requirement is proposed based on concerns from local restaurant owners regarding the impacts of mobile vendors parking directly in front of existing restaurants and selling similar goods.

- Stationary mobile vendors are prohibited at gas stations or vehicle service stations;

The prohibition of stationary vendors at gas stations reflects similar safety requirements outlined in the distancing requirements in Chapter 5.44, which address concerns about the safety of mobile vending at gas stations. Given the typical small size of lots where gas stations are located and the constant vehicle traffic, customers queuing for a mobile vendor at a gas station site is unsafe.

- Vending is prohibited in any emergency fire lane, driving aisle, or other location that would interfere with vehicle traffic; and
- Vendors are prohibited from parking or standing in landscaped areas.

Operational Requirements (5.44.090)

Chapter 5.44.090 proposes the continuation of some of the operational requirements from Chapter 10.20 and the existing Section 17.84.250, the incorporation of similarly applicable requirements included in the Sidewalk Vendor Ordinance, and incorporation of requirements set by Yolo County Environmental Health or used by other jurisdictions. One exception to the proposed use of operational requirements from Chapter 10.20 is the limitation of hours of operation. Allowing more flexibility in the hours of operation may allow mobile vendors to operate later than many existing restaurants may be open, creating more food options for residents.

Key requirements proposed in Section 5.44.090 to create consistency with sidewalk vendor requirements are listed below:

- Permits from the City and County must be posted in a visible location;
- Vendors may not outcry, ring bells, play amplified music or make any other noise prohibited in Section 9.28.090 of the WMC;
- Roaming vendors must move continuously, except to conduct transactions for customers for no more than 30 minutes;
- Vendors must remove and dispose of any trash from operations or customers. Any grease, food, or fluids that fall on public property must be cleaned immediately;
- Food vendors must return to their approved commissary daily for cleaning and servicing;
- Customer queuing must be organized to not interfere with pedestrian safety or traffic;
- Vending operations must be self-contained;
- Vendors must operate from facilities meant for vending (not personal vehicles);
- Sidewalk vendors cannot have any site furniture, including chairs, tables, or shade structures outside their vending operation;
- Vendors cannot use water lines, electrical lines, gas lines, or connect to any electrical outlets;
- Vendors cannot vend to any person traveling in a car or other vehicle in a public roadway; and
- Prohibited sales include alcohol, cannabis, tobacco, pharmaceutical products, products that contain nicotine, fireworks, adult-oriented materials, weapons of any type, live animals or wildlife, or rental services.

Additional location requirements for mobile vendors are as follows:

- Mobile vendors shall not permanently alter the character of facilities at the property where they are located;
- Mobile vending must be an accessory to a primary use on any site;
- Roaming vendors must be legally parked when temporarily stopped to complete transactions with customers;

This requirement is meant to address motorized mobile vendors, such as ice cream trucks, that stop only to complete transactions, often along the public right-of-way. Requiring legal parking will prevent vendors from stopping in ways that block traffic or emergency access.

- The minimum number of on-site parking spaces pursuant to Section 17.68.030 must be available and not blocked by a vendor located in a parking lot; and

The current Section 17.84.250 requires that vendors displace no more than three non-residential

parking spaces for a maximum of four hours per day per parking lot, provided that no more than 10 percent of the total number of parking spaces on the site are displaced. The proposed change simplifies this requirement and allows staff to more easily determine if a site can support a mobile vendor and the parking needs of the primary use. With the recent Comprehensive Zoning Code Update, many sites in the City have more parking than the minimum required, so this is not expected to widely prevent mobile vending in non-residential parking lots.

- Automobile and vehicle services are prohibited as mobile vendors, except car washing and windshield repair conducted in compliance with stormwater requirements.

This requirement is in the current Section 17.84.250. It is intended to prevent roaming mobile vendors from conducting significant auto repairs in residential neighborhoods, as it could be disruptive to traffic and surrounding residents.

Storage (5.44.080.J)
Similarly to the proposed sidewalk vendor requirements, mobile food facilities must be stored at the approved commissary. However, if there is no parking capacity at the commissary, an alternate storage location in a commercial or industrial area may be approved if screened from view. Up to two CMFOs (regardless of if they are sidewalk vending conveyances or for vending on private property) may be stored at a residential property if not visible or disruptive. Motorized vendors (including food trucks and trailers) may not be stored on residential property.

Violations and Penalties (5.44.100)
This section declares violations of the proposed Chapter 5.44 and Section 17.84.250 as nuisances subject to administrative citation pursuant to Chapter 9.20. In addition to the nuisance citations, the penalties for mobile vendors with permits, mobile vendors without permits, and property owners of sites un-permitted vendors are located are proposed as follows:

- Violations of Chapter 5.44 and/or Section 17.84.250 by mobile vendors with a Mobile Vendor Permit shall be punishable by:
    - A code violation notice upon first violation.
    - A fine of $250 for a second violation and any subsequent violation.
    - Permit suspension or revocation subject to an administrative hearing held by the Community Development Director for the third or any subsequent violation.

- Violations of Chapter 5.44 and/or Section 17.84.250 by mobile vendors without a Mobile Vendor Permit shall be punishable by:
    - A fine of $500 for each violation.

- If a mobile vendor operates on private property within the City without a Mobile Vendor Permit, the property owner shall be punishable by:
    - An administrative fine of $250 for each violation.

The proposed chapter includes a process for appeal of any fines and suspension or revocation of a Mobile Vendor Permit.

Section 17.84.250 Mobile Vending and Food Preparation (Attachment 3)
Chapter 5.44 is proposed as a baseline for permit requirements and standards for mobile vendors. The proposed Section 17.84.250 modifies permitting and requirements for stationary mobile vendors on private property and includes requirements for commissaries under the food preparation use type.

Section 17.84.250 is written to support Chapter 5.44, but further clarifies the specific types of vendors that the Zoning Ordinance regulates. Staff determined that stationary vending on private property and commissaries are more permanent uses on property, and therefore should remain included in the Zoning Ordinance.

Permit Limit (17.84.250.B through 17.84.250.D)
The new Section 17.84.250 retains the 13-permit limit for the total number of Mobile Vendor Permits issued but applies it only to stationary mobile food facilities located on private property. In essence, this limit will apply to food trucks or food vending trailers pulled by a vehicle that operates in a semi-permanent fixed location.

The updated requirements apply the 13-permit limit on the stationary vendors on private property only, and leave the various types of smaller CMFOs and roaming motorized vendors addressed in the new code uncapped. Based on discussion with the City Council Economic Development subcommittee, staff determined that the concerns over unfair competition apply primarily to vendors that cook food for substantial meals, which is less common among the CMFOs and roaming motorized vendors. The smaller vendors, such as CMFOs that sell fruit or other foods that require little preparation, have cultural value and limited impact on surrounding areas and businesses.

The proposed Section 17.84.250 includes an exception to the 13-permit limit for stationary mobile food facilities on private property that are affiliated with a brick-and-mortar restaurant. The mobile food facility must have substantially the same name, serve the same food, and be filed under the same business license as the restaurant. This exception is intended to allow existing brick-and-mortar restaurants to expand their business with one stationary mobile food facility per restaurant, without being subject to the limitations on the total number of permits for that vendor type allowed in the City.

If a mobile food facility subject to the 13-permit limit is sold or transferred, the permit “spot” may be held for the new owner if the new owner applies for a Mobile Vendor Permit within 90 days. This will allow stationary mobile vendors to retain the value of their business, even when all 13 permits are issued.

Staff finds it important to note that feedback from existing brick-and-mortar restaurants received at the November 13th, 2024 meeting with various local restaurant representatives, would have the permit limit reduced from 13 to a much lower number. This is based on concerns that the overall number of mobile vendors will increase, since some of the current Mobile Vendor Permit holders would be exempt from the 13-permit limit under the proposed code, due to affiliation with existing brick-and-mortar restaurants. However, staff finds that value remains in providing some opportunity for low barrier entry into entrepreneurship in the food industry and therefore recommends retaining the 13 permit cap.

Application Requirements (17.84.250.E)
Beyond the application requirements proposed in Chapter 5.44, Section 17.84.250 requires a site plan of the stationary vending location and written authorization from the property owner to vend in that location. These requirements for authorization from the property owner are included in the

current code in Section 10.20.120.B.3. The requirement for a site plan is necessary to demonstrate to staff where the vendor will operate.

Location Requirements (17.84.250.G)
Beyond the application requirements proposed in Chapter 5.44, Section 17.84.250 requires the following for stationary mobile vendors:

- Stationary mobile vendors are permitted in the Corridor Mixed Use-West Main (CMU-WM), Corridor Mixed Use-East (CMU-E), Corridor Mixed Use-Kentucky (CMU-K), Corridor Mixed Use-Flex (CMU-F), Community Commercial Mixed Use (CCMU), Regional Commercial-Flex (RC-F), Regional Commercial (RC), and Industrial Flex (IF) zones. Stationary mobile vendors will be prohibited in residential areas or within 100 feet of residential zones;
- No more than one stationary mobile vendor allowed per lot (except as allowed for permanent food truck hubs or as approved by the Community Development Department Director); and
- Adequate access, drainage, sanitation, and other necessary facilities must be on the proposed site.

The requirements reflect those described in the current Section 17.84.250, with some clarifications. The zones where mobile vending is and is not permitted are explicitly listed, clarifying this requirement for staff and the public.

Operational Requirements (17.84.250.I)
This section references the proposed Section 5.44.090 of the WMC and adds the following requirement:

- Stationary mobile vendors must have access to approved restroom facilities within 200 feet of the vending site. The restroom facility must be listed in the Restroom Agreement on file with the County Environmental Health Division.

Storage (17.84.250.H)
In addition to the storage requirements in Section 5.44.090, this section proposes to allow stationary vendors on private property to store their vending conveyance in the approved vending location if the permit holder verifies that the operation is serviced at the commissary daily.

Design Standards (17.84.250.J)
Since stationary mobile vendors on private property are semi-permanent, the following design standards are recommended by staff:

- Signage must be professional, readable, and not prohibited by the Sign Ordinance;
- No freestanding or banner signage;
- No site furniture outside the mobile vending conveyance unless otherwise approved by the Community Development Department Director;
- Mobile vending conveyances must be self-contained; and
- Mobile vending conveyances must be functioning and operable.

Food Preparation Use and Commissary Standards (17.84.250.K)
Food preparation is defined in Chapter 17.144 of the Zoning Ordinance as follows:

"A business that prepares and/or packages food for off-site consumption, excluding those of an

industrial character in terms of processes employed, waste produced, water used, and traffic generation. Typical uses include catering kitchens, bakeries with on-site retail sales, commercial kitchens, and small-scale specialty food production. This classification does not include businesses involved in the processing or manufacturing of wholesale food products."

This description covers commissaries that serve mobile food vendors. The current Zoning Ordinance allows food preparation uses in the Downtown Core (DX-1), Downtown Civic (DX-2), Downtown Gateway (DX-4), Corridor Mixed-Use West Main (CMU-WM), Corridor Mixed-Use East (CMU-E), Corridor Mixed-Use Kentucky (CMU-K), Corridor Mixed-Use Armfield (CMU-A), Corridor Mixed-Use Flex (CMU-F), Corridor Mixed-Use Gateway (CMU-G), Community Commercial Mixed-Use (CCMU), Regional Commercial Flex (RC-F), Industrial Flex (IF), and Business Park (BP) zones. Food preparation is conditionally permitted in the Downtown Transitional (DX-3), Neighborhood Mixed-Use (NMU), and Industrial General (IG) zones with the approval of a Zoning Administrator Permit.

The proposed Section 17.84.250.K includes the following requirements for commissaries and food preparation uses:

- Stationary mobile food facilities must have an approved commissary located within the City of Woodland jurisdiction;
- Existing restaurants may act as commissaries for no more than two mobile food facilities or compact mobile food operations at any time, subject to approval by the County Environmental Health Division, Community Development Department, and Public Works Department;
- No stand-alone food preparation uses allowed in the Downtown Core (DX-1) zone facing Main Street;
- Operation as a commissary is subject to a Public Works Department determination that the site has the capacity to support a mobile food vendor. Site upgrades or increased servicing may be required;
- Overnight parking for mobile food facilities or compact mobile food operations must be provided by the commissary, unless an alternative location is approved; and
- A 90-day transition period applies to existing, permitted mobile vendors with commissaries that do not meet the updated requirements at the time of the adoption of this ordinance.

Permanent Food Truck Hub (17.84.250.L)

A permanent food truck hub is a food-court style mobile vendor hub, where multiple stationary mobile food facilities are located. The proposed Section 17.84.250.L includes the following requirements for this use:

- Permanent Food Truck Hubs may be considered in non-residential zones, subject to approval of a Zoning Administrator Permit; and
- This use shall require permanent infrastructure, such as dining areas, restrooms, and lighting.

Chapter 8.32 Food Handling (Attachment 4)

The adoption of Chapter 3 of Title 6 of the Yolo County Code by reference will allow City Code Enforcement to assist in the enforcement of County requirements for food handling. Mobile vendors are easily movable, and it can be difficult to locate vendors operating out of compliance. Collaboration between the County and City in enforcement will protect the food safety and the health of Woodland residents. The amendments to the County code included in Chapter 8.32 include changes in phrasing for clarity.

Permit and Annual Renewal Fees (Attachment 5)

Currently, the existing Mobile Vendor Permit (described in Chapter 10.20) is tied to the City Business License and does not have associated fees for the original Mobile Vendor Permit or renewal. The proposed permitting fees will be charged in addition to the business license fees, to assist in cost recuperation for some of the City staff time required to process the permits and enforce updated requirements. To determine appropriate fee amounts, staff compared current and proposed permit and business license fees to various other jurisdictions in the surrounding area, as shown in Figure 2 below.

Comparison of Mobile Vendor Permit and License Costs			
Jurisdiction	*Vendor Permit Cost*	*Renewal Cost*	*Business License Cost*
City of Woodland (Current)	None	None	Home Business - $114, $77 renewal Out-of-Town - $191, $77 renewal
City of Woodland (Proposed)	Sidewalk Vendor/CMFO - $100 Mobile Food Facility - $300	$50	Home Business - $114, $77 renewal Out-of-Town - $191, $77 renewal
City of Sacramento (Sidewalk Vendors)	$190	$190	Unknown
City of Sacramento (Mobile Vendors)	Vending Vehicle Driver - $185 Food Vending Vehicle - $205 Private Property – Min. $800	Vending Vehicle Driver - $185 Food Vending Vehicle - $205 Private Property – Min. $500	Unknown
City of Winters	$117	$117	$89 for annual license
City of Elk Grove	Special License - $125 Employee Permit - $75 Fingerprinting Fee - $44	Special License - $125 Employee Permit - $75	$16 for a 2-year license
City of Oakland	Motorized Vendor - $497, or Nonmotorized Vendor - $412	Same fees for annual renewal. Semi-annual permit available for slightly increased rate.	Varies depending on annual gross receipts

Figure 2: Mobile Vendor Permit Fee Comparison

These jurisdictions were selected because they range in size, are located relatively near Woodland, and they require at least one permit type for mobile vendors. Jurisdictions that do not require mobile vendor permits or that are not compliant with state legislation for sidewalk vendors were excluded from the comparison. The proposed fees were selected to avoid undue burden on smaller, nonmotorized vendors, such as sidewalk vendors or CMFOs. The initial permit fees are higher for mobile food facilities, as these often require more review by staff.

To align with the County's Road to Licensure program and limited term fee waivers, it is recommended by staff that the City Council approve the proposed permit fees, but delay the effective date to July 1, 2025 as provided for the Resolution, Attachment 5. This similarly provides a grace period for any vendors that did not anticipate an additional fee, but that are looking to apply for a permit upon adoption of the proposed ordinances.

General Plan Consistency

The City of Woodland 2035 General Plan does not explicitly discuss mobile vendors or mobile food vending. However, it does discuss topics related to mobile vending, such as circulation, economic development, and healthy food.

Circulation

The Circulation Element of the 2035 General Plan emphasizes the promotion of safe, walk-able and bike-able communities in the City. The proposed Sidewalk Vendor Ordinance and Mobile Vendor

Ordinance incorporate location and operational requirements that prioritize the safety of pedestrians and other forms of traffic on sidewalks and roadways. Sidewalk vendors cannot obstruct space for pedestrians and are prohibited in bicycle lanes, Class I paths, streets, and other road areas in the proposed update. These requirements protect the safety of vendors, pedestrians, bicyclists, and motor vehicle traffic.

Economic Development
Policy 4.D.8 of the Economic Development Element encourages “home-based businesses compatible with surrounding neighborhoods, in accordance with the Zoning Ordinance” and “opportunities for alternative employment forms and incubators for small businesses.” State legislation, including SB 946, has identified sidewalk vending as a method of providing important entrepreneurship and economic development opportunities to low-income and immigrant communities. While mobile vending is not technically a home-based business, sidewalk vending and vending from CMFOs is a similar scale to many home-based businesses. With SB 972 allowing some guidance on the storage of up to two CMFOs at a residence, if certain requirements are met, the proposed updates address these smaller operations and residential storage of CMFOs.

Healthy Food
The Healthy Community Element discusses the importance of access to healthy food. Policy 6.C.2 states that the City should encourage healthy food options that are fresh and minimally processed. SB 946 discusses how sidewalk vending increases access to culturally significant food, and CMFOs can only sell foods that meet the “limited food preparation” standards outlined in SB 972. Produce and cut fruit are examples of healthy foods often sold by sidewalk vendors and CMFOs. By adopting the Food Handling Chapter of the Yolo County Code, the City can protect food safety by enforcing Yolo County Environmental Health permits.

By further outlining pathways to permitting sidewalk vendors and other mobile vendors, the City can create business opportunities and potential healthy food access consistent with this General Plan policy and State law, while still protecting public safety.

Environmental Review
Staff has determined that the adoption of the proposed ordinance updates are exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to Sections 15061(b)(3) and 15060(c)(2) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3. These sections apply to projects that will not have a significant effect on the environment.

Public Notification
Public notice advertising for the City Council public hearing was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland Zoning Ordinance and State Planning Law. On December 5, 2024, the City published notice of the City Council’s consideration of the proposed ordinances in a 1/8th page advertisement in the Woodland Daily Democrat. Public notices with information on the City Council public hearing were mailed to current Mobile Vendor Permit holders on November 27, 2024. The public notices included contact information for a Spanish-speaking City employee and instructions written in Spanish to contact that employee for assistance with translation.

Planning Commission Recommendation
At its November 21, 2024 meeting, the Woodland Planning Commission voted 6-0 to adopt a Resolution (Attachment 7) recommending the City Council adopt Chapter 5.40 (Sidewalk Vendors), repeal Chapter 10.20 and adopt Chapter 5.44 (Mobile Vendors), repeal and replace Section 17.84.250 (Mobile Vending and Food Preparation), adopt new mobile vendor permit and annual

renewal fees, and adopt Chapter 8.32 (Food Handling).

Incorporated in the motion, the Planning Commission voted to recommend that the minimum required distance between mobile vendors and brick-and-mortar restaurants be increased from 100 to 200 feet, and that the requirement for sidewalk vendors and mobile vendors to be a minimum of 10 feet from a utility meter, manhole, service box, tree well, streetlight pole, power pole, telecommunications pole, or other utilities be removed. Staff concurs with these suggested amendments and have updated the ordinances accordingly.

In addition, the Planning Commission recommended that the City Council establish a “trigger mechanism” for the reevaluation of the 13-permit limit on stationary motorized vendors. For example, if all 13 permits for stationary mobile food facilities are issued and a certain number of vendors are on the wait list, then staff would bring the item to City Council to consider increasing the 13-permit limit. Rather than include this language in the Zoning Code, it is recommended that the City Council direct staff to provide periodic reporting to the Council regarding waitlist status and permit turnover rates. City Council can then at its discretion direct staff to bring back amendments to the code pertaining to the permit cap.

The Planning Commission also discussed the proposed Chapter 5.44.080.A, which prohibits mobile vending on vacant, unimproved, or stand-alone parking lots. As related to an unoccupied building or substantially unoccupied shopping center, it was suggested that a mobile vendor could be a method to reintroduce some activity on a site and allow for rent generation. While not discussed at length at the Commission hearing, staff has since considered the matter further and believes that the presence of a *stationary* vendor on an unoccupied site or in a substantially unoccupied center could deter new businesses, particularly food related businesses, from re-occupying the center. As such, it is staff’s recommendation that the City Council consider amending section 17.84.250.G of the Zoning code to include a requirement that shopping centers or buildings must be 75% occupied before a stationary vendor may be approved at the address. Staff will raise this issue as a discussion item on the 17th.

Conclusion:
Staff recommends that the City Council receive the staff report, conduct a public hearing, and take the following actions: 1) Introduce and waive the first reading of an Ordinance adopting Chapter 5.40 "Sidewalk Vendors" into the Woodland Municipal Code; 2) Introduce and waive the first reading of an Ordinance repealing Chapter 10.20 of the Woodland Municipal Code and adopting Chapter 5.44 "Mobile Vendors"; 3) Introduce and waive the first reading of an Ordinance repealing and replacing Section 17.84.250 "Mobile Vendors" of Woodland Municipal Code, Title 17 Zoning Ordinance with Section 17.84.250 "Mobile Vending and Food Preparation"; 4) Introduce and waive the first reading of an Ordinance adopting Chapter 8.32 into the Woodland Municipal Code; and 5) Adopt a Resolution approving new mobile vendor permit fees and annual renewal fees.

Prepared by: Hadlie Ward, Assistant Planner

Reviewed by: Erika Bumgardener, Deputy Director, Community Development Department

Ken Hiatt
City Manager

Attachments:

1. Proposed Ordinance - Chapter 5.40 Sidewalk Vendors
2. Proposed Ordinance - Chapter 5.44 Mobile Vendors
3. Proposed Ordinance - Title 17 Section 17.84.250 Mobile Vending and Food Preparation
4. Proposed Ordinance - Chapter 8.32 Adoption of Yolo County Health Code
5. Proposed Resolution - Mobile Vendor Permit Fees
6. Mobile Vendor Types Graphic
7. Planning Commission Resolution 11.21.2024

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CHAPTER 5.40 INTO THE WOODLAND MUNICIPAL CODE RELATING TO SIDEWALK VENDORS

WHEREAS, Senate Bill ("SB") 946, the Safe Sidewalk Vending Act, was signed by Governor Jerry Brown on September 17, 2018, defining sidewalk vendors and regulating requirements that local agencies can instate for sidewalk vendors; and

WHEREAS, California Government Code Section 51038 specifies that the City has the ability to regulate the time, place and manner of sidewalk vending as it relates to objective health, safety, and welfare concerns, except as stated in SB 946; and

WHEREAS, the current mobile vending regulations in Chapter 10.20 of the Woodland Municipal Code ("WMC") speaks broadly to vending in the public right-of-way, but does not fully comply with all requirements set forth by SB 946; and

WHEREAS, the City desires to be compliant with the requirements of State law relating to the regulation of sidewalk vending; and

WHEREAS, this ordinance ("Ordinance") adopts Chapter 5.40 into the WMC to outline the permitting, operation, and location requirements, as well as violations and penalties, for roaming and stationary sidewalk vendors operating in the City, in accordance with State law; and

WHEREAS, on November 21, 2024, the Planning Commission conducted a duly noticed public hearing to consider the staff report, recommendations by staff, and public testimony concerning the Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on December 5, 2024, the City gave public notice of a City Council public hearing to be held to consider this Ordinance by advertisement in a newspaper of general circulation; and

WHEREAS, on December 17, 2024, the City Council conducted a duly noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance; (2) the policy considerations discussed therein; and (3) the consideration and recommendation of the Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

SECTION 1. Incorporation of Recitals. The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3 because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment) because this Ordinance will not cause a change in any of the physical conditions within the area affected.

SECTION 3. Code Adoption. Chapter 5.40 of the Woodland Municipal Code is hereby adopted to read in full as set forth in the attached Exhibit "A," incorporated by this reference.

SECTION 4. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

SECTION 5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

INTRODUCED at a regular meeting of the City Council of the City of Woodland, California on the 17th day of December, 2024, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the ____ day of _____, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rich Lansburgh, Mayor

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

EXHIBIT A

[Insert Exhibit A – Chapter 5.40 Sidewalk Vendors]

5.40 Sidewalk Vendors

5.40.010 Definitions

"Certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 16 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter;

"Compact mobile food operation" means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance;

"Director" means the Director of the City's Community Development Department or designee;

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction;

"Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path;

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location in the public right-of-way; and

"Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

5.40.020 Permits Required

A. Sidewalk Vendor Permit. No person, either for themselves or any other person, shall conduct or engage in sidewalk vending within the City without first obtaining a Sidewalk Vendor Permit pursuant to this Chapter, except for the following:
    1. Vendors operating in conjunction with an event approved through a Temporary Use Permit or Special Event Permit issued by the City
    2. Peddlers and solicitors, as separately regulated under Chapter 9.56
    3. No Sidewalk Vendor Permit shall be required if the vendor only sells, displays, solicits or offers for sale, barter or exchange any of the following:
        i. Newspapers, leaflets, pamphlets, bumper stickers, or buttons.
        ii. Items which have been created, written, composed or otherwise produced by the vendor: Books, cassette tapes, compact discs, paintings, photographs or any other item that is inherently communicative and has nominal utility apart from its communication. Although an item may have some expressive purpose, it will be deemed to have more than nominal utility apart from its communication if it has a common and dominant non-

expressive purpose. Examples of items that have more than nominal utility apart from their communication and thus may not be vended under the provisions of this section, include, but are not limited to, the following: housewares, appliances, articles of clothing, sunglasses, auto parts, oils, incense, perfume, lotions, candles, jewelry, toys, stuffed animals, foodstuffs and beverages.

B. Every permittee, upon receipt of a Sidewalk Vendor Permit, shall maintain the permit with the conveyance for which it is issued at all times of operation.

C. Upon demand of a City employee authorized to enforce this chapter, a person operating a vending conveyance shall present the Sidewalk Vendor Permit that is in effect for the permitholder.

D. All Sidewalk Vendor Permits are the property of the City and each shall authorize the operation of a single specific sidewalk vendor. It is unlawful for any person to sell or transfer, or attempt to sell or transfer, any sidewalk vendor permit.

5.40.30 Permit Application

A. To apply for a Sidewalk Vendor Permit, a person must file an application with the Community Development Department, accompanied by a non-refundable application fee. The application shall be in a form prescribed by the Director and shall contain, at a minimum the following:

1. The full legal name, business address, residential address, and telephone number of the sidewalk vendor.

2. Valid identification, such as a California driver's license, individual taxpayer identification number, Social Security number, or any other government- issued identification card.

3. The name and contact information of all persons that will be utilizing the conveyance for sidewalk vending.

4. Written evidence that the applicant is an owner, lessee or holder of a similar interest in the conveyance to be used for sidewalk vending.

5. A copy of the valid Yolo County Environmental Health Department Permit (including the Commissary Agreement) as applicable to food vendors, except when the sidewalk vending consists solely of twenty-five (25) square feet or less of display area from which only prepackaged non-potentially hazardous

food and whole uncooked produce will be sold. If potentially hazardous food or cooked produce will be sold or the display area is greater than twenty-five (25) square feet, the vendor must provide a copy of the Yolo County Environmental Health Department Permit issued to the vendor.

6. Proof of a valid City business license, or concurrent application for a City business license with the Sidewalk Vendor Permit application.

7. The name and contact information for the operator of the approved commissary as applicable to food vendors.

8. The address of the approved commissary as applicable for food vendors. The commissary shall be subject to a Zoning Clearance if located in the City of Woodland.

9. A commissary service plan, detailing the hours in which the sidewalk vendor will take their conveyance to the commissary to be serviced each day, as applicable to food vendors.

10. Whether the sidewalk vendor intends to operate as a stationary or roaming vendor.

11. If the vendor will be stationary, the application must include a site plan with the proposed location, marked by major cross streets, a photo or sketch of the location on an 8 inch by 11-inch sheet of paper, and the hours per day and the days per week during which the stationary sidewalk vendor proposed to operate at the location.

12. The address where the sidewalk vending conveyance will be parked and stored when not in use.

13. The type of food, goods, and/or merchandise the sidewalk vendor will vend.

14. Food vendors must provide a description of methods for ensuring adequate sanitation and waste management, such as dishwashing, handwashing, grease removal and liquid waste disposal, food storage and preparation, and potable water supply, as applicable.

15. A Certificate of General Liability Insurance in a form acceptable to the City Attorney, to be kept in force during the term of the permit. The insurance must have a minimum of $100,000 coverage and include public liability and bodily insurance. The insurance policy must name the City of Woodland, its officials and employees, as additional insureds. The policy must be endorsed by the state that coverage may not be suspended, voided, cancelled, or reduced in coverage or limits without 30 days prior written notice to the City.

16. Proof of Worker's Compensation insurance, as applicable.

17. Proof of a California Department of Tax and Fee Administration Seller's Permit.

18. Any additional licenses from other State or local agencies to the extent required by law.

19. An acknowledgement that the use of public property is at the sidewalk vendor's own risk and the City does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities.

20. Any other reasonable information regarding the time, place, and manner of the proposed vending.

5.40.040 Permit Fee

A. The Sidewalk Vendor Permit application fee and renewal fee are hereby established and imposed. The City Council shall establish by resolution the amount of these fees, and any related penalties.

5.40.050 Permit Issuance

A. Except as provided in this section, a Sidewalk Vendor Permit shall be issued by the Director upon receipt of a complete application and payment of the permit fee, as specified in this chapter, and after the Director has:

1. Either based on the application and/or a physical inspection of the sidewalk vending conveyance and operation, the Director determines that the sidewalk vendor complies with this code and applicable State and County laws and regulations; and
2. Determined that the business location and vehicle storage location, if within the City, comply with applicable zoning regulations and other codes.

B. A Sidewalk Vendor Permit may be denied by the Director if the following findings are made:

1. The information submitted pursuant to Section 5.40.30 of this chapter is materially false or incomplete.

2. The application as proposed does not meet the requirements for sidewalk vendors, as specified in this chapter, at the discretion of the Director.

3. Within 12 months of the date of application, the applicant, any registered owner of the vending conveyance, or any person with a financial interest in the business that operates the vending conveyance, has had his or her Sidewalk Vendor Permit revoked.

4. A person with 10% or greater financial interest in the operation of the sidewalk vending business has been convicted of a crime, and the time for appeal has elapsed, irrespective of the entry of a subsequent order under Penal Code Section 1203.4; or has committed any act involving dishonesty, fraud, deceit, or moral turpitude with intent to substantially benefit him or herself, or another, or substantially injure another, or having the effect of substantially injuring another.

   Provided, however, that the permit shall be denied upon any of the grounds specified in this subsection (B)(4) only if the Director finds that the crime or act is substantially related to the qualifications, functions or duties of a sidewalk vendor owner or owner of a business which operates vending vehicles or has substantial contact with minors.

   However, no person shall be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Penal Code Section 4852.01 et seq., or that he or she has been convicted of a misdemeanor if he or she has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of a person when considering a petition under Penal Code Section 4852.01 et seq.

5.40.060 Permit Expiration and Renewal

A. All Sidewalk Vendor Permits shall expire one year from their date of issuance. The corresponding City business license shall coincide and expire concurrently with the Sidewalk Vendor Permit. Applications for renewal shall be filed between 90 and 30 days before their date of expiration.

B. If a timely and complete application for renewal is filed, the permit's expiration shall be stayed until a decision on the renewal application is issued. The Director shall either approve or deny the renewal of the permit within 30 calendar days of receipt of the complete application. The Community Development Director may extend the time for consideration of the application for up to an additional 30 calendar days upon written notice to the applicant. The failure of the Community Development Director to timely act shall constitute approval of the renewal of the permit.

C. Applications for Sidewalk Vendor Permit renewal require the following:
   1. Completed Sidewalk Vendor Permit Renewal Form.
   2. Copy of current Yolo County Environmental Health permit, if applicable.
   3. Current Certificate of General Liability insurance.
   4. Verification of the vending location for stationary sidewalk vendors.
   5. Payment of the non-refundable renewal fee in an amount set by resolution of the City Council.

C. Upon application for Sidewalk Vendor Permit renewal, an inspection of the sidewalk

vending operation may be required to verify compliance, at the discretion of the Director.

D. Failure to timely submit a renewal application prior to expiration of the permit shall result in permit expiration. Should a Sidewalk Vendor Permit expire, the vendor who was the permitholder shall be required to submit a complete new application for a Sidewalk Vendor Permit.

5.40.070 Permits Nontransferable

A. No permit granted pursuant to this Chapter shall be transferable. Any change in ownership or operation of a sidewalk vending conveyance requires a new permit under this Chapter. In the event the holder of any sidewalk vendor permit sells or otherwise transfers the conveyance or operation to another person or entity, the permit holder shall notify the City to close the permit within five days of the sale, transfer, or of cease of operations.

5.40.080 Location and Siting

A. Stationary sidewalk vendors are prohibited in areas that are zoned exclusively for residential use. This prohibition does not extend to roaming sidewalk vendors.

B. Stationary sidewalk vending is prohibited in areas with no sidewalks or with narrow sidewalks where the sidewalk vendor's operation cannot still leave a minimum of forty-eight inches (48") of accessible path of travel, without obstruction, along the public sidewalk or public pathway.

C. Roaming sidewalk vending is prohibited in areas with no sidewalks. Roaming vendors may not place or allow any obstruction that would reduce the width of the sidewalk to less than 48 inches, except for the brief duration of time to conduct a sale.

D. Vending Prohibited in Certain Parks. Stationary sidewalk vendors are prohibited from vending in parks where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire. Stationary sidewalk vendors and roaming sidewalk vendors may vend in parks that do not have signed agreements for exclusive food or merchandise concessionaires if they comply with all the requirements of this Chapter.

E. Vending Prohibited Near Farmers' Markets. Sidewalk vendors are prohibited within 600 feet of a permitted certified farmers' market during the limited operating hours of that certified farmers' market.

F. Vending Prohibited Near Swap Meets. Sidewalk vendors are prohibited within 600 feet of a permitted swap meet during the limited operating hours of that swap meet.

G. Vending Prohibited Near Temporary Special Events. Sidewalk vendors are prohibited within 600 feet of an area designed for a temporary special event for the limited duration of the Special Event Permit, as issued pursuant to Chapter

12.40 of the City of Woodland Municipal Code.

H. No sidewalk vendor shall vend in any of the following locations:

1. Within one-hundred (100) feet of:
    i. A police officer, firefighter, lifeguard, or emergency service personnel actively performing their duties or providing service to the public
    ii. A freeway onramp or freeway offramp
    iii. Another sidewalk vendor, unless otherwise approved by the Director
2. Within twenty-five (25) feet of:
    i. Any traffic intersection
    ii. Any driveway, entrance to a parking lot, or alley approach
    iii. A street corner, marked crosswalk, or curb return of any unmarked crosswalk
    iv. A traffic signal, traffic signal controller, or emergency facility
    v. A fire hydrant or fire call box
    vi. A curb painted white, yellow, green, blue, red, or signed for no parking
    vii. A bus stop, bus shelter, or bus bench
    viii. The entrance, exit, or emergency exit to a building, structure, or facility
3. Within fifteen (15) feet of:
    i. An automated teller machine

I. Sidewalk vending is prohibited in whole or in part on a street, alley, bicycle lane, Class I path, roadway median, crosswalk, freeway on-ramp, or other location that may interfere with vehicle or bicycle traffic and create a hazard for vendors and customers.

J. The issuance of a Sidewalk Vendor Permit does not provide an exclusive right to operate within any specific portion of the public right-of-way or any public property.

K. Sidewalk Vending Operation Storage

1. Sidewalk vending operations must be stored at the approved commissary, as applicable for food vendors.
2. Up to two (2) compact mobile food operations or other nonmotorized vending conveyances may be stored on a residential property if stored behind a fence line, inside a garage, or otherwise not visible from the public right-of-way. No other nuisance, odor, or noise shall be caused by the storage of a vending conveyance. A clear description of the storage location and proof of inspection and approval by the Yolo County Environmental Health Department must be provided with the Sidewalk Vendor Permit application for each conveyance.

5.40.090 General Operational Requirements

A. A copy of the Sidewalk Vendor Permit and the permit from the Yolo County Environmental Health Department, as applicable for food vendors, shall be always posted in a location that is clearly visible to patrons of the vendor and City staff.

B. Sidewalk vendors shall immediately move to provide access to the sidewalk if necessary, to avoid impeding the movement of pedestrians or other traffic. Sidewalk vendors must allow persons to freely pass while walking, running, or using mobility assistance devices and to comply with the Americans with Disabilities Act of 1990 (Public Law 101336) and any other disability access standards.

C. All food, goods, and merchandise must be stored inside or affixed to the sidewalk vending operation or carried by the sidewalk vendor.

D. No food, goods, merchandise, signage, equipment, or other possessions of the sidewalk vendor shall be stored on public property.

E. No food, goods, merchandise, or signage of the sidewalk vendor shall be displayed on the ground or on public use items, including but not limited to, benches, tables, and utility infrastructure.

F. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of any trash or refuse generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location.

G. Sidewalk vendors shall immediately clean up any food, grease, or other fluid or items related to vending activities that falls on public property.

H. Sidewalk vending operations shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to, lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects in the public right-of-way.

I. Sidewalk vending operations shall not be left unattended and shall be removed from public property when not in active use by a sidewalk vendor.

J. Sidewalk vendors shall return to the approved commissary at least once daily to dispose of waste, clean, and service the facility, as applicable to food vendors. The mobile vendor may be required to keep a visit log recording the date and time of each visit may be required to be kept at the approved commissary, at the request of the Director.

K. Operations must be self-contained, including any power, fuel, cooling, cooking, shading, and heating equipment. Vending conveyances shall not contain or use

explosive or hazardous materials, with the exception of propane.

L. Sidewalk vendors may not attach or use water lines, electrical lines, or gas lines for their vending operation.

M. Sidewalk vendors may not use any electrical outlet owned by the City or any other person. Power cords or extension cords across the sidewalk or other public right-of-way are prohibited.

N. Sidewalk vendors shall not directly vend goods/merchandise from a car or personal vehicle that does not have the primary purpose of vending.

O. Sidewalk vendors shall not vend to any person traveling in a motor vehicle along a public roadway.

P. Vending operations may not be placed on and sidewalk vendors may not stand on areas improved with flowers, shrubs, street trees, or other landscaping.

Q. No vendor shall outcry, ring bells, play chimes, play an amplified music system, or make any other noise prohibited in Section 9.28.090.

R. Sidewalk vendors shall not have any site furniture, including chairs, tables, shade structures, or signage outside of the sidewalk vending operation.

S. Sidewalk vendors must organize customer queuing in a manner that interferes with pedestrian safety or the flow of traffic.

T. The vendor shall not utilize any equipment or methods that constitute a fire hazard, as determined by the City of Woodland Fire Marshal.

U. Stationary sidewalk vendors who operate outside of daylight hours shall provide adequate lighting that may be necessary to ensure customer safety. Lighting shall be directed downwards and away from adjacent properties.

V. Roaming vendors shall move continuously, except when conducting a sale, which must last no more than 30 minutes.

W. Prohibited Sales: Sidewalk vendors shall not sell or offer any of the following:

1. Alcohol, cannabis, tobacco, or pharmaceutical products, products that contain nicotine, any product or device used to smoke/vape nicotine or cannabis;
2. Fireworks;
3. Adult-oriented materials;
4. Any weapons, including knives, guns, explosive devices, or BB devices or

imitation firearms;
5. Live animals, wildlife, fish, fowl, or insects;
6. Any type of rental activity, including the rental of any goods and services; and
7. Automobile and vehicle services except car washing and windshield repair conducted in compliance with applicable stormwater control requirements.

5.40.100 Violations; Penalties

A. A violation of this chapter by a sidewalk vendor who has a valid Sidewalk Vendor Permit from the City is punishable only by an administrative fine in the following amounts:
   1. One hundred dollars ($100.00) for the first violation.
   2. Two hundred dollars ($200.00) for the second violation within one year of the first violation.
   3. Five hundred dollars ($500.00) for each additional violation within one year of the first violation.
   4. The Director may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

B. A person engaged in sidewalk vending without a valid City sidewalk vending permit is punishable by an administrative fine in amounts not to exceed the following:
   1. Two-hundred and fifty dollars ($250.00) for the first violation.
   2. Five-hundred dollars ($500.00) for the second violation within one year of the first violation.
   3. One-thousand dollars ($1,000.00) for each additional violation within one year of the first violation.
   4. Upon proof of a valid Sidewalk Vendor Permit issued by the City, the administrative fines set forth in this subsection shall be reduced to amounts set forth in subsection A, as required for sidewalk vendors with a valid Sidewalk Vendor Permit.

C. Failure to pay an administrative fine pursuant to this chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized shall not be assessed.

D. A violation of this Chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

E. Should the Director rescind a Sidewalk Vendor Permit, written notice of the action shall be sent to the permitholder. Such notice shall contain a brief statement of the grounds to be relied upon for rescinding such permit. Notice may be given either by personal delivery to the persons to be notified, or by depositing the notice in the U.S. mail in a sealed envelope, postage prepaid, addressed to the persons to by notified at the address appearing in the Sidewalk Vendor Permit. Upon the Director's rescinding of the permit,

the permit shall be null and void.

F. When assessing an administrative fine pursuant to this section, the Director shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgement remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

    1. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the local authority shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to this chapter.
    2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

G. All appeals of administrative fines, citations, and/or permit rescission under this section must be made in compliance with the requirements and procedures of Section 5.44.110 through 5.44.130.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND REPEALING CHAPTER 10.20 AND ADOPTING CHAPTER 5.44 INTO THE WOODLAND MUNICIPAL CODE RELATING TO MOBILE VENDORS

WHEREAS, the California Constitution delegates police powers which give the city authority to enact laws which promote the public health, safety, and general welfare of its citizens, including regulation of mobile vending on both public and private property; and

WHEREAS, the City may regulate mobile food facilities operating in the right-of-way, pursuant to California Vehicle Code Section 22455 and California Health and Safety Code Section 114315; and

WHEREAS, the City Council adopted Ordinance No. 1410 on December 7, 2004 to address the standards for Vendors, Peddlers and Solicitors; and

WHEREAS, on March 1, 2011, the City Council adopted Ordinance No. 1526 amending Section 14-6-9, which later became Chapter 10.20, to create clarified standards for mobile vendors; and

WHEREAS, Senate Bill 972 was signed by Governor Gavin Newsom on September 22, 2022, defining compact mobile food vendor ("CMFO"), a type of nonmotorized mobile vendor not fully addressed or reflected in the permit limit in Chapter 10.20 of the WMC; and

WHEREAS, an increase in unpermitted mobile vendors without licenses from the City or Yolo County Environmental Health Division was documented at the Yolo County Board of Supervisors meeting on September 24, 2024; and

WHEREAS, the City desires to incorporate standards to clarify requirements for CMFOs, address public safety concerns, and improve enforcement of unpermitted mobile vendors; and

WHEREAS, this ordinance ("Ordinance") repeals Chapter 10.20 and adopts Chapter 5.44 into the WMC to outline the permitting, operation, and location requirements, as well as violations and penalties, for mobile vendors operating in the City, in accordance with State law; and

WHEREAS, on November 21, 2024, the Planning Commission conducted a duly noticed public hearing to consider the staff report, recommendations by staff, and public testimony concerning the Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on December 5, 2024, the City gave public notice of a City Council public hearing to be held to consider this Ordinance by advertisement in a newspaper of general circulation; and

WHEREAS, on December 17, 2024, the City Council conducted a duly noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance; (2) the policy considerations discussed therein; and (3) the consideration and recommendation of the Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

SECTION 1. Incorporation of Recitals. The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3 because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment) because this Ordinance will not cause a change in any of the physical conditions within the area affected.

SECTION 3. Repeal. Chapter 10.20 of the Woodland Municipal Code is hereby repealed in its entirety.

SECTION 4. Code Adoption. Chapter 5.44 of the Woodland Municipal Code is hereby adopted to read in full as set forth in the attached Exhibit "A," incorporated by this reference.

SECTION 5. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

SECTION 6. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

INTRODUCED at a regular meeting of the City Council of the City of Woodland, California on the 17th day of December, 2024, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the ____ day of _____, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rich Lansburgh, Mayor

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

EXHIBIT A

[Insert Exhibit A – Chapter 5.44 Mobile Vendors]

5.44 Mobile Vendors

5.44.010 Definitions

"Compact mobile food operation" means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance;

"Commissary" means a food facility that services mobile food facilities, compact mobile food operations, or vending machines where any of the following occur: (a) Food, containers, or supplies are stored. (b) Food is prepared or prepackaged for sale or service at other locations. (c) Utensils are cleaned. (d) Liquid and solid wastes are disposed, or potable water is obtained;

"Director" means the Director of the City's Community Development Department or designee;

"Mobile food facility" means any vehicle or trailer used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer;

"Mobile vending conveyance" means any vehicle, trailer, cart, stand, wagon, or other motorized or nonmotorized conveyance used for vending food or non-food merchandise;

"Roaming mobile vendor" means a mobile vendor who moves from place to place and stops only to complete a transaction; and

"Stationary mobile vendor" means a mobile vendor who vends from a fixed location on private property.

5.44.020 Permits Required

A. Mobile Vendor Permit. It is unlawful for any person to maintain, manage, or operate a mobile vending conveyance within the City unless such activity is maintained, managed, or operated in strict compliance with all applicable city, county, state, and federal laws, rules, and regulations, including the possession of a Mobile Vendor Permit issued by the City.
    1. Stationary mobile vendors on private property shall be subject to Section 17.84.250 of the City of Woodland Zoning Ordinance in addition to the provisions of this chapter.
    2. Roaming motorized food facilities operating in the public right-of-way and other roaming mobile vendors operating on public property shall be subject to the provisions of this chapter.
    3. Exemptions:
        - Temporary mobile vendors operating on a site with a permanent brewery, school, hospital, or similar site at the discretion of the Director and located on the site for greater than 30 minutes but no longer than 4 hours per day, as contracted with the business on site with written

consent of the property owner or authorized official.

- Vendors catering a private event located fully on private property that is not open to the general public.
- The sale of agricultural products on the site where they are grown.
- Sidewalk vendors shall be subject to separate requirements under Chapter 5.40.
- Peddlers and solicitors shall be subject to separate requirements under Chapter 9.56.
- Vendors operating in conjunction with a Temporary Use Permit or Special Event Permit shall be subject to separate requirements under Section 17.84.370 and Chapter 12.40.

B. All Mobile Vendor Permits are the property of the City and each shall authorize the operation of a single mobile vending conveyance.

5.44.030 Permit Application

A. To apply for a Mobile Vendor Permit, the vendor must file an application with Community Development Department, accompanied by a nonrefundable application fee. The application shall be in a form prescribed by the Director and shall contain, at a minimum the following:

1. The full legal name, business address, residential address, and telephone number of the mobile vendor.

2. Valid identification, such as a California driver's license, individual taxpayer identification number, Social Security number, or any other government-issued identification card.

3. The name and contact information of all persons that will be utilizing the conveyance for mobile vending.

4. The State vehicle license plate number and the vehicle identification number of the mobile vending conveyance, if applicable.

5. Written evidence that the applicant is an owner, lessee or holder of a similar interest in the conveyance to be used for mobile vending.
6. A copy of the valid Yolo County Environmental Health Department Permit for food vending, including the approved Commissary Agreement and Restroom Agreement, except when the mobile vending consists solely of twenty-five (25) square feet or less of display area from which only prepackaged non-potentially hazardous food and whole uncooked produce will be sold. If potentially hazardous food or cooked produce will be sold or the display area is

greater than twenty-five (25) square feet, the vendor must provide a copy of the Yolo County Environmental Health Department Permit issued to the vendor.

7. Proof of a valid City business license, or concurrent application for a City business license with the Mobile Vendor Permit application.

8. The name and contact information for the operator of the approved commissary as applicable to food vendors.

9. The address of the approved commissary as applicable for food vendors. The commissary shall be subject to Zoning Clearance if located in the City of Woodland.

10. A commissary service plan detailing the hours in which the mobile vendor will take their conveyance to the commissary to be serviced each day, as applicable to food vendors.

11. The proposed greywater disposal location.

12. The address where the mobile vending conveyance will be parked and stored when not in use.

13. A description of the vendor type. If vendors are proposing to operate as stationary vendors, the additional requirements of Section 17.84.250 apply. If a mobile vendor proposes to operate one vendor conveyance as stationary and roaming, or as a mobile vendor and a sidewalk vendor, they shall apply for a Mobile Vendor Permit with a description of all proposed methods of operation.

14. A business operation plan, including vending areas and hours of operation.

15. The type of food, goods, and/or merchandise the mobile vendor will vend.

16. Food vendors must provide a description of methods for ensuring adequate sanitation and waste management, such as dishwashing, handwashing, grease removal and liquid waste disposal, food storage and preparation, and potable water supply, as applicable.

17. A Certificate of General Liability Insurance for vendors operating in the public right-of-way or public property. Must be provided in a form acceptable to the City Attorney, to be kept in force during the term of the permit. The insurance

must have a minimum of $100,000 coverage and include public liability and bodily insurance. The minimum coverage required may be increased if the operation includes open flame, high-risk potentially hazardous foods, or other risks at the discretion of the Director. The insurance policy must name the City of Woodland, its officials and employees, as additional insureds. The policy must be endorsed by the state that coverage may not be suspended, voided, cancelled, or reduced in coverage or limits without 30 days prior written notice to the City.

18. Proof of Worker's Compensation insurance, as applicable.

19. Proof of vehicle registration with the California Department of Motor Vehicles and proof of an automobile insurance policy, as applicable.

20. Proof of a California Department of Tax and Fee Administration Seller's Permit.

21. Any additional licenses from other State or local agencies to the extent required by law.

22. Any other reasonable information regarding the time, place, and manner of the proposed vending.

5.44.040 Permit Fee

A. The Mobile Vendor Permit fee is hereby established and imposed. The City Council shall establish by resolution the amount of the Mobile Vendor Permit fee, and any related penalties.

5.44.050 Permit Transferability

A. Mobile Vendor Permits are not transferable, except as specified in Section 17.84.250. Permit holders shall notify the City within 5 days of sale, transfer of ownership, or closure of the mobile vending business or operation.

5.44.060 Permit Issuance

A. Except as provided in this section, a Mobile Vendor Permit shall be issued by the Director upon receipt of a complete application and payment of the permit fee, as specified in this chapter, and after the Director has:
    1. Either based on the application and/or a physical inspection of the mobile vending conveyance and operation, the Director determines that the mobile vendor complies with this code and applicable State and County laws and regulations; and
    2. Determined that the business location and vehicle storage location, if within the

City, comply with applicable zoning regulations and other codes.

B. A Mobile Vendor Permit may be denied by the Director if the following findings are made:

1. The information submitted pursuant to Section 5.44.30 of this chapter is materially false or incomplete;

2. The application as proposed does not meet the requirements for mobile vendors, as specified in this chapter and Section 17.84.250, at the discretion of the Director;

3. Within 12 months of the date of application, the applicant, any registered owner of the vending conveyance, or any person with a financial interest in the business that operates the vending conveyance, has had his or her Mobile Vendor Permit revoked; or

4. A person with 10% or greater financial interest in the operation of the mobile vending business has been convicted of a crime, and the time for appeal has elapsed, irrespective of the entry of a subsequent order under Penal Code Section 1203.4; or has committed any act involving dishonesty, fraud, deceit, or moral turpitude with intent to substantially benefit him or herself, or another, or substantially injure another, or having the effect of substantially injuring another.

Provided, however, that the permit shall be denied upon any of the grounds specified in this subsection (B)(4) only if the Director finds that the crime or act is substantially related to the qualifications, functions or duties of a sidewalk vendor owner or owner of a business which operates vending vehicles or has substantial contact with minors. However, no person shall be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Penal Code Section 4852.01 et seq., or that he or she has been convicted of a misdemeanor if he or she has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of a person when considering a petition under Penal Code Section 4852.01 et seq.

5.44.070 Permit Expiration and Renewal

A. All Mobile Vendor Permits shall expire one year from their date of issuance. The corresponding City business license shall coincide and expire concurrently with the Mobile Vendor Permit. Applications for renewal shall be filed between 90 days and 30 days before their date of expiration.

B. If a timely and complete application for renewal is filed, the permit's expiration shall

be stayed until a decision on the renewal application is issued. The Director shall either approve or deny the renewal of the permit within 30 calendar days of receipt of the complete application. The Community Development Director may extend the time for consideration of the application for up to an additional 30 calendar days upon written notice to the applicant. The failure of the Community Development Director to timely act shall constitute approval of the renewal of the permit.

C. Upon application for Mobile Vendor Permit renewal, an inspection of the mobile vending conveyance may be required at the discretion of the Director prior to renewal.

D. An inspection of the approved vending location, as applicable to stationary vendors as specified in Section 17.84.250 of the City of Woodland Zoning Ordinance, may be required at the discretion of the Director prior to renewal.

E. Applications for Mobile Vendor Permit renewal require the following:
   1. Completed Mobile Vendor Permit Renewal Form.
   2. Copy of current Yolo County Environmental Health permit, if applicable.
   3. Verification of the vending location for stationary mobile vendors, as specified in Section 17.84.250.

F. Should a Mobile Vendor Permit expire, the vendor who was the permit holder shall be required to submit a new application for a Mobile Vendor Permit.
   1. Stationary mobile vendors subject to the 13-permit limit shall be placed on the permit availability list as specified in Section 17.84.250.F of the City of Woodland Zoning Ordinance.

5.44.080 Location and Siting Requirements

A. Mobile vending is prohibited on properties that are vacant, unimproved, or stand-alone parking lots. A mobile vending conveyance may only be stopped or parked on surfaces paved with concrete, asphalt, or another impervious surface.

B. Mobile vending conveyances shall not be located in any emergency fire lane, drive aisle, or any other location that may interfere with access by emergency services and vehicular traffic.

C. Mobile vending conveyances shall not obstruct walkways, sidewalks, or other pathways.

D. Mobile vending conveyances shall not be placed on, and mobile vendors shall not stand on, areas improved with flowers, shrubs, street trees, or other landscaping.

E. Mobile vendors are prohibited on sites developed as a gas station or other vehicle service station.

F. Vending Prohibited Near Farmers' Markets. Mobile vendors are prohibited within 600 feet of a permitted certified farmers' market during the limited operating hours of that certified farmers' market.

G. Vending Prohibited Near Swap Meets. Mobile vendors are prohibited within 600 feet of a permitted swap meet during the limited operating hours of that swap meet.

H. Vending Prohibited Near Temporary Special Events. Mobile vendors are prohibited within 600 feet of an area designed for a temporary special event for the limited duration of the Special Event Permit, as issued pursuant to Chapter 12.40 of the City of Woodland Municipal Code.

I. Mobile vendors must be located at least three hundred (300) feet apart.

J. Mobile vendors must be located at least 200 feet from existing brick-and-mortar restaurants, unless the mobile vendor is affiliated with the restaurant.

K. No mobile vendor shall vend in any of the following locations:

1. Within one hundred (100) feet of:
    i. A police officer, firefighter, lifeguard, or emergency service personnel actively performing their duties or providing service to the public
    ii. A freeway onramp or freeway offramp
2. Within twenty-five (25) feet of:
    i. Any traffic intersection
    ii. Any driveway, entrance to a parking lot, or alley approach
    iii. A street corner, marked crosswalk, or curb return of any unmarked crosswalk
    iv. A traffic signal, traffic signal controller, or emergency facility
    v. A fire hydrant or fire call box
    vi. A curb painted white, yellow, green, blue, red, or signed for no parking
    vii. A bus stop, bus shelter, or bus bench
    viii. The entrance, exit, or emergency exit to a building, structure, or facility
3. Within fifteen (15) feet of:
    i. An automated teller machine

L. Mobile Vending Conveyance Storage

1. Mobile vending conveyances must be stored at the approved commissary, as

applicable for food vendors. If the mobile vendor is not a food vendor or the commissary does not have parking capacity, the following storage locations may be considered, subject to approval by the Director:

i. Up to two (2) compact mobile food operations or other nonmotorized vending conveyances may be stored on a residential property if stored behind a fence line, inside a garage, or otherwise not visible from the public right-of-way. No other nuisance, odor, or noise shall be caused by the storage of a vending conveyance. A clear description of the storage location and proof of inspection and approval by the Yolo County Environmental Health Department must be provided with the Mobile Vendor Permit application for each conveyance.

ii. Mobile food facilities or other motorized vending facilities may be stored in commercial and industrial areas if screened or otherwise not visible from the public right-of-way, as approved by the Director.

5.44.090 Operation Requirements

A. A copy of the Mobile Vendor Permit and the required permit from the Yolo County Health Department, as applicable for food vendors, shall be always posted in a location that is clearly visible to patrons of the vendor and City staff.

B. Mobile vendors shall return to the approved commissary at least once daily to dispose of waste, clean, and service the facility, as applicable to food vendors. The mobile vendor may be required to keep a visit log recording the date and time of each visit may be required to be kept at the approved commissary, at the request of the Director.

C. Mobile vending conveyances shall park at the storage location approved by the City and Yolo County Environmental Health Department when not operating.

D. Mobile vendors and mobile vending conveyances shall not permanently alter the character or physical facilities of the property where they occur.

E. Mobile vending must be accessory to a primary use on any site.

F. Roaming mobile vendors shall not be stopped in one location or on one property for over 30 minutes. Motorized mobile vending conveyances operating in the public right-of-way must move continuously, stopping only to complete transactions with customers.

G. Roaming mobile vending conveyances must be legally parked when temporarily stopped to complete a transaction with customers.

H. If a mobile vendor is located in a parking lot, the minimum number of on-site parking spaces pursuant to Section 17.68.030 must be available, unless otherwise

approved by the Director.

I. Mobile vendors shall not have any site furniture, including chairs, tables, shade structures, or other structures outside of the mobile vending conveyance, unless otherwise approved by the Director.

J. Mobile vendors must keep the vending area clean of litter or debris. Prior to leaving any vending location, the mobile vendor shall pick up, remove, and dispose of any trash or refuse generated by the vending operation or the vendor's customers within a 15-foot radius of the vending location.

K. Mobile vendors shall provide trash receptacles for customer use on the site. Trash receptacles shall be emptied and removed prior to the closure of the mobile vending conveyance.

L. Vendors shall immediately clean up any food, grease, or other fluid or item related to vending activities that falls outside of the vending conveyance. Any waste and wastewater must be disposed of at the approved commissary.

M. All food, goods, and merchandise must be stored inside or affixed to the mobile vending conveyance or carried by the vendor.

N. No vendor shall outcry, ring bells, play chimes, play an amplified music system, or make any other noise prohibited in Section 9.28.090.

O. Mobile vending conveyances must be fully self-contained, and may not attach or use water lines, electrical lines, or gas lines.

P. Mobile vendors may not use any electrical outlet owned by the City or any other person. Power cords or extension cords across the sidewalk, any public right-of- way, parking lot, or pathway are prohibited.

Q. Operations shall only be conducted from a vehicle or conveyance consistent with state law and Yolo County Health Department approvals. Mobile vendors shall not directly vend food, goods, or merchandise from a car or personal vehicle that does not have the primary purpose of vending.

R. Mobile vendors shall not vend to any person traveling in a motor vehicle along a public roadway.

S. Vendors must organize customer queuing in a manner that does not interfere with pedestrian safety or the flow of traffic.

T. The vendor shall not utilize any equipment or methods that constitute a fire

hazard, as determined by the Fire Marshal.

U. Prohibited Sales: Mobile vendors shall not sell or offer any of the following:

1. Alcohol, cannabis, tobacco, or pharmaceutical products, products that contain nicotine, any product or device used to smoke/vape nicotine or cannabis;
2. Fireworks;
3. Adult-oriented materials;
4. Any weapons, including knives, guns, explosive devices, or BB devices or imitation firearms;
5. Live animals, wildlife, fish, fowl, or insects;
6. Any type of rental activity, including the rental of any goods and services; and
7. Automobile and vehicle services except car washing and windshield repair conducted in compliance with applicable stormwater control requirements.

5.44.100 Violations; Penalties

A. The City hereby declares that mobile vending conveyances that are not in compliance with the provisions of this Section or Section 17.84.250 are a detriment to the public health, safety, and general welfare and are a public nuisance as defined in Chapter 9.04 (Nuisances) of the City of Woodland Municipal Code. In addition to any other remedy allowed by law or penalties described in this section, any person who violate a provision of this chapter is subject to administrative citation pursuant to Chapter 9.20.

B. A violation of this Chapter and/or Section 17.84.250 by a mobile vendor that has a valid Mobile Vendor Permit from the City is punishable by the following:
    1. A code violation notice upon first violation.
    2. A fine of two-hundred and fifty dollars ($250.00) for a second violation or any subsequent violation.
    3. Permit suspension or revocation subject to an administrative hearing held by the Community Development Director for the third or any subsequent violation.

C. A person engaged in mobile vending without a Mobile Vendor Permit is punishable by an administrative fine in the following amounts;
    1. An administrative fine of five hundred dollars ($500.00) for the first violation and any subsequent violation.

D. Should a mobile vendor without a Mobile Vendor Permit be operating on private property within the City of Woodland, the property owner is punishable by an administrative fine in the following amounts:
    1. An administrative fine of two hundred and fifty dollars ($250.00) for the first violation and any subsequent violation.

E. No Mobile Vendor Permit shall be suspended or revoked until a hearing is held by the Director. Written notice of the hearing shall be sent to the permitholder. Such notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending such permit. Notice may be given either by personal delivery to the persons to be notified, or by depositing the notice in the U.S. mail in a sealed envelope, postage prepaid, addressed to the persons to be notified at the address appearing in the Mobile Vendor Permit. An additional notice shall be sent to the permitholder following the final determination.

F. Upon the Director's suspension or revocation of any permit pursuant to this section, the permit shall be null and void.

5.44.110 Appeals

A. Any applicant or permittee aggrieved by a decision of the Community Development Director in denying, suspending, modifying or revoking a permit, or imposing conditions on the issuance of a permit or permit renewal, may appeal the decision to the City Council in accordance with the procedures set forth in this section.

B. Any applicant or permittee who desires to appeal a decision of the Community Development Director, may appeal the decision by submitting a written appeal to the City Clerk within 10 calendar days from the date of service of the notice of denial, suspension, modification, revocation, or conditioned approval or renewal. The written appeal shall contain:

1. A brief statement in ordinary and concise language of the specific decision or condition protested, together with any material facts claimed to support the contentions of the appellant;
2. A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested action should be reversed or otherwise set aside;
3. The signatures of all parties named as appellants and their official mailing addresses; and
4. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

C. Upon receipt of a timely filed appeal, the City Clerk shall cause the matter to be sent for hearing before the City Council within 30 calendar days from the date of receipt of the notice of appeal, giving the appellant not less than 10 calendar days' notice in writing of the time and place for hearing.

D. Failure of any person to timely file an appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and decision, or any portion thereof.

E. Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.

F. The mobile vendor shall cease operations during the pendency of any appeal.

G. The provisions of the Administrative Procedure Act (commencing with Section 11500 of the Government Code of the State) shall not be applicable to such a hearing, nor shall formal rules of evidence in civil or criminal justice proceedings be so applicable.

H. The City Council shall by resolution from time to time establish a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.

5.44.120 Hearings – Appeals

A. At the time set for hearing, the City Council shall proceed to hear the testimony of the Community Development Director, the appellant, and other competent persons, including members of the public, respecting those matters or issues specifically raised by the appellant in the notice of appeal.

B. The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.

C. The City Council may, upon request of the appellant or upon request of the City, grant continuances from time to time for good cause shown, or upon his or her own motion.

D. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

E. Oral evidence shall be taken only upon oath or affirmation.

F. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.

G. The City Council has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate

undue consumption of time.

H. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration.

I. Each party shall have these rights, among others:
    1. To call and examine witnesses on any matter relevant to the issues of the hearing;
    2. To introduce documentary and physical evidence;
    3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
    4. To impeach any witness regardless of which party first called the witness to testify;
    5. To rebut the evidence presented against the party; and
    6. To represent him, her, or itself or to be represented by anyone of his, her, or its choice who is lawfully permitted to do so.

J. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact that may be judicially noticed by the courts of this State or that may appear in any of the official records of the City or any of its departments.

5.44.130 Forms, contents, finality of decision of appeals

A. If it is shown, by a preponderance of the evidence, that one or more bases exist to deny, suspend, modify, or revoke the permit, the City Council shall affirm the Community Development Director's decision to deny, suspend, modify, revoke or condition the permit.

B. The City Council’s determination of the appeal shall be final.

C. The final decision shall inform the appellant that the decision is a final decision and that the time for judicial review is governed by California Code of Civil Procedure Section 1094.6. Copies of the decision shall be delivered to the appellant personally or sent by certified mail to the address shown on the appeal within 10 business days following the conclusion of the hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND REPEALING AND REPLACING SECTION 17.84.250 OF WOODLAND MUNICIPAL CODE TITLE 17 ZONING ORDINANCE RELATING TO MOBILE VENDING AND FOOD PREPARATION

WHEREAS, the California Constitution delegates police powers which give the city authority to enact laws which promote the public health, safety, and general welfare of its citizens, including regulation of mobile vending on both public and private property; and

WHEREAS, Senate Bill 972 was signed by Governor Gavin Newsom on September 22, 2022, defining compact mobile food vendor ("CMFO"), a type of nonmotorized mobile vendor not fully addressed or reflected in the permit limit in Chapter 10.20 of the Woodland Municipal Code ("WMC"); and

WHEREAS, on June 18, 2024, the City Council adopted Ordinance No. 1722, a Comprehensive Zoning Code Update Section including 17.84.250 relating to mobile vendors on private property; and

WHEREAS, Section 17.84.250 was found to have language regarding mobile vendor requirements created inconsistencies with state legislation and the mobile vendor ordinance in the WMC; and

WHEREAS, land uses related to mobile vending, including commissary kitchens and food truck hubs, are not directly addressed in the Title 17 Zoning Ordinance; and

WHEREAS, this ordinance ("Ordinance") repeals and replaces Section 17.84.250 of the WMC to supplement the requirements for mobile vendors in Chapter 5.44 for stationary mobile vendors on private property, vendors affiliated with local brick-and-mortar restaurants, food truck hubs, and food preparation uses such as commissaries; and

WHEREAS, on November 21, 2024, the Planning Commission conducted a duly noticed public hearing to consider the staff report, recommendations by staff, and public testimony concerning the Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on December 5, 2024, the City gave public notice of a City Council public hearing to be held to consider this Ordinance by advertisement in a newspaper of general circulation; and

WHEREAS, on December 17, 2024, the City Council conducted a duly noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance; (2) the policy considerations discussed therein; and (3) the consideration and recommendation of the Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

SECTION 1. Incorporation of Recitals. The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3 because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment) because this Ordinance will not cause a change in any of the physical conditions within the area affected.

SECTION 3. Repeal and Replace. Section 17.84.250 of the Title 17 Zoning Ordinance is hereby repealed in its entirety and replaced to read in full as set forth in the attached Exhibit "A," incorporated by this reference.

SECTION 4. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

SECTION 5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

INTRODUCED at a regular meeting of the City Council of the City of Woodland, California on the 17th day of December 2024, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the ____ day of _____, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rich Lansburgh, Mayor

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

EXHIBIT A

[Insert Exhibit A – Section 17.84.250 Mobile Vending and Food Preparation]

17.84.250 Mobile Vending and Food Preparation

A. Definitions

"Compact mobile food operation" means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance;

"Commissary" means a food facility that services mobile food facilities, compact mobile food operations, or vending machines where any of the following occur: (a) Food, containers, or supplies are stored. (b) Food is prepared or prepackaged for sale or service at other locations. (c) Utensils are cleaned. (d) Liquid and solid wastes are disposed, or potable water is obtained;

"Stationary mobile vendor" means a mobile vendor who vends from a fixed location on private property;

"Mobile food facility" means any vehicle or trailer used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer; and

"Mobile vending conveyance" means any vehicle, trailer, cart, stand, wagon, or other motorized or nonmotorized, moveable facility used for vending food or non-food merchandise.

B. Permits Required

1. Stationary mobile vendors operating on private property shall be subject to the provisions of this section, in addition to the requirements of Chapter 5.44 of the City of Woodland Municipal Code, including, but not limited to, the requirement for a Mobile Vendor Permit.
2. The maximum number of Mobile Vendor Permits issued for stationary mobile food facilities or other motorized mobile vending conveyances shall be 13, except as described in subsection C(1).
    i. Should all 13 permits for stationary mobile food facilities or other motorized mobile vending conveyances be filled, the Director shall place subsequent applicants that meet City requirements on a permit availability list and shall notify the applicant of this decision and provide him or her with general information regarding the permit availability list. In the event a Mobile Vendor Permit becomes available, the Director shall notify the applicant who has been on the permit availability list the longest and allow him or her a reasonable time to provide the Director with any information necessary to ensure the application is current and otherwise complies with this code. If the applicant does so, he or she shall receive the Mobile Vendor Permit. In the event the applicant does not, the Director shall remove that applicant from the permit availability list and repeat the process until a permit has been issued or all the applicants on

the permit availability list have been notified.

C. Mobile Food Facilities for Local Brick-and-Mortar Restaurants

1. Each legally established restaurant located in a brick-and-mortar location may have one mobile vending conveyance that is owned by the restaurant owner(s), under the same business license, and that substantially has the same business name as the restaurant. Such mobile vending facilities will not be subject to the 13-permit limit on stationary motorized mobile vending facilities allowed in the City jurisdiction.
2. Restaurants that wish to serve as a commissary for more than one mobile vendor must obtain approval by the Community Development Department and the Public Works Department. Any additional stationary mobile food facilities affiliated with an existing restaurant beyond one will be subject to the 13-permit limit per subsection B(2).
3. The affiliated restaurant must be approved by Yolo County Environmental Health and the City as the commissary for the mobile food facility.

D. Sale or transfer of mobile vending conveyance

1. In the event that a Mobile Vendor Permit holder for a stationary mobile food facility or other motorized vending conveyance subject to the 13- permit limit sells or otherwise transfers the mobile vendor vehicle to a bona fide purchaser for value, such bona fide purchaser for value may continue to operate the mobile vending conveyance in the same location previously approved through the stationary Mobile Vendor Permit within the City provided the purchaser first complies with all of the provisions and requirements of this section and Chapter 5.44 of the City of Woodland Municipal Code, including having applied for and obtained all required licenses and permits.
2. Within five days of any mobile vendor conveyance sale or transfer, the seller shall notify the City of the sale or transfer and shall provide proof of the sale or transfer as may be required by the City.
3. A bona fide purchaser of a mobile vendor conveyance previously approved through a Mobile Vendor Permit subject to the 13-permit limit on stationary motorized mobile vendors shall provide all necessary updated application documents and information within ninety (90) days of the original owner ceasing operations. A bona fide purchaser pursuant to this section shall not be placed on the permit availability list when applying for a stationary Mobile Vendor Permit to replace the permit of the previous permittee for the purchased vehicle.

E. Application Requirements. In addition to the Mobile Vendor Permit application requirements outlined in Chapter 5.44 of the Woodland Municipal Code, the following will be required for review for mobile vendors subject to this section:

1. Site plan including the parking location address, existing site conditions, major cross streets, and the proposed operation location.

2. The private property owner's written authorization to operate and vend on the private property. The written authorization shall describe the approved location and operation schedule
3. Any other reasonable information regarding time, place, and manner of proposed vending.

F. Permit Expiration and Renewal. Mobile Vendor Permits for stationary mobile vendors subject to this section shall be subject to the following, in addition to Section 5.44.070 of the City of Woodland Municipal Code:
    1. Should a Mobile Vendor Permit subject to the 13-permit limit for stationary mobile vendors expire, the vendor must reapply for a Mobile Vendor Permit. If there are no permits available due to the 13-permit limit for stationary mobile vendors, the vendor will be placed on the permit availability list, as described in subsection B(2)(i).

G. Location and Siting Requirements. In addition to the location and siting requirements in Section 5.44.080 of the City of Woodland Municipal Code, the following will be required for mobile vendors subject to this section:
    1. Stationary mobile vending facilities may be permitted, subject to the requirements of this Code including all applicable operating standards and granting of a Mobile Vendor Permit as provided in Chapter 5.44, in the Corridor Mixed Use-West Main (CMU-WM), Corridor Mixed Use- East (CMU-E), Corridor Mixed Use-Kentucky (CMU-K), Corridor Mixed Use-Flex (CMU-F), Community Commercial Mixed Use (CCMU), Regional Commercial-Flex (RC-F), Regional Commercial (RC), and Industrial Flex (IF) zones.
    2. Stationary mobile vendors are prohibited in residential areas in the City and within one hundred (100) feet of properties zoned Residential Low (R-L), Residential Low-Medium (R-LM), Residential Medium (R-M), and Residential High (R-H).
    3. Stationary mobile vendors must be accessory to a primary permitted use that has a valid business license on the same lot as their approved location.
    4. No more than one stationary mobile vendor shall be allowed per lot, except as allowed in Section 17.84.250 or otherwise approved by the Community Development Director.
    5. Adequate access, drainage, sanitation, and other necessary facilities must be provided on the proposed site in a safe and secure matter. The City's Traffic Engineer and Fire Marshall shall review and approve each location prior to operation.

H. Mobile Vending Conveyance Storage. In addition to the storage requirements detailed in subsection 5.44.080.J of the City of Woodland Municipal Code, the following shall apply to mobile vendors subject to this section:
    1. The approved vending location may be approved as an overnight storage location

for stationary mobile vendors, if the permit holder provides verification that the vending conveyance is serviced at the approved commissary daily, subject to the discretion of the Community Development Director.

I. Operating Standards. In addition to the operation requirements detailed in Section 5.44.090 of the City of Woodland Municipal Code, the following will be required for mobile vendors subject to this section:

1. Stationary mobile vendors must have access to approved restroom facilities within 200 feet of the vending site. Restroom facilities must be easily accessible to the food handlers and be supplied with hot water, soap, and towel dispensers. The restroom facility must be listed in the Restroom Agreement on file with the Yolo County Environmental Health Division.

J. Mobile Vending Conveyance Design Standards

1. Signage must be professional and readable. The use of prohibited or unpermitted signs for mobile vendors is not allowed.
2. No freestanding or banner signs shall be displayed.
3. Mobile vendors shall not have any site furniture, including chairs, tables, shade structures, or other structures outside of the mobile vending conveyance, unless otherwise approved by the Director.
4. Mobile vending conveyances must be self-contained, including any signage, fuel, cooking equipment, shading, and heating and cooling equipment.
5. Mobile vending conveyances must be functioning and operable.

K. Food Preparation and Commissary Requirements

1. Stationary mobile food facilities must have an approved commissary that is located in the City of Woodland jurisdiction.
2. Existing restaurants may act as commissaries for no more than two mobile food facilities or compact mobile food operations at any time, subject to approval by the Community Development Department Director, the Public Works Department, and by the Yolo County Environmental Health Division.
3. A business that is a commissary for mobile food facilities and/or compact mobile food operations must be in a zone where the food preparation use is permitted.
4. No stand-alone food preparation uses shall be allowed in the Downtown Core (DX-1) zone facing Main Street. Any commissary or other food preparation use must be accessory to the primary use, such as a customer facing restaurant.
5. The Public Works Department must approve the commissary location and determine that the site has sufficient capacity to support the mobile vendor prior to permit application approval.
6. The food preparation use may require site upgrades or increased servicing at cost

to the business and/or property owner to support multiple mobile food facilities, catering operations, or other food production operations.

7. The commissary must provide facilities for preparation and packaging of food, potable water supply, liquid waste disposal facilities, waste grease removal, refrigerated/frozen food storage, dry food storage, utensil storage, electrical hook-up, ware washing, restrooms, and truck/cart cleaning, as specified by the Yolo County Environmental Health Department Director.
8. Overnight parking for mobile food facilities or compact mobile food operations must be provided by the commissary, unless an alternative location for the parking of each mobile vendor or sidewalk vendor utilizing the commissary is approved by the Community Development Director.
9. Any stationary mobile vendor with a Mobile Vendor Permit previously approved by the City prior to the effective date of the ordinance codified in this section shall be entitled to a ninety (90) day period to find a new commissary if the vendor's existing commissary does not comply with the requirements of this section. At the expiration of the ninety (90) day period, existing vendors shall be subject to the same commissary requirements as new vendors.

L. Permanent Food Truck Hub. A food-court style vendor hub, where multiple stationary mobile food facilities are located may be considered in non-residential zones, subject to a Zoning Administrator Permit at the discretion of the Community Development Director.
    1. Food truck hubs shall require permanent infrastructure including dining areas, restrooms, service areas for the vending vehicles, lighting, and landscaping.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CHAPTER 8.32 INTO THE WOODLAND MUNICIPAL CODE RELATING TO THE ADOPTION BY REFERENCE OF THE FOOD HANDLING CHAPTER OF THE YOLO COUNTY CODE

WHEREAS, the California Government Code Sections 500022.9 allows cities to enact ordinances which adopt by reference county ordinances; and

WHEREAS, Chapter 3 of Title 6 of the Yolo County Code, entitled "Food Handling" includes the permitting requirements for food facilities; and

WHEREAS, the Yolo County Environmental Health Division implements the permitting process as described in Chapter 3 of Title 6 of the Yolo County Code to protect public health and food safety; and

WHEREAS, the City intends to collaborate with the Yolo County Environmental Health Division in the enforcement of health permitting for food facilities within Woodland; and

WHEREAS, this ordinance ("Ordinance") adopts Chapter 8.32 into the Woodland Municipal Code, which adopts by reference Chapter 3 of Title 6 of the Yolo County Code; and

WHEREAS, on November 21, 2024, the Planning Commission conducted a duly noticed public hearing to consider the staff report, recommendations by staff, and public testimony concerning the Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on December 5, 2024, the City gave public notice of a City Council public hearing to be held to consider this Ordinance by advertisement in a newspaper of general circulation; and

WHEREAS, on December 17, 2024, the City Council conducted a duly noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance; (2) the policy considerations discussed therein; and (3) the consideration and recommendation of the Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

SECTION 1. Incorporation of Recitals. The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. CEQA. The City Council finds that adoption of this Ordinance is exempt

from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3 because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment) because this Ordinance will not cause a change in any of the physical conditions within the area affected.

SECTION 3. Code Adoption. Chapter 8.32 of the Woodland Municipal Code is hereby adopted to read in full as set forth in the attached Exhibit "A," incorporated by this reference.

SECTION 4. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

SECTION 5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

INTRODUCED at a regular meeting of the City Council of the City of Woodland, California on the 17th day of December, 2024, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the ____ day of _____, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rich Lansburgh, Mayor

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

EXHIBIT A

[Insert Exhibit A – Chapter 8.32 Food Handling]

8.32 Food Handling

8.32.010 Yolo County Code Adoption

A. The City adopts by reference, and makes a part of this Chapter, Yolo County Code Chapter 3 of Title 6, entitled "Food Handling," except as amended in this chapter.

B. Amendments to Yolo County Code

1. Section 6-3.01 Definitions, is amended to read as follows:

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) "Director of Environmental Health" shall mean the Director of the Yolo County Environmental Health Division or his/her designated employee.

(b) "Employee" shall mean any person who is engaged in the handling, preparation, packaging, or serving of food or drink, or in the handling of utensils used in the preparation, packaging, or serving of food or drink, or who is employed, with or without pay, at any time in any room in which food or drink is prepared, packaged, or served.

(c) "Food Facility" shall mean an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level as more fully defined in the California Health and Safety Code, Sections 113789 and 113831.

(d) "Operator" shall mean every person, owner, or agent conducting the business of a Food Facility.

(e) "Person" shall mean the property owner, business owner, operator, or any person who engages in, enables, allows, permits, or otherwise sponsors the operation of a Food Facility.

(f) "Placard" shall mean a color-coded placard that describes the compliance status of the food facility at the most recent Routine Inspection or Re-Inspection. The color green shall be the primary color used for a "PASS" placard. The color yellow shall be the primary color used to a "CONDITIONAL PASS" placard. The color red shall be the primary color for the "CLOSED" placard.

(g) "Re-Inspection" shall mean an inspection of any food facility by the Director of Environmental Health to determine compliance with an inspection report following a Routine Inspection, or any interim inspection conducted to determine compliance with specific regulations or legal requirements.

(h) "Routine Inspection" shall mean an inspection of any food facility by the Director of Environmental Health to determine compliance with all applicable federal, state, and local laws and regulations pertaining to the protection of public health.

2. Section 6-3.02 Permits, is amended to read as follows:

It shall be unlawful for any Person to open, operate, or maintain a food facility without first obtaining a business license from the City of Woodland and a permit from the Yolo County Director of Environmental Health.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING PERMIT FEES AND ANNUAL RENEWAL FEES FOR SIDEWALK VENDOR PERMITS AND MOBILE VENDOR PERMITS

WHEREAS, on December 17, 2024, the City Council adopted an Ordinance adopting Chapter 5.40 and an Ordinance repealing Chapter 10.20 and adopting Chapter 5.44 in the Woodland Municipal Code ("WMC") increasing requirements for Mobile Vendor Permits and creating a new Sidewalk Vendor Permit; and

WHEREAS, the previous mobile vendor ordinance under Chapter 10.20 included a Mobile Vendor Permit with no associated fees; and

WHEREAS, the Sidewalk Vendor Permits and Mobile Vendor Permits will improve oversight of sidewalk vendors and mobile vendors and enforcement of requirements; and

WHEREAS, the permit fee amounts were compared to jurisdictions in the Sacramento area with similar vendor permit types; and

WHEREAS, the fee amounts were selected to not create an undue burden on small business entrepreneurs who participate in sidewalk vending and mobile vending; and

WHEREAS, the permit fees and renewal fees are intended to partially recover the costs incurred by the Community Development Department during the permit process; and

WHEREAS, the State of California provides that regulatory fees and services may recover costs associated with such services; and

WHEREAS, the City desires to provide a grace period of approximately six months prior to enacting the new fees, and therefore recommends an effective date of July 1, 2025 for implementation of the fees.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland that the permit fees for Sidewalk Vendor Permits and Mobile Vendor Permits, attached hereto as Exhibit "A" and incorporated herein by this reference, are hereby approved and adopted. The updated Fee Schedule as approved shall be effective on July 1, 2025.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 17th day of December, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

EXHIBIT A

Sidewalk Vendor and Mobile Vendor Permit Fees

Permit Type	Permit Application Fee	Annual Renewal Fee
Sidewalk Vendor Permit	$100	$50
Mobile Vendor Permit – Compact Mobile Food Operation	$100	$50
Mobile Vendor Permit – Motorized Mobile Food Facility	$300	$50

Mobile Vendor Types

Public Property			Private Property			
Stationary Sidewalk Vendors	**Roaming Sidewalk Vendors**	**Roaming Mobile Food Facility**	**Roaming Mobile Vendors**	**Stationary Mobile Food Facilities**	**Stationary CMFOs**	**Unpermitted Vendors**
CMFOs in a fixed location on public property.	*CMFOs moving continuously on public property.*	*Motorized vendors moving continuously in the public right-of-way.*	*Vendors that do not stop on private property for more than 30 minutes.*	*Motorized vendors in a fixed location.*	*CMFOs that operate in a fixed location on private property.*	*Multiple pieces of equipment and temporary shade structures.*

*Vendors for events are regulated separately under the Special Events Permits or Temporary Use Permits

PLANNING COMMISSION
RESOLUTION NO. PC 24-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING TO THE CITY COUNCIL APPROVAL OF CODE UPDATES ADOPTING CHAPTER 5.40 (SIDEWALK VENDORS), REPEALING CHAPTER 10.20 OF THE WOODLAND MUNICIPAL CODE AND ADOPTING CHAPTER 5.44 (MOBILE VENDORS), REPEALING AND REPLACING SECTION 17.84.250 OF THE TITLE 17 ZONING ORDINANCE, APPROVING NEW MOBILE VENDOR PERMIT FEES, AND ADOPTING CHAPTER 8.32 INTO THE WOODLAND MUNICIPAL CODE

WHEREAS, on March 1st, 2011, the City Council adopted Ordinance No. 1526 amending the section of the Woodland Municipal Code ("WMC") pertaining to mobile vendors to create basic operational standards for vendors; and

WHEREAS, Senate Bill 946, the Safe Sidewalk Vending Act, was signed by Governor Jerry Brown on September 17, 2018, defining sidewalk vendors and the regulating local agency requirements for sidewalk vendors; and

WHEREAS, Senate Bill 972 was signed by Governor Gavin Newsom on September 23rd, 2022 and went into effect January 1st, 2023, amending the California Retail Food Code defining compact mobile food operations and creating a type of nonmotorized mobile food vendor not addressed under the City's current mobile vending code; and

WHEREAS, the City has recognized changes in the local food vending landscape and the need for consistency across City code, Yolo County Environmental Health Division procedures, and state law; and

WHEREAS, the City has the authority to enact laws which regulate the time, place, and manner of sidewalk vendors and mobile vendors to promote the public health, safety, and welfare of residents in the City; and

WHEREAS, the addition of Chapter 5.40 (Sidewalk Vendors) into the WMC will bring the WMC into compliance with state law and provide a permitting pathway for the City to regulate sidewalk vendors; and

WHEREAS, the replacement of Chapter 10.20 with Chapter 5.44 (Mobile Vendors) in the WMC and the replacement of Section 17.84.250 in the Title 17 Zoning Ordinance will address CMFOs as defined by state law, create consistency with the Yolo County Environmental Health Division, add clarity to requirements for safety and public welfare, and provide permitting pathways for the City to regulate all mobile vendors; and

WHEREAS, the adoption of new permit fees for mobile vendors will assist with cost recovery for increased staff time to implement the new permitting procedures and requirements described in the proposed Sidewalk Vendor and Mobile Vendor Ordinances; and

WHEREAS, the addition of Chapter 8.32 (Food Handling) into the WMC to adopt by reference Chapter 3 of Title 6 of the Yolo County Code of Ordinances will create more consistency and collaboration between the City and the County for oversight of mobile food vendors; and

WHEREAS, the Planning Commission has determined that the proposed amendments to the WMC are in general conformance with the Woodland General Plan which seeks to encourage small businesses and protect public safety; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed ordinance amendments are exempt from CEQA review per Section 15061(b)(3) 15060(c)(2) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, which applies to projects that will not have a significant effect on the environment; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend that the Woodland City Council: (1) Adopt Chapter 5.40 (Sidewalk Vendors) into the WMC as shown in Exhibit A, incorporating redline code edits described at the November 21, 2024 hearing shown in Exhibit E; (2) Repeal Chapter 10.20 (Mobile Vendors) of the WMC and adopt Chapter 5.44 (Mobile Vendors) into the WMC as shown in Exhibit B, incorporating redline code edits described at the November 21 2024 hearing shown in Exhibit E; (3) Repeal and replace Section 17.84.250 of the Title 17 Zoning Ordinance as shown in Exhibit C; (4) Adopt new mobile vendor fees; and (5) Adopt Chapter 8.32 (Food Handling) into the WMC as shown in Exhibit D. The proposed ordinance drafts are attached hereto as Exhibit A, B, C, D, and E and incorporated by this reference.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 21st day of November, 2024, by the following vote:

AYES: Harris, Smith, Holt, Lopez, Roberts, Ortiz

NOES: None

ABSTAIN: None

ABSENT: Lizarraga

Fred Lopez, Vice Chairman

ATTEST:

Erika Bumgardner, Deputy Community Development Director

C Megan Meier, Senior Planner ohs

EXHIBIT A

[Insert Exhibit A – Chapter 5.40 Sidewalk Vendors]

5.40 Sidewalk Vendors

5.40.010 Definitions

"Certified farmers' market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 16 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter;

"Compact mobile food operation" means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance;

"Director" means the Director of the City's Community Development Department or designee;

"Roaming sidewalk vendor" means a sidewalk vendor who moves from place to place and stops only to complete a transaction;

"Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path;

"Stationary sidewalk vendor" means a sidewalk vendor who vends from a fixed location in the public right-of-way; and

"Swap meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

5.40.020 Permits Required

A. Sidewalk Vendor Permit. No person, either for themselves or any other person, shall conduct or engage in sidewalk vending within the City without first obtaining a Sidewalk Vendor Permit pursuant to this Chapter, except for the following:
    1. Vendors operating in conjunction with an event approved through a Temporary Use Permit or Special Event Permit issued by the City
    2. Peddlers and solicitors, as separately regulated under Chapter 9.56
    3. No Sidewalk Vendor Permit shall be required if the vendor only sells, displays, solicits or offers for sale, barter or exchange any of the following:
        i. Newspapers, leaflets, pamphlets, bumper stickers, or buttons.
        ii. Items which have been created, written, composed or otherwise produced by the vendor: Books, cassette tapes, compact discs, paintings, photographs or any other item that is inherently communicative and has nominal utility apart from its communication. Although an item may have some expressive purpose, it will be deemed to have more than nominal utility apart from its communication if it has a common and dominant non-

expressive purpose. Examples of items that have more than nominal utility apart from their communication and thus may not be vended under the provisions of this section, include, but are not limited to, the following: housewares, appliances, articles of clothing, sunglasses, auto parts, oils, incense, perfume, lotions, candles, jewelry, toys, stuffed animals, foodstuffs and beverages.

B. Every permittee, upon receipt of a Sidewalk Vendor Permit, shall maintain the permit with the conveyance for which it is issued at all times of operation.

C. Upon demand of a City employee authorized to enforce this chapter, a person operating a vending conveyance shall present the Sidewalk Vendor Permit that is in effect for the permitholder.

D. All Sidewalk Vendor Permits are the property of the City and each shall authorize the operation of a single specific sidewalk vendor. It is unlawful for any person to sell or transfer, or attempt to sell or transfer, any sidewalk vendor permit.

5.40.30 Permit Application

A. To apply for a Sidewalk Vendor Permit, a person must file an application with the Community Development Department, accompanied by a non-refundable application fee. The application shall be in a form prescribed by the Director and shall contain, at a minimum the following:

1. The full legal name, business address, residential address, and telephone number of the sidewalk vendor.

2. Valid identification, such as a California driver's license, individual taxpayer identification number, Social Security number, or any other government-issued identification card.

3. The name and contact information of all persons that will be utilizing the conveyance for sidewalk vending.

4. Written evidence that the applicant is an owner, lessee or holder of a similar interest in the conveyance to be used for sidewalk vending.

5. A copy of the valid Yolo County Environmental Health Department Permit (including the Commissary Agreement) as applicable to food vendors, except when the sidewalk vending consists solely of twenty-five (25) square feet or less of display area from which only prepackaged non-potentially hazardous

food and whole uncooked produce will be sold. If potentially hazardous food or cooked produce will be sold or the display area is greater than twenty-five (25) square feet, the vendor must provide a copy of the Yolo County Environmental Health Department Permit issued to the vendor.

6. Proof of a valid City business license, or concurrent application for a City business license with the Sidewalk Vendor Permit application.

7. The name and contact information for the operator of the approved commissary as applicable to food vendors.

8. The address of the approved commissary as applicable for food vendors. The commissary shall be subject to a Zoning Clearance if located in the City of Woodland.

9. A commissary service plan, detailing the hours in which the sidewalk vendor will take their conveyance to the commissary to be serviced each day, as applicable to food vendors.

10. Whether the sidewalk vendor intends to operate as a stationary or roaming vendor.

11. If the vendor will be stationary, the application must include a site plan with the proposed location, marked by major cross streets, a photo or sketch of the location on an 8 inch by 11-inch sheet of paper, and the hours per day and the days per week during which the stationary sidewalk vendor proposed to operate at the location.

12. The address where the sidewalk vending conveyance will be parked and stored when not in use.

13. The type of food, goods, and/or merchandise the sidewalk vendor will vend.

14. Food vendors must provide a description of methods for ensuring adequate sanitation and waste management, such as dishwashing, handwashing, grease removal and liquid waste disposal, food storage and preparation, and potable water supply, as applicable.

15. A Certificate of General Liability Insurance in a form acceptable to the City Attorney, to be kept in force during the term of the permit. The insurance must have a minimum of $100,000 coverage and include public liability and bodily insurance. The insurance policy must name the City of Woodland, its officials and employees, as additional insureds. The policy must be endorsed

by the state that coverage may not be suspended, voided, cancelled, or reduced in coverage or limits without 30 days prior written notice to the City.

16. Proof of Worker's Compensation insurance, as applicable.

17. Proof of a California Department of Tax and Fee Administration Seller's Permit.

18. Any additional licenses from other State or local agencies to the extent required by law.

19. An acknowledgement that the use of public property is at the sidewalk vendor's own risk and the City does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities.

20. Any other reasonable information regarding the time, place, and manner of the proposed vending.

5.40.040 Permit Fee

A. The Sidewalk Vendor Permit application fee and renewal fee are hereby established and imposed. The City Council shall establish by resolution the amount of these fees, and any related penalties.

5.40.050 Permit Issuance

A. Except as provided in this section, a Sidewalk Vendor Permit shall be issued by the Director upon receipt of a complete application and payment of the permit fee, as specified in this chapter, and after the Director has:

1. Either based on the application and/or a physical inspection of the sidewalk vending conveyance and operation, the Director determines that the sidewalk vendor complies with this code and applicable State and County laws and regulations; and
2. Determined that the business location and vehicle storage location, if within the City, comply with applicable zoning regulations and other codes.

B. A Sidewalk Vendor Permit may be denied by the Director if the following findings are made:

1. The information submitted pursuant to Section 5.40.30 of this chapter is materially false or incomplete.

2. The application as proposed does not meet the requirements for sidewalk vendors, as specified in this chapter, at the discretion of the Director.

3. Within 12 months of the date of application, the applicant, any registered owner of the vending conveyance, or any person with a financial interest in the business that operates the vending conveyance, has had his or her Sidewalk Vendor Permit revoked.

4. A person with 10% or greater financial interest in the operation of the sidewalk vending business has been convicted of a crime, and the time for appeal has elapsed, irrespective of the entry of a subsequent order under Penal Code Section 1203.4; or has committed any act involving dishonesty, fraud, deceit, or moral turpitude with intent to substantially benefit him or herself, or another, or substantially injure another, or having the effect of substantially injuring another.
   Provided, however, that the permit shall be denied upon any of the grounds specified in this subsection (B)(4) only if the Director finds that the crime or act is substantially related to the qualifications, functions or duties of a sidewalk vendor owner or owner of a business which operates vending vehicles or has substantial contact with minors. However, no person shall be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Penal Code Section 4852.01 et seq., or that he or she has been convicted of a misdemeanor if he or she has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of a person when considering a petition under Penal Code Section 4852.01 et seq.

5.40.060 Permit Expiration and Renewal

A. All Sidewalk Vendor Permits shall expire one year from their date of issuance. The corresponding City business license shall coincide and expire concurrently with the Sidewalk Vendor Permit. Applications for renewal shall be filed between 90 days and 30 days before their date of expiration.

B. If a timely and complete application for renewal is filed, the permit's expiration shall be stayed until a decision on the renewal application is issued. The Director shall either approve or deny the renewal of the permit within 30 calendar days of receipt of the complete application. The Community Development Director may extend the time for consideration of the application for up to an additional 30 calendar days upon written notice to the applicant. The failure of the Community Development Director to timely act shall constitute approval of the renewal of the permit.

C. Applications for Sidewalk Vendor Permit renewal require the following:
   1. Completed Sidewalk Vendor Permit Renewal Form.
   2. Copy of current Yolo County Environmental Health permit, if applicable.

3. Current Certificate of General Liability insurance.
4. Verification of the vending location for stationary sidewalk vendors.
5. Payment of the non-refundable renewal fee in an amount set by resolution of the City Council.

C. Upon application for Sidewalk Vendor Permit renewal, an inspection of the sidewalk vending operation may be required to verify compliance, at the discretion of the Director.

D. Failure to timely submit a renewal application prior to expiration of the permit shall result in permit expiration. Should a Sidewalk Vendor Permit expire, the vendor who was the permitholder shall be required to submit a complete new application for a Sidewalk Vendor Permit.

5.40.070 Permits Nontransferable

A. No permit granted pursuant to this Chapter shall be transferable. Any change in ownership or operation of a sidewalk vending conveyance requires a new permit under this Chapter. In the event the holder of any sidewalk vendor permit sells or otherwise transfers the conveyance or operation to another person or entity, the permit holder shall notify the City to close the permit within five days of the sale, transfer, or of cease of operations.

5.40.080 Location and Siting

A. Stationary sidewalk vendors are prohibited in areas that are zoned exclusively for residential use. This prohibition does not extend to roaming sidewalk vendors.

B. Stationary sidewalk vending is prohibited in areas with no sidewalks or with narrow sidewalks where the sidewalk vendor's operation cannot still leave a minimum of forty-eight inches (48") of accessible path of travel, without obstruction, along the public sidewalk or public pathway.

C. Roaming sidewalk vending is prohibited in areas with no sidewalks. Roaming vendors may not place or allow any obstruction that would reduce the width of the sidewalk to less than 48 inches, except for the brief duration of time to conduct a sale.

D. Vending Prohibited in Certain Parks. Stationary sidewalk vendors are prohibited from vending in parks where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire. Stationary sidewalk vendors and roaming sidewalk vendors may vend in parks that do not have signed agreements for exclusive food or merchandise concessionaires if they comply with all the requirements of this Chapter.

E. Vending Prohibited Near Farmers' Markets. Sidewalk vendors are prohibited within 600 feet of a permitted certified farmers' market during the limited operating hours of that certified farmers' market.

F. Vending Prohibited Near Swap Meets. Sidewalk vendors are prohibited within 600 feet of a permitted swap meet during the limited operating hours of that swap meet.

G. Vending Prohibited Near Temporary Special Events. Sidewalk vendors are prohibited within 600 feet of an area designed for a temporary special event for the limited duration of the Special Event Permit, as issued pursuant to Chapter 12.40 of the City of Woodland Municipal Code.

H. No sidewalk vendor shall vend in any of the following locations:

1. Within one-hundred (100) feet of:
    i. A police officer, firefighter, lifeguard, or emergency service personnel actively performing their duties or providing service to the public
    ii. A freeway onramp or freeway offramp
    iii. Another sidewalk vendor, unless otherwise approved by the Director
2. Within twenty-five (25) feet of:
    i. Any traffic intersection
    ii. Any driveway, entrance to a parking lot, or alley approach
    iii. A street corner, marked crosswalk, or curb return of any unmarked crosswalk
    iv. A traffic signal, traffic signal controller, or emergency facility
    v. A fire hydrant or fire call box
    vi. A curb painted white, yellow, green, blue, or red
    vii. A bus stop, bus shelter, or bus bench
    viii. The entrance, exit, or emergency exit to a building, structure, or facility
3. Within ten (10) feet of:
    i. A utility meter, manhole, service box, tree well, streetlight pole, power pole, telecommunications pole, or other utilities
    ii. An outdoor dining area
    iii. An automated teller machine

I. Sidewalk vending is prohibited in whole or in part on a street, alley, bicycle lane, Class I path, roadway median, crosswalk, freeway on-ramp, or other location that may interfere with vehicle or bicycle traffic and create a hazard for vendors and customers.

J. The issuance of a Sidewalk Vendor Permit does not provide an exclusive right to operate within any specific portion of the public right-of-way or any public property.

K. Sidewalk Vending Operation Storage

1. Sidewalk vending operations must be stored at the approved commissary, as applicable for food vendors.
2. Up to two (2) compact mobile food operations or other nonmotorized vending conveyances may be stored on a residential property if stored behind a fence line, inside a garage, or otherwise not visible from the public right-of-way. No other nuisance, odor, or noise shall be caused by the storage of a vending conveyance. A clear description of the storage location and proof of inspection and approval by the Yolo County Environmental Health Department must be provided with the Sidewalk Vendor Permit application for each conveyance.

5.40.090 General Operational Requirements

A. A copy of the Sidewalk Vendor Permit and the permit from the Yolo County Environmental Health Department, as applicable for food vendors, shall be always posted in a location that is clearly visible to patrons of the vendor and City staff.

B. Sidewalk vendors shall immediately move to provide access to the sidewalk if necessary, to avoid impeding the movement of pedestrians or other traffic. Sidewalk vendors must allow persons to freely pass while walking, running, or using mobility assistance devices and to comply with the Americans with Disabilities Act of 1990 (Public Law 101336) and any other disability access standards.

C. All food, goods, and merchandise must be stored inside or affixed to the sidewalk vending operation or carried by the sidewalk vendor.

D. No food, goods, merchandise, signage, equipment, or other possessions of the sidewalk vendor shall be stored on public property.

E. No food, goods, merchandise, or signage of the sidewalk vendor shall be displayed on the ground or on public use items, including but not limited to, benches, tables, and utility infrastructure.

F. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of any trash or refuse generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location.

G. Sidewalk vendors shall immediately clean up any food, grease, or other fluid or items related to vending activities that falls on public property.

H. Sidewalk vending operations shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to, lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects in the public right-of-way.

I. Sidewalk vending operations shall not be left unattended and shall be removed from public property when not in active use by a sidewalk vendor.

J. Sidewalk vendors shall return to the approved commissary at least once daily to dispose of waste, clean, and service the facility, as applicable to food vendors. The mobile vendor may be required to keep a visit log recording the date and time of each visit may be required to be kept at the approved commissary, at the request of the Director.

K. Operations must be self-contained, including any power, fuel, cooling, cooking, shading, and heating equipment. Vending conveyances shall not contain or use explosive or hazardous materials, with the exception of propane.

L. Sidewalk vendors may not attach or use water lines, electrical lines, or gas lines for their vending operation.

M. Sidewalk vendors may not use any electrical outlet owned by the City or any other person. Power cords or extension cords across the sidewalk or other public right-of-way are prohibited.

N. Sidewalk vendors shall not directly vend goods/merchandise from a car or personal vehicle that does not have the primary purpose of vending.

O. Sidewalk vendors shall not vend to any person traveling in a motor vehicle along a public roadway.

P. Vending operations may not be placed on and sidewalk vendors may not stand on areas improved with flowers, shrubs, street trees, or other landscaping.

Q. No vendor shall outcry, ring bells, play chimes, play an amplified music system, or make any other noise prohibited in Section 9.28.090.

R. Sidewalk vendors shall not have any site furniture, including chairs, tables, shade structures, or signage outside of the sidewalk vending operation.

S. Sidewalk vendors must organize customer queuing in a manner that interferes with pedestrian safety or the flow of traffic.

T. The vendor shall not utilize any equipment or methods that constitute a fire hazard, as determined by the City of Woodland Fire Marshal.

U. Stationary sidewalk vendors who operate outside of daylight hours shall provide adequate lighting that may be necessary to ensure customer safety. Lighting shall be directed downwards and away from adjacent properties.

V. Roaming vendors shall move continuously, except when conducting a sale, which must last no more than 30 minutes.

W. Prohibited Sales: Sidewalk vendors shall not sell or offer any of the following:

1. Alcohol, cannabis, tobacco, or pharmaceutical products, products that contain nicotine, any product or device used to smoke/vape nicotine or cannabis;
2. Fireworks;
3. Adult-oriented materials;
4. Any weapons, including knives, guns, explosive devices, or BB devices or imitation firearms;
5. Live animals, wildlife, fish, fowl, or insects;
6. Any type of rental activity, including the rental of any goods and services; and
7. Automobile and vehicle services except car washing and windshield repair conducted in compliance with applicable stormwater control requirements.

5.40.100 Violations; Penalties

A. A violation of this chapter by a sidewalk vendor who has a valid Sidewalk Vendor Permit from the City is punishable only by an administrative fine in the following amounts:
   1. One hundred dollars ($100.00) for the first violation.
   2. Two hundred dollars ($200.00) for the second violation within one year of the first violation.
   3. Five hundred dollars ($500.00) for each additional violation within one year of the first violation.
   4. The Director may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

B. A person engaged in sidewalk vending without a valid City sidewalk vending permit is punishable by an administrative fine in amounts not to exceed the following:
    1. Two-hundred and fifty dollars ($250.00) for the first violation.
    2. Five-hundred dollars ($500.00) for the second violation within one year of the first violation.
    3. One-thousand dollars ($1,000.00) for each additional violation within one year of the first violation.
    4. Upon proof of a valid Sidewalk Vendor Permit issued by the City, the administrative fines set forth in this subsection shall be reduced to amounts set forth in subsection A, as required for sidewalk vendors with a valid Sidewalk Vendor Permit.

C. Failure to pay an administrative fine pursuant to this chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized shall not be assessed.

D. A violation of this Chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

E. Should the Director rescind a Sidewalk Vendor Permit, written notice of the action shall be sent to the permitholder. Such notice shall contain a brief statement of the grounds to be relied upon for rescinding such permit. Notice may be given either by personal delivery to the persons to be notified, or by depositing the notice in the U.S. mail in a sealed envelope, postage prepaid, addressed to the persons to by notified at the address appearing in the Sidewalk Vendor Permit. Upon the Director's rescinding of the permit, the permit shall be null and void.

F. When assessing an administrative fine pursuant to this section, the Director shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgement remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

    1. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the local authority shall accept, in full satisfaction, 20 percent of the administrative fine imposed pursuant to this chapter.

2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

G. All appeals of administrative fines, citations, and/or permit rescission under this section must be made in compliance with the requirements and procedures of Section 5.44.110 through 5.44.130.

DRAFT

EXHIBIT B

[Insert Exhibit B – Chapter 5.44 Mobile Vendors]

5.44 Mobile Vendors

5.44.010 Definitions

"Compact mobile food operation" means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance;

"Commissary" means a food facility that services mobile food facilities, compact mobile food operations, or vending machines where any of the following occur: (a) Food, containers, or supplies are stored. (b) Food is prepared or prepackaged for sale or service at other locations. (c) Utensils are cleaned. (d) Liquid and solid wastes are disposed, or potable water is obtained;

"Director" means the Director of the City's Community Development Department or designee;

"Mobile food facility" means any vehicle or trailer used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer;

"Mobile vending conveyance" means any vehicle, trailer, cart, stand, wagon, or other motorized or nonmotorized conveyance used for vending food or non-food merchandise;

"Roaming mobile vendor" means a mobile vendor who moves from place to place and stops only to complete a transaction; and

"Stationary mobile vendor" means a mobile vendor who vends from a fixed location on private property.

5.44.020 Permits Required

A. Mobile Vendor Permit. It is unlawful for any person to maintain, manage, or operate a mobile vending conveyance within the City unless such activity is maintained, managed, or operated in strict compliance with all applicable city, county, state, and federal laws, rules, and regulations, including the possession of a Mobile Vendor Permit issued by the City.
    1. Stationary mobile vendors on private property shall be subject to Section 17.84.250 of the City of Woodland Zoning Ordinance in addition to the provisions of this chapter.
    2. Roaming motorized food facilities operating in the public right-of-way and other roaming mobile vendors operating on public property shall be subject to the provisions of this chapter.

3. Exemptions:
    - Temporary mobile vendors operating on a site with a permanent brewery, school, hospital, or similar site at the discretion of the Director and located on the site for greater than 30 minutes but no longer than 4 hours per day, as contracted with the business on site with written consent of the property owner or authorized official.
    - Vendors catering a private event located fully on private property that is not open to the general public.
    - The sale of agricultural products on the site where they are grown.
    - Sidewalk vendors shall be subject to separate requirements under Chapter 5.40.
    - Peddlers and solicitors shall be subject to separate requirements under Chapter 9.56.
    - Vendors operating in conjunction with a Temporary Use Permit or Special Event Permit shall be subject to separate requirements under Section 17.84.370 and Chapter 12.40.

B. All Mobile Vendor Permits are the property of the City and each shall authorize the operation of a single mobile vending conveyance.

5.44.030 Permit Application

A. To apply for a Mobile Vendor Permit, the vendor must file an application with Community Development Department, accompanied by a nonrefundable application fee. The application shall be in a form prescribed by the Director and shall contain, at a minimum the following:

1. The full legal name, business address, residential address, and telephone number of the mobile vendor.

2. Valid identification, such as a California driver's license, individual taxpayer identification number, Social Security number, or any other government-issued identification card.

3. The name and contact information of all persons that will be utilizing the conveyance for mobile vending.

4. The State vehicle license plate number and the vehicle identification number of the mobile vending conveyance, if applicable.

5. Written evidence that the applicant is an owner, lessee or holder of a similar interest in the conveyance to be used for mobile vending.

6. A copy of the valid Yolo County Environmental Health Department Permit for food related vending, including the approved Commissary Agreement and Restroom Agreement, except when the mobile vending consists solely of twenty-five (25) square feet or less of display area from which only prepackaged non-potentially hazardous food and whole uncooked produce will be sold. If potentially hazardous food or cooked produce will be sold or the display area is greater than twenty-five (25) square feet, the vendor must provide a copy of the Yolo County Environmental Health Department Permit issued to the vendor.

7. Proof of a valid City business license, or concurrent application for a City business license with the Mobile Vendor Permit application.

8. The name and contact information for the operator of the approved commissary as applicable to food vendors.

9. The address of the approved commissary as applicable for food vendors. The commissary shall be subject to Zoning Clearance if located in the City of Woodland.

10. A commissary service plan detailing the hours in which the mobile vendor will take their conveyance to the commissary to be serviced each day, as applicable to food vendors.

11. The proposed greywater disposal location.

12. The address where the mobile vending conveyance will be parked and stored when not in use.

13. A description of the vendor type. If vendors are proposing to operate as stationary vendors, the additional requirements of Section 17.84.250 apply. If a mobile vendor proposes to operate one vendor conveyance as stationary and roaming, or as a mobile vendor and a sidewalk vendor, they shall apply for a Mobile Vendor Permit with a description of all proposed methods of operation.

14. A business operation plan, including vending areas and hours of operation.

15. The type of food, goods, and/or merchandise the mobile vendor will vend.

16. Food vendors must provide a description of methods for ensuring adequate sanitation and waste management, such as dishwashing,

handwashing, grease removal and liquid waste disposal, food storage and preparation, and potable water supply, as applicable.

17. A Certificate of General Liability Insurance for vendors operating in the public right-of-way or public property. Must be provided in a form acceptable to the City Attorney, to be kept in force during the term of the permit. The insurance must have a minimum of $100,000 coverage and include public liability and bodily insurance. The minimum coverage required may be increased if the operation includes open flame, high-risk potentially hazardous foods, or other risks at the discretion of the Director. The insurance policy must name the City of Woodland, its officials and employees, as additional insureds. The policy must be endorsed by the state that coverage may not be suspended, voided, cancelled, or reduced in coverage or limits without 30 days prior written notice to the City.

18. Proof of Worker's Compensation insurance, as applicable.

19. Proof of vehicle registration with the California Department of Motor Vehicles and proof of an automobile insurance policy, as applicable.

20. Proof of a California Department of Tax and Fee Administration Seller's Permit.

21. Any additional licenses from other State or local agencies to the extent required by law.

22. Any other reasonable information regarding the time, place, and manner of the proposed vending.

5.44.040 Permit Fee

A. The Mobile Vendor Permit fee is hereby established and imposed. The City Council shall establish by resolution the amount of the Mobile Vendor Permit fee, and any related penalties.

5.44.050 Permit Transferability

A. Mobile Vendor Permits are not transferable, except as specified in Section 17.84.250. Permit holders shall notify the City within 5 days of sale, transfer of ownership, or closure of the mobile vending business or operation.

5.44.060 Permit Issuance

A. Except as provided in this section, a Mobile Vendor Permit shall be issued by the Director upon receipt of a complete application and payment of the permit fee, as specified in this chapter, and after the Director has:
    1. Either based on the application and/or a physical inspection of the mobile vending conveyance and operation, the Director determines that the mobile vendor complies with this code and applicable State and County laws and regulations; and
    2. Determined that the business location and vehicle storage location, if within the City, comply with applicable zoning regulations and other codes.

B. A Mobile Vendor Permit may be denied by the Director if the following findings are made:

    1. The information submitted pursuant to Section 5.44.30 of this chapter is materially false or incomplete;

    2. The application as proposed does not meet the requirements for mobile vendors, as specified in this chapter and Section 17.84.250, at the discretion of the Director;

    3. Within 12 months of the date of application, the applicant, any registered owner of the vending conveyance, or any person with a financial interest in the business that operates the vending conveyance, has had his or her Mobile Vendor Permit revoked; or

    4. A person with 10% or greater financial interest in the operation of the mobile vending business has been convicted of a crime, and the time for appeal has elapsed, irrespective of the entry of a subsequent order under Penal Code Section 1203.4; or has committed any act involving dishonesty, fraud, deceit, or moral turpitude with intent to substantially benefit him or herself, or another, or substantially injure another, or having the effect of substantially injuring another.

    Provided, however, that the permit shall be denied upon any of the grounds specified in this subsection (B)(4) only if the Director finds that the crime or act is substantially related to the qualifications, functions or duties of a sidewalk vendor owner or owner of a business which operates vending vehicles or has substantial contact with minors. However, no person shall be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Penal Code Section 4852.01 et seq., or that he or she has been convicted of a misdemeanor if he or she has met all applicable requirements of the criteria of

rehabilitation developed to evaluate the rehabilitation of a person when considering a petition under Penal Code Section 4852.01 et seq.

5.44.070 Permit Expiration and Renewal

A. All Mobile Vendor Permits shall expire one year from their date of issuance. The corresponding City business license shall coincide and expire concurrently with the Mobile Vendor Permit. Applications for renewal shall be filed between 90 days and 30 days before their date of expiration.

B. If a timely and complete application for renewal is filed, the permit's expiration shall be stayed until a decision on the renewal application is issued. The Director shall either approve or deny the renewal of the permit within 30 calendar days of receipt of the complete application. The Community Development Director may extend the time for consideration of the application for up to an additional 30 calendar days upon written notice to the applicant. The failure of the Community Development Director to timely act shall constitute approval of the renewal of the permit.

C. Upon application for Mobile Vendor Permit renewal, an inspection of the mobile vending conveyance may be required at the discretion of the Director prior to renewal.

D. An inspection of the approved vending location, as applicable to stationary vendors as specified in Section 17.84.250 of the City of Woodland Zoning Ordinance, may be required at the discretion of the Director prior to renewal.

E. Applications for Mobile Vendor Permit renewal require the following:
   1. Completed Mobile Vendor Permit Renewal Form.
   2. Copy of current Yolo County Environmental Health permit, if applicable.
   3. Verification of the vending location for stationary mobile vendors, as specified in Section 17.84.250.

F. Should a Mobile Vendor Permit expire, the vendor who was the permit holder shall be required to submit a new application for a Mobile Vendor Permit.
   1. Stationary mobile vendors subject to the 13-permit limit shall be placed on the permit availability list as specified in Section 17.84.250.F of the City of Woodland Zoning Ordinance.

5.44.080 Location and Siting Requirements

A. Mobile vending is prohibited on properties that are vacant, unimproved, or stand-alone parking lots. A mobile vending conveyance may only be stopped or parked on surfaces paved with concrete, asphalt, or another impervious surface.

B. Mobile vending conveyances shall not be located in any emergency fire lane, drive aisle, or any other location that may interfere with access by emergency services and vehicular traffic.

C. Mobile vending conveyances shall not obstruct walkways, sidewalks, or other pathways.

D. Mobile vending conveyances shall not be placed on, and mobile vendors shall not stand on, areas improved with flowers, shrubs, street trees, or other landscaping.

E. Mobile vendors are prohibited on sites developed as a gas station or other vehicle service station.

F. Vending Prohibited Near Farmers' Markets. Mobile vendors are prohibited within 600 feet of a permitted certified farmers' market during the limited operating hours of that certified farmers' market.

G. Vending Prohibited Near Swap Meets. Mobile vendors are prohibited within 600 feet of a permitted swap meet during the limited operating hours of that swap meet.

H. Vending Prohibited Near Temporary Special Events. Mobile vendors are prohibited within 600 feet of an area designed for a temporary special event for the limited duration of the Special Event Permit, as issued pursuant to Chapter 12.40 of the City of Woodland Municipal Code.

I. Mobile vendors must be located at least three hundred (300) feet apart.

J. Mobile vendors must be located at least 100 feet from existing brick-and-mortar restaurants, unless the mobile vendor is affiliated with the restaurant.

K. No mobile vendor shall vend in any of the following locations:

1. Within one hundred (100) feet of:
    i. A police officer, firefighter, lifeguard, or emergency service personnel actively performing their duties or providing service to the public
    ii. A freeway onramp or freeway offramp
2. Within twenty-five (25) feet of:
    i. Any traffic intersection
    ii. Any driveway, entrance to a parking lot, or alley approach

iii. A street corner, marked crosswalk, or curb return of any unmarked crosswalk
iv. A traffic signal, traffic signal controller, or emergency facility
v. A fire hydrant or fire call box
vi. A curb painted white, yellow, green, blue, or red
vii. A bus stop, bus shelter, or bus bench
viii. The entrance, exit, or emergency exit to a building, structure, or facility

3. Within ten (10) feet of:
   i. A utility meter, manhole, service box, tree well, streetlight pole, power pole, telecommunications pole, or other utility
   ii. An outdoor dining area
   iii. An automated teller machine

L. Mobile Vending Conveyance Storage

1. Mobile vending conveyances must be stored at the approved commissary, as applicable for food vendors. If the mobile vendor is not a food vendor or the commissary does not have parking capacity, the following storage locations may be considered, subject to approval by the Director:
   i. Up to two (2) compact mobile food operations or other nonmotorized vending conveyances may be stored on a residential property if stored behind a fence line, inside a garage, or otherwise not visible from the public right-of-way. No other nuisance, odor, or noise shall be caused by the storage of a vending conveyance. A clear description of the storage location and proof of inspection and approval by the Yolo County Environmental Health Department must be provided with the Mobile Vendor Permit application for each conveyance.
   ii. Mobile food facilities or other motorized vending facilities may be stored in commercial and industrial areas if screened or otherwise not visible from the public right-of-way, as approved by the Director.

5.44.090 Operation Requirements

A. A copy of the Mobile Vendor Permit and the required permit from the Yolo County Health Department, as applicable for food vendors, shall be always posted in a location that is clearly visible to patrons of the vendor and City staff.

B. Mobile vendors shall return to the approved commissary at least once daily to dispose of waste, clean, and service the facility, as applicable to food vendors. The mobile vendor may be required to keep a visit log recording the date and

time of each visit may be required to be kept at the approved commissary, at the request of the Director.

C. Mobile vending conveyances shall park at the storage location approved by the City and Yolo County Environmental Health Department when not operating.

D. Mobile vendors and mobile vending conveyances shall not permanently alter the character or physical facilities of the property where they occur.

E. Mobile vending must be accessory to a primary use on any site.

F. Roaming mobile vendors shall not be stopped in one location or on one property for over 30 minutes. Motorized mobile vending conveyances operating in the public right-of-way must move continuously, stopping only to complete transactions with customers.

G. Roaming mobile vending conveyances must be legally parked when temporarily stopped to complete a transaction with customers.

H. If a mobile vendor is located in a parking lot, the minimum number of on-site parking spaces pursuant to Section 17.68.030 must be available, unless otherwise approved by the Director.

I. Mobile vendors shall not have any site furniture, including chairs, tables, shade structures, or other structures outside of the mobile vending conveyance, unless otherwise approved by the Director.

J. Mobile vendors must keep the vending area clean of litter or debris. Prior to leaving any vending location, the mobile vendor shall pick up, remove, and dispose of any trash or refuse generated by the vending operation or the vendor's customers within a 15-foot radius of the vending location.

K. Mobile vendors shall provide trash receptacles for customer use on the site. Trash receptacles shall be emptied and removed prior to the closure of the mobile vending conveyance.

L. Vendors shall immediately clean up any food, grease, or other fluid or item related to vending activities that falls outside of the vending conveyance. Any waste and wastewater must be disposed of at the approved commissary.

M. All food, goods, and merchandise must be stored inside or affixed to the mobile vending conveyance or carried by the vendor.

N. No vendor shall outcry, ring bells, play chimes, play an amplified music system, or make any other noise prohibited in Section 9.28.090.

O. Mobile vending conveyances must be fully self-contained, and may not attach or use water lines, electrical lines, or gas lines.

P. Mobile vendors may not use any electrical outlet owned by the City or any other person. Power cords or extension cords across the sidewalk, any public right-of-way, parking lot, or pathway are prohibited.

Q. Operations shall only be conducted from a vehicle or conveyance consistent with state law and Yolo County Health Department approvals. Mobile vendors shall not directly vend food, goods, or merchandise from a car or personal vehicle that does not have the primary purpose of vending.

R. Mobile vendors shall not vend to any person traveling in a motor vehicle along a public roadway.

S. Vendors must organize customer queuing in a manner that does not interfere with pedestrian safety or the flow of traffic.

T. The vendor shall not utilize any equipment or methods that constitute a fire hazard, as determined by the Fire Marshal.

U. Prohibited Sales: Mobile vendors shall not sell or offer any of the following:

1. Alcohol, cannabis, tobacco, or pharmaceutical products, products that contain nicotine, any product or device used to smoke/vape nicotine or cannabis;
2. Fireworks;
3. Adult-oriented materials;
4. Any weapons, including knives, guns, explosive devices, or BB devices or imitation firearms;
5. Live animals, wildlife, fish, fowl, or insects;
6. Any type of rental activity, including the rental of any goods and services; and
7. Automobile and vehicle services except car washing and windshield repair conducted in compliance with applicable stormwater control requirements.

5.44.100 Violations; Penalties

A. The City hereby declares that mobile vending conveyances that are not in compliance with the provisions of this Section or Section 17.84.250 are a detriment to the public health, safety, and general welfare and are a public nuisance as defined in Chapter 9.04 (Nuisances) of the City of Woodland Municipal Code. In addition to any other remedy allowed by law or penalties

described in this section, any person who violate a provision of this chapter is subject to administrative citation pursuant to Chapter 9.20.

B. A violation of this Chapter and/or Section 17.84.250 by a mobile vendor that has a valid Mobile Vendor Permit from the City is punishable by the following:
    1. A code violation notice upon first violation.
    2. A fine of two-hundred and fifty dollars ($250.00) for a second violation or any subsequent violation.
    3. Permit suspension or revocation subject to an administrative hearing held by the Community Development Director for the third or any subsequent violation.

C. A person engaged in mobile vending without a Mobile Vendor Permit is punishable by an administrative fine in the following amounts;
    1. An administrative fine of five hundred dollars ($500.00) for the first violation and any subsequent violation.

D. Should a mobile vendor without a Mobile Vendor Permit be operating on private property within the City of Woodland, the property owner is punishable by an administrative fine in the following amounts:
    1. An administrative fine of two hundred and fifty dollars ($250.00) for the first violation and any subsequent violation.

E. No Mobile Vendor Permit shall be suspended or revoked until a hearing is held by the Director. Written notice of the hearing shall be sent to the permitholder. Such notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending such permit. Notice may be given either by personal delivery to the persons to be notified, or by depositing the notice in the U.S. mail in a sealed envelope, postage prepaid, addressed to the persons to be notified at the address appearing in the Mobile Vendor Permit. An additional notice shall be sent to the permitholder following the final determination.

F. Upon the Director's suspension or revocation of any permit pursuant to this section, the permit shall be null and void.

5.44.110 Appeals

A. Any applicant or permittee aggrieved by a decision of the Community Development Director in denying, suspending, modifying or revoking a permit, or imposing conditions on the issuance of a permit or permit renewal, may appeal the decision to the City Council in accordance with the procedures set forth in this section.

B. Any applicant or permittee who desires to appeal a decision of the Community Development Director, may appeal the decision by submitting a written appeal to the City Clerk within 10 calendar days from the date of service of the notice of denial, suspension, modification, revocation, or conditioned approval or renewal. The written appeal shall contain:

1. A brief statement in ordinary and concise language of the specific decision or condition protested, together with any material facts claimed to support the contentions of the appellant;
2. A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested action should be reversed or otherwise set aside;
3. The signatures of all parties named as appellants and their official mailing addresses; and
4. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

C. Upon receipt of a timely filed appeal, the City Clerk shall cause the matter to be sent for hearing before the City Council within 30 calendar days from the date of receipt of the notice of appeal, giving the appellant not less than 10 calendar days' notice in writing of the time and place for hearing.

D. Failure of any person to timely file an appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and decision, or any portion thereof.

E. Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.

F. The mobile vendor shall cease operations during the pendency of any appeal.

G. The provisions of the Administrative Procedure Act (commencing with Section 11500 of the Government Code of the State) shall not be applicable to such a hearing, nor shall formal rules of evidence in civil or criminal justice proceedings be so applicable.

H. The City Council shall by resolution from time to time establish a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.

5.44.120 Hearings – Appeals

A. At the time set for hearing, the City Council shall proceed to hear the testimony of the Community Development Director, the appellant, and other competent persons, including members of the public, respecting those matters or issues specifically raised by the appellant in the notice of appeal.

B. The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.

C. The City Council may, upon request of the appellant or upon request of the City, grant continuances from time to time for good cause shown, or upon his or her own motion.

D. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

E. Oral evidence shall be taken only upon oath or affirmation.

F. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.

G. The City Council has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

H. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration.

I. Each party shall have these rights, among others:
    1. To call and examine witnesses on any matter relevant to the issues of the hearing;
    2. To introduce documentary and physical evidence;
    3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
    4. To impeach any witness regardless of which party first called the witness to testify;
    5. To rebut the evidence presented against the party; and

6. To represent him, her, or itself or to be represented by anyone of his, her, or its choice who is lawfully permitted to do so.

J. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact that may be judicially noticed by the courts of this State or that may appear in any of the official records of the City or any of its departments.

5.44.130 Forms, contents, finality of decision of appeals

A. If it is shown, by a preponderance of the evidence, that one or more bases exist to deny, suspend, modify, or revoke the permit, the City Council shall affirm the Community Development Director's decision to deny, suspend, modify, revoke or condition the permit.

B. The City Council's determination of the appeal shall be final.

C. The final decision shall inform the appellant that the decision is a final decision and that the time for judicial review is governed by California Code of Civil Procedure Section 1094.6. Copies of the decision shall be delivered to the appellant personally or sent by certified mail to the address shown on the appeal within 10 business days following the conclusion of the hearing.

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EXHIBIT C

[Insert Exhibit C – Section 17.84.250 Mobile Vending and Food Preparation]

17.84.250 Mobile Vending and Food Preparation

A. Definitions

"Compact mobile food operation" means a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance;

"Commissary" means a food facility that services mobile food facilities, compact mobile food operations, or vending machines where any of the following occur: (a) Food, containers, or supplies are stored. (b) Food is prepared or prepackaged for sale or service at other locations. (c) Utensils are cleaned. (d) Liquid and solid wastes are disposed, or potable water is obtained;

"Stationary mobile vendor" means a mobile vendor who vends from a fixed location on private property;

"Mobile food facility" means any vehicle or trailer used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer; and

"Mobile vending conveyance" means any vehicle, trailer, cart, stand, wagon, or other motorized or nonmotorized, moveable facility used for vending food or non-food merchandise.

B. Permits Required

1. Stationary mobile vendors operating on private property shall be subject to the provisions of this section, in addition to the requirements of Chapter 5.44 of the City of Woodland Municipal Code, including, but not limited to, the requirement for a Mobile Vendor Permit.
2. The maximum number of Mobile Vendor Permits issued for stationary mobile food facilities or other motorized mobile vending conveyances shall be 13, except as described in subsection C.
    i. Should all 13 permits for stationary mobile food facilities or other motorized mobile vending conveyances be filled, the Director shall place subsequent applicants that meet City requirements on a permit availability list and shall notify the applicant of this decision and provide him or her with general information regarding the permit availability list. In the event a Mobile Vendor Permit becomes available, the Director shall notify the applicant who has been on the permit availability list the longest and allow him or her a reasonable time to provide the Director with any information necessary to ensure the application is current and otherwise complies with this code. If the applicant does so, he or she shall receive the Mobile Vendor Permit. In the event the applicant does

not, the Director shall remove that applicant from the permit availability list and repeat the process until a permit has been issued or all the applicants on the permit availability list have been notified.

C. Mobile Food Facilities for Local Brick-and-Mortar Restaurants

1. Each legally established restaurant located in a brick-and-mortar location may have one mobile vending conveyance that is owned by the restaurant owners, under the same business license, and that substantially has the same business name as the restaurant. Such mobile vending facilities will not be subject to the 13-permit limit on stationary motorized mobile vending facilities allowed in the City jurisdiction.
2. Restaurants that wish to serve as a commissary for more than one mobile vendor must obtain approval by the Community Development Department and the Public Works Department. Any additional stationary mobile food facilities affiliated with an existing restaurant beyond one will be subject to the 13-permit limit per subsection B(2).
3. The affiliated restaurant must be approved by Yolo County Environmental Health and the City as the commissary for the mobile food facility.

D. Sale or transfer of mobile vending conveyance

1. In the event that a Mobile Vendor Permit holder for a stationary mobile food facility or other motorized vending conveyance subject to the 13-permit limit sells or otherwise transfers the mobile vendor vehicle to a bona fide purchaser for value, such bona fide purchaser for value may continue to operate the mobile vending conveyance in the same location previously approved through the stationary Mobile Vendor Permit within the City provided the purchaser first complies with all of the provisions and requirements of this section and Chapter 5.44 of the City of Woodland Municipal Code, including having applied for and obtained all required licenses and permits.
2. Within five days of any mobile vendor conveyance sale or transfer, the seller shall notify the City of the sale or transfer and shall provide proof of the sale or transfer as may be required by the City.
3. A bona fide purchaser of a mobile vendor conveyance previously approved through a Mobile Vendor Permit subject to the 13-permit limit on stationary motorized mobile vendors shall provide all necessary updated application documents and information within ninety (90) days of the original owner ceasing operations. A bona fide purchaser pursuant to this section shall not be placed on the permit availability list when applying for a stationary Mobile Vendor Permit to replace the permit of the previous permittee for the purchased vehicle.

4. No more than one stationary mobile vendor shall be allowed per lot, except as allowed in Section 17.84.250 or otherwise approved by the Community Development Director.
5. Adequate access, drainage, sanitation, and other necessary facilities must be provided on the proposed site in a safe and secure matter. The City's Traffic Engineer and Fire Marshall shall review and approve each location prior to operation.

H. Mobile Vending Conveyance Storage. In addition to the storage requirements detailed in subsection 5.44.080.J of the City of Woodland Municipal Code, the following shall apply to mobile vendors subject to this section:
   1. The approved vending location may be approved as an overnight storage location for stationary mobile vendors, if the permit holder provides verification that the vending conveyance is serviced at the approved commissary daily, subject to the discretion of the Community Development Director.

I. Operating Standards. In addition to the operation requirements detailed in Section 5.44.090 of the City of Woodland Municipal Code, the following will be required for mobile vendors subject to this section:
   1. Stationary mobile vendors must have access to approved restroom facilities within 200 feet of the vending site. Restroom facilities must be easily accessible to the food handlers and be supplied with hot water, soap, and towel dispensers. The restroom facility must be listed in the Restroom Agreement on file with the Yolo County Environmental Health Division.

J. Mobile Vending Conveyance Design Standards

   1. Signage must be professional and readable. The use of prohibited or unpermitted signs for mobile vendors is not allowed.
   2. No freestanding or banner signs shall be displayed.
   3. Mobile vendors shall not have any site furniture, including chairs, tables, shade structures, or other structures outside of the mobile vending conveyance, unless otherwise approved by the Director.
   4. Mobile vending conveyances must be self-contained, including any signage, fuel, cooking equipment, shading, and heating and cooling equipment.
   5. Mobile vending conveyances must be functioning and operable.

K. Food Preparation and Commissary Requirements

1. Stationary mobile food facilities must have an approved commissary that is located in the City of Woodland jurisdiction.
2. Existing restaurants may act as commissaries for no more than two mobile food facilities or compact mobile food operations at any time, subject to approval by the Community Development Department Director, the Public Works Department, and by the Yolo County Environmental Health Division.
3. A business that is a commissary for mobile food facilities and/or compact mobile food operations must be in a zone where the food preparation use is permitted.
4. No stand-alone food preparation uses shall be allowed in the Downtown Core (DX-1) zone facing Main Street. Any commissary or other food preparation use must be accessory to the primary use, such as a customer facing restaurant.
5. The Public Works Department must approve the commissary location and determine that the site has sufficient capacity to support the mobile vendor prior to permit application approval.
6. The food preparation use may require site upgrades or increased servicing at cost to the business and/or property owner to support multiple mobile food facilities, catering operations, or other food production operations.
7. The commissary must provide facilities for preparation and packaging of food, potable water supply, liquid waste disposal facilities, waste grease removal, refrigerated/frozen food storage, dry food storage, utensil storage, electrical hook-up, ware washing, restrooms, and truck/cart cleaning, as specified by the Yolo County Environmental Health Department Director.
8. Overnight parking for mobile food facilities or compact mobile food operations must be provided by the commissary, unless an alternative location for the parking of each mobile vendor or sidewalk vendor utilizing the commissary is approved by the Community Development Director.
9. Any stationary mobile vendor with a Mobile Vendor Permit previously approved by the City prior to the effective date of the ordinance codified in this section shall be entitled to a ninety (90) day period to find a new commissary if the vendor's existing commissary does not comply with the requirements of this section. At the expiration of the ninety (90) day period, existing vendors shall be subject to the same commissary requirements as new vendors.

L. Permanent Food Truck Hub. A food-court style vendor hub, where multiple stationary mobile food facilities are located may be considered in non-residential

zones, subject to a Zoning Administrator Permit at the discretion of the Community Development Director.

1. Food truck hubs shall require permanent infrastructure including dining areas, restrooms, service areas for the vending vehicles, lighting, and landscaping.

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EXHIBIT D

[Insert Exhibit D – Chapter 8.32 Food Handling]

2. Section 6-3.02 Permits, is amended to read as follow:

It shall be unlawful for any Person to open, operate, or maintain a food facility without first obtaining a business license from the City of Woodland and a permit from the Yolo County Director of Environmental Health.

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EXHIBIT E

[Insert Exhibit E – Redline Code Edits, November 21, 2024 Planning Commission Meeting]

Redline Code Edits to Chapter 5.40, Chapter 5.44, and Section 17.84.250

Planning Commission Meeting: November 21, 2024

Chapter 5.40 (Sidewalk Vendors)

Section 5.40.080.H.3

H. No sidewalk vendor shall vend in any of the following locations:

1. Within one-hundred (100) feet of:
   i. A police officer, firefighter, lifeguard, or emergency service personnel actively performing their duties or providing service to the public
   ii. A freeway onramp or freeway offramp
   iii. Another sidewalk vendor, unless otherwise approved by the Director
2. Within twenty-five (25) feet of:
   i. Any traffic intersection
   ii. Any driveway, entrance to a parking lot, or alley approach
   iii. A street corner, marked crosswalk, or curb return of any unmarked crosswalk
   iv. A traffic signal, traffic signal controller, or emergency facility
   v. A fire hydrant or fire call box
   vi. A curb painted white, yellow, green, blue, or red
   vii. A bus stop, bus shelter, or bus bench
   viii. The entrance, exit, or emergency exit to a building, structure, or facility
3. Within ten (10) feet of:
   ~~i. A utility meter, manhole, service box, tree well, streetlight pole, power pole, telecommunications pole, or other utilities~~
   ~~ii.~~i. An outdoor dining area
   ~~iii.~~ii. An automated teller machine

Chapter 5.44 (Mobile Vendors)

Section 5.44.080.J

J. Mobile vendors must be located at least 200~~400~~ feet from existing brick-and-mortar restaurants, unless the mobile vendor is affiliated with the restaurant.

Section 5.44.080.K.3

K. No mobile vendor shall vend in any of the following locations:

1. Within one hundred (100) feet of:
    i. A police officer, firefighter, lifeguard, or emergency service personnel actively performing their duties or providing service to the public
    ii. A freeway onramp or freeway offramp
2. Within twenty-five (25) feet of:
    i. Any traffic intersection
    ii. Any driveway, entrance to a parking lot, or alley approach
    iii. A street corner, marked crosswalk, or curb return of any unmarked crosswalk
    iv. A traffic signal, traffic signal controller, or emergency facility
    v. A fire hydrant or fire call box
    vi. A curb painted white, yellow, green, blue, or red
    vii. A bus stop, bus shelter, or bus bench
    viii. The entrance, exit, or emergency exit to a building, structure, or facility
3. Within ten (10) feet of:
    ~~i. A utility meter, manhole, service box, tree well, streetlight pole, power pole, telecommunications pole, or other utility~~
    ~~ii.~~i. An outdoor dining area
    ~~iii.~~ii. An automated teller machine

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 17, 2024
ITEM #: H.19
SUBJECT: WM Update & Annual Rate Adjustment

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to 1) Receive a Waste Management update and the 2025 rate adjustment information; 2) Accept it as complete and adequate; and 3) Deem the proposed 2025 rate adjustments approved.

Staff Contact:
Rosie Ledesma, Environmental Resources Program Manager, (530) 661-2059, rosie.ledesma@cityofwoodland.gov

Fiscal Impact:
Waste Management (WM) provides a 15% franchise fee to the City. If the customer base remains similar to the current customer base, the 2025 rate adjustment would result in an increase of approximately $60,000-$70,000 in franchise fees in calendar year 2025.

Background:
WM provides collection and disposal of trash, recyclables, and organic waste, and street sweeping services for the City of Woodland pursuant to the terms of the amended franchise agreement between the City and WM dated July 1, 2011. With regard to rate adjustments, the agreement allows WM to (1) increase its service rates in accordance with changes in the U.S. City Average Consumer Price Index (CPI) for All Urban Consumers in the most recent 12-month period for which data are available, up to a maximum of 5%, and (2) incorporate any increase in landfill disposal fees above the previous year's disposal fees. The base rates may be adjusted each year by these amounts.

Yolo County operates the landfill and adjusts the landfill disposal fees each July 1. Because landfill fees go into effect six months before the WM rates are adjusted, the agreement allows WM to recover the increased disposal fees paid by the company during the preceding July-December period through an additional adjustment to the customer rates. These adjustments are not factored into the base rate that is used to calculate subsequent years' rate adjustments.

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

Discussion:
In accordance with the terms of the franchise agreement, WM submitted a request to implement an annual adjustment to its customer rates, effective January 1, 2025. The 2025 rate request includes a 2.53% CPI increase for the 12-month period ending August 2024 and the following increases for each commodity:

Annual Adjustment	2023-24 Rate	2024-25 Rate	Percent Increase
Waste disposal fee	$62.77/ton	$64.54/ton	2.82%
Organics/GW disposal fee	$79.50/ton	$82.49/ton	3.76%
C&D disposal fee	$80.00/ton	$84.00/ton	5.00%

The landfill increases are applied only to the disposal portion of the applicable rates and only by the amount that exceeds the CPI increase, which is calculated as the final disposal fee increase, or decrease in the event that the CPI is higher than the disposal increase, which was the case in all three commodities this year.

Customer Impacts:
These adjustments will raise the rates for an average Woodland household by $1.07 per month, from $39.66 to $40.73 per month. Charges for commercial waste services will generally increase by about 2.8% over the commercial customer rates for 2024, depending on container size and frequency of service. Charges for Construction & Demolition (C&D) roll-off containers will increase by $18 to $46 per load, with an average of 3.2% increase for all roll-off containers.

Staff reviewed the documentation provided by WM and found all the calculations to be appropriate and the documentation to be adequate for the 2025 annual rate adjustment.

Conclusion:
Staff recommends that the City Council approve Resolution No. _____, to 1) Receive a Waste Management update and the 2025 rate adjustment information; 2) Accept it as complete and adequate; and 3) Deem the proposed 2025 rate adjustments approved.

Prepared by: Rosie Ledesma, Environmental Resources Program Manager

Ken Hiatt
City Manager

Attachments:
1. Proposed Resolution - WM Annual Rate Adjustment 2025
2. Woodland City of Rate Adj Eff 1-1-25

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE REQUEST FOR THE 2025 ANNUAL RATE ADJUSTMENT BY WASTE MANAGEMENT

WHEREAS, the Legislature of the State of California, by enactment of California Public Resources Code Sections 40000 et seq. and California Public Resources Code Section 49300, declares that it is within the public interest to authorize and require local agencies to make adequate provision for Solid Waste handling within their jurisdictions; and

WHEREAS, the Council has determined that the public health, safety and well-being of its residents requires that Solid Waste collection and disposal, including, but not limited to, the frequency of collection, the means of collection and the transportation, scope, charges and fees, location, and extent of such services, be provided by an exclusive contract; and

WHEREAS, Waste Management provides collection and disposal of trash, recyclables, and organic waste, and street sweeping services for the City of Woodland pursuant to the terms of the amended franchise agreement between the City and Waste Management dated July 1, 2011; and

WHEREAS, the agreement allows Waste Management to (1) increase its service rates in accordance with changes in the U.S. City Average Consumer Price Index (CPI) up to a maximum of 5%, and (2) incorporate any increase in landfill disposal fees above the previous year's disposal fees; and

WHEREAS, Waste Management has provided appropriate supporting documentation to support its request.

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

SECTION 1. The City Council hereby receives the Waste Management 2025 rate adjustment information.

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

SECTION 3. The City Council hereby deems the proposed 2025 rate adjustment approved.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland this 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Stallard, Mayor Pro Tempore

ATTEST:

_____
Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:

_____
Andreas Booher, City Attorney

Waste Management of Woodland
City of Woodland
Residential Rate Adjustment Effective 1/1/2025

CPI % Change	2.53%	A
MSW Disposal Increase	0.29%	B1
Mixed Food Increase	1.23%	B2
MSW Disposal Capture	2.82%	C1
Mixed Food Disposal Capture	3.76%	C2

	Current Monthly Rate Effective 1/1/2024	Previous Period Disposal Catch Up (7/1/24 through 12/31/24)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2024 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/24 through 12/31/24)	**New Monthly Rate Eff 1/1/2025**
	D	**E**	**F=D-E**	**G=F*A**	**H**	**I=H*B**	**J=F+G+I**	**K=(H*C)/2**	**L=J+K**
Garbage Rates									
35 Gallons	$14.87	$0.03	$14.84	$0.38	$1.96	$0.01	$15.23	$0.03	$15.26
64 Gallons	$17.58	$0.06	$17.52	$0.44	$3.90	$0.01	$17.97	$0.05	$18.02
96 Gallons	$30.54	$0.08	$30.46	$0.77	$5.86	$0.02	$31.25	$0.08	$31.33
Extra bag pickup	$2.82	$0.01	$2.81	$0.07	$0.37	$0.00	$2.88	$0.01	$2.89
Extra toter pickup	$9.01	$0.03	$8.98	$0.23	$1.92	$0.01	$9.22	$0.03	$9.25
Low income (10% discount from base)									
35 Gallons	$13.38	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$13.73
64 Gallons	$15.82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$16.22
96 Gallons	$27.49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$28.20
Green Waste / Street Sweeping									
Small Lot*	$15.47	$0.04	$15.43	$0.39	$4.13	$0.05	$15.87	$0.08	$15.95
1-96 Gallon Toter	$19.43	$0.04	$19.39	$0.49	$4.13	$0.05	$19.93	$0.08	$20.01
2-96 Gallon Toters	$19.43	$0.04	$19.39	$0.49	$4.13	$0.05	$19.93	$0.08	$20.01
3-96 Gallon Toters	$24.93	$0.07	$24.86	$0.63	$6.78	$0.08	$25.57	$0.13	$25.70
4-96 Gallon Toters	$24.93	$0.07	$24.86	$0.63	$6.78	$0.08	$25.57	$0.13	$25.70
Each add'l toter after 4	$5.64	$0.03	$5.61	$0.14	$2.69	$0.03	$5.78	$0.05	$5.83
Street Sweeping (only)									
Residential\Condominium	$5.44	$0.00	$5.44	$0.14	$0.00	$0.00	$5.58	$0.00	$5.58
Apartments\Mobile Home Parks (per unit)	$2.95	$0.00	$2.95	$0.07	$0.00	$0.00	$3.02	$0.00	$3.02
Recycling									
Residential Curbside	$1.95	$0.00	$1.95	$0.05	$0.00	$0.00	$2.00	$0.00	$2.00
Ancillary / Misc Fees									
Side Yard Assisted Service - medically justified	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Side Yard Assisted Service - no medical justification	$7.13	$0.00	$7.13	$0.18	$0.00	$0.00	$7.31	$0.00	$7.31
State Mandated Charge - Per Household	$0.70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0.70
Bulky Waste Pickup - per pickup (limited to 5 yards)	$90.84	$0.14	$90.70	$2.29	$10.04	$0.03	$93.02	$0.14	$93.16
Cart Replacement Charge[1]	Market Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Market Rate
Insufficient Funds / Returned Check Fee	$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$30.00
Late Charge	2.5% of balance, $5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, $5.00 minimum
Non-Service Day Trip Charge	$34.30	$0.00	$34.30	$0.87	$0.00	$0.00	$35.17	$0.00	$35.17
Residential Contamination Charge	$15.00	$0.00	$15.00	$0.00	$0.00	$0.00	$15.00	$0.00	$15.00
Residential Overage Charge	$15.00	$0.00	$15.00	$0.00	$0.00	$0.00	$15.00	$0.00	$15.00

*The Small Lot rate applies only to those customers who qualified for this rate before July 1, 2007, and who were grandfathered in under this rate. Current Small Lot rate customers who choose to have one cart will continue to pay the Small Lot rate (as annually adjusted) until the property is sold or unless they choose to have additional carts.

[1] Replacement is charged at the market rate. Does not apply to carts damaged as the result of normal wear and tear. One replacement cart is provided every 4 years for lost or stolen carts, and one replacement cart per year for graffiti-tagged carts.

[2] Contamination charges would apply to Residential Customers each time a Customers cart contains contaminants. Customer will be charged per cart/per collection after 2 warning notifications in a 12-month rolling period.

[3] Overage charges would apply to Residential Customers each time a Customers cart is overloaded. Customer will be charged per cart/per collection after 2 warning notifications in a 12-month rolling period

Waste Management of Woodland
City of Woodland
Commercial Rate Adjustment Effective 1/1/2025

CPI % Change	2.53%	A

MSW Disposal Increase	0.29%	B1, B3
Mixed Food Increase	1.23%	B2
MSW Disposal Capture	2.82%	C1
Mixed Food Disposal Capture	3.76%	C2

	Current Monthly Rate Effective 1/1/2024	Previous Period Disposal Catch Up (7/1/24 through 12/31/24)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2024 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/24 through 12/31/24)	**New Monthly Rate Eff 1/1/2025**
	D	**E**	**F=D-E**	**G=F*A**	**H**	**I=H*B**	**J=F+G+I**	**K=(H*C)/2**	**L=J+K**
Trash Cart Rates									
1-64 Gallon Can	$34.51	$0.11	$34.40	$0.87	$7.82	$0.02	$35.29	$0.11	$35.40
1-96 Gallon Can	$43.94	$0.17	$43.77	$1.11	$11.73	$0.03	$44.91	$0.17	$45.08
Extra bag pickup	$2.82	$0.01	$2.81	$0.07	$0.37	$0.00	$2.88	$0.01	$2.89
Extra toter pickup	$9.01	$0.03	$8.98	$0.23	$1.92	$0.01	$9.22	$0.03	$9.25
Trash 1 Yard Bin									
1 x Week	$87.40	$0.12	$87.28	$2.21	$8.69	$0.03	$89.52	$0.12	$89.64
2 x Week	$144.14	$0.25	$143.89	$3.64	$17.38	$0.05	$147.58	$0.25	$147.83
Trash 1.5 Yard Bin									
1 x Week	$110.14	$0.18	$109.96	$2.78	$13.06	$0.04	$112.78	$0.18	$112.96
2 x Week	$186.75	$0.37	$186.38	$4.72	$26.10	$0.08	$191.18	$0.37	$191.55
3 x Week	$262.68	$0.55	$262.13	$6.63	$39.16	$0.11	$268.87	$0.55	$269.42
Trash 2 Yard Bin									
1 x Week	$133.54	$0.25	$133.29	$3.37	$17.38	$0.05	$136.71	$0.25	$136.96
2 x Week	$226.92	$0.49	$226.43	$5.73	$34.80	$0.10	$232.26	$0.49	$232.75
3 x Week	$320.37	$0.74	$319.63	$8.09	$52.18	$0.15	$327.87	$0.74	$328.61
4 x Week	$413.73	$0.98	$412.75	$10.44	$69.61	$0.20	$423.39	$0.98	$424.37
5 x Week	$507.16	$1.23	$505.93	$12.80	$86.97	$0.25	$518.98	$1.23	$520.21
6 x Week	$599.93	$1.47	$598.46	$15.14	$104.35	$0.30	$613.90	$1.47	$615.37
Trash 3 Yard Bin									
1 x Week	$172.16	$0.37	$171.79	$4.35	$26.10	$0.08	$176.22	$0.37	$176.59
2 x Week	$301.70	$0.74	$300.96	$7.61	$52.18	$0.15	$308.72	$0.74	$309.46
3 x Week	$431.03	$1.11	$429.92	$10.88	$78.29	$0.23	$441.03	$1.10	$442.13
4 x Week	$531.10	$1.47	$529.63	$13.40	$104.35	$0.30	$543.33	$1.47	$544.80
5 x Week	$689.99	$1.84	$688.15	$17.41	$130.51	$0.38	$705.94	$1.84	$707.78
6 x Week	$819.56	$2.21	$817.35	$20.68	$156.59	$0.45	$838.48	$2.21	$840.69
Trash 4 Yard Bin									
1 x Week	$216.55	$0.49	$216.06	$5.47	$34.80	$0.10	$221.63	$0.49	$222.12
2 x Week	$384.20	$0.98	$383.22	$9.70	$69.61	$0.20	$393.12	$0.98	$394.10
3 x Week	$551.92	$1.47	$550.45	$13.93	$104.35	$0.30	$564.68	$1.47	$566.15
4 x Week	$719.54	$1.97	$717.57	$18.15	$139.16	$0.40	$736.12	$1.96	$738.08
5 x Week	$902.66	$2.46	$900.20	$22.78	$173.97	$0.50	$923.48	$2.45	$925.93
6 x Week	$1,055.00	$2.95	$1,052.05	$26.62	$208.76	$0.61	$1,079.28	$2.94	$1,082.22
Trash 6 Yard Bin									
1 x Week	$284.38	$0.74	$283.64	$7.18	$52.18	$0.15	$290.97	$0.74	$291.71
2 x Week	$514.84	$1.47	$513.37	$12.99	$104.35	$0.30	$526.66	$1.47	$528.13
3 x Week	$754.58	$2.21	$752.37	$19.03	$156.59	$0.45	$771.85	$2.21	$774.06
4 x Week	$1,047.56	$2.95	$1,044.61	$26.43	$208.76	$0.61	$1,071.65	$2.94	$1,074.59
5 x Week	$1,309.38	$3.69	$1,305.69	$33.03	$260.93	$0.76	$1,339.48	$3.68	$1,343.16
6 x Week	$1,597.91	$4.42	$1,593.49	$40.32	$313.13	$0.91	$1,634.72	$4.41	$1,639.13
Trash 8 Yard Bin									
1 x Week	$348.14	$0.97	$347.17	$8.78	$68.52	$0.20	$356.15	$0.97	$357.12
2 x Week	$638.06	$1.94	$636.12	$16.09	$137.07	$0.40	$652.61	$1.93	$654.54
3 x Week	$946.08	$2.90	$943.18	$23.86	$205.61	$0.60	$967.64	$2.90	$970.54
4 x Week	$1,359.69	$3.87	$1,355.82	$34.30	$274.14	$0.79	$1,390.91	$3.87	$1,394.78
5 x Week	$1,696.26	$4.84	$1,691.42	$42.79	$342.65	$0.99	$1,735.20	$4.83	$1,740.03
6 x Week	$2,116.16	$5.81	$2,110.35	$53.39	$411.18	$1.19	$2,164.93	$5.80	$2,170.73
Recycling Carts/Bins - All Sizes*									
1 x Week - per month/per bin	$35.38	$0.00	$35.38	$0.90	$0.00	$0.00	$36.28	$0.00	$36.28
2 x Week - per month/per bin**	$70.76	$0.00	$70.76	$1.80	$0.00	$0.00	$72.56	$0.00	$72.56
3 x Week - per month/per bin**	$106.14	$0.00	$106.14	$2.70	$0.00	$0.00	$108.84	$0.00	$108.84
4 x Week - per month/per bin**	$141.52	$0.00	$141.52	$3.60	$0.00	$0.00	$145.12	$0.00	$145.12
5 x Week - per month/per bin**	$176.90	$0.00	$176.90	$4.50	$0.00	$0.00	$181.40	$0.00	$181.40
Mixed Organics - 35 Gallon									
1 x Week	$29.33	$0.11	$29.22	$0.74	$11.60	$0.14	$30.10	$0.22	$30.32
2 x Week	$58.58	$0.23	$58.35	$1.48	$23.16	$0.29	$60.12	$0.44	$60.56
3 x Week	$87.91	$0.34	$87.57	$2.22	$34.76	$0.43	$90.22	$0.65	$90.87
4 x Week	$117.24	$0.45	$116.79	$2.95	$46.36	$0.57	$120.31	$0.87	$121.18
5 x Week	$146.54	$0.57	$145.97	$3.69	$57.95	$0.71	$150.37	$1.09	$151.46
Mixed Organics - 64 Gallon									
1 x Week	$41.11	$0.21	$40.90	$1.03	$21.19	$0.26	$42.19	$0.40	$42.59
2 x Week	$82.22	$0.41	$81.81	$2.07	$42.39	$0.52	$84.40	$0.80	$85.20
3 x Week	$123.33	$0.62	$122.71	$3.10	$63.58	$0.78	$126.59	$1.20	$127.79
4 x Week	$164.46	$0.83	$163.63	$4.14	$84.78	$1.04	$168.81	$1.59	$170.40
5 x Week	$205.57	$1.04	$204.53	$5.17	$105.97	$1.30	$211.00	$1.99	$212.99
2 Yard Mixed Organics Bin									
1 x Week	$204.99	$0.36	$204.63	$5.18	$36.72	$0.45	$210.26	$0.69	$210.95
2 x Week	$349.70	$0.72	$348.98	$8.83	$73.45	$0.90	$358.71	$1.38	$360.09
3 x Week	$496.17	$1.06	$495.11	$12.53	$108.54	$1.34	$508.98	$2.04	$511.02
3 Yard Mixed Organics Bin									
1 x Week	$282.00	$0.54	$281.46	$7.12	$55.09	$0.68	$289.26	$1.04	$290.30
2 x Week	$495.88	$1.08	$494.80	$12.52	$110.20	$1.36	$508.68	$2.07	$510.75
3 x Week	$712.32	$1.59	$710.73	$17.98	$162.90	$2.01	$730.72	$3.06	$733.78

*Recycle Container Sizes Available: 96 gallon, 1 Yard, 1.5 Yard, 2 Yard, 3 Yard, 4 Yard, 6 Yard
**Services with a frequency of more then one time per week are charged by multiples of the "1 x Week" rate
***Four 96 gallon recycle carts can be substituted for a recycle bin for the same cost. Carts must be placed curbside on collection days.

Extra Pickup Fees									
Overloaded Container - First Cubic Yard (No Dismount Required)	$9.08	$0.03	$9.05	$0.23	$1.98	$0.01	$9.29	$0.03	$9.32
Overloaded Container - Each Cubic Yard in excess of 1 (No Dismount Required)	$3.65	$0.03	$3.62	$0.09	$1.98	$0.01	$3.72	$0.03	$3.75
Additional Pickup, 1 Cubic Yard Bin	$51.68	$0.03	$51.65	$1.31	$1.98	$0.01	$52.97	$0.03	$53.00
Additional Pickup, 1.5 Cubic Yard Bin	$53.46	$0.04	$53.42	$1.35	$2.96	$0.01	$54.78	$0.04	$54.82
Additional Pickup, 2 Cubic Yard Bin	$55.29	$0.06	$55.23	$1.40	$3.95	$0.01	$56.64	$0.06	$56.70
Additional Pickup, 3 Cubic Yard Bin	$58.91	$0.08	$58.83	$1.49	$5.90	$0.02	$60.34	$0.08	$60.42
Additional Pickup, 4 Cubic Yard Bin	$62.30	$0.11	$62.19	$1.57	$7.89	$0.02	$63.78	$0.11	$63.89
Additional Pickup, 6 Cubic Yard Bin	$69.74	$0.17	$69.57	$1.76	$11.81	$0.03	$71.36	$0.17	$71.53
Additional Trip to Customer Location at Customer Request	$34.30	$0.00	$34.30	$0.87	$0.00	$0.00	$35.17	$0.00	$35.17

Temporary Bin									
3 Yard Temporary Bin	$203.86	$0.08	$203.78	$5.16	$5.90	$0.02	$208.96	$0.08	$209.04

Ancillary / Misc Fees									
State Mandated Fee - per yard times 4.3 (weeks per month)	$0.25	$0.00	$0.25	$0.00	$0.00	$0.00	$0.25	$0.00	$0.25
Dismount and Push Charge per Bin Serviced per Week	$7.26	$0.00	$7.26	$0.18	$0.00	$0.00	$7.44	$0.00	$7.44
Key Charge per Bin Serviced per Week	$8.64	$0.00	$8.64	$0.22	$0.00	$0.00	$8.86	$0.00	$8.86
Enclosure Charge per Bin Serviced per Week	$9.53	$0.00	$9.53	$0.24	$0.00	$0.00	$9.77	$0.00	$9.77
Gate Service Charge per Bin Serviced per Week	$9.53	$0.00	$9.53	$0.24	$0.00	$0.00	$9.77	$0.00	$9.77
Long Walk (more then 20 feet) per Bin Serviced per Week	$22.80	$0.00	$22.80	$0.58	$0.00	$0.00	$23.38	$0.00	$23.38
Maximum Additional Weekly Charges per Bin Serviced per Week	$29.53	$0.00	$29.53	$0.75	$0.00	$0.00	$30.28	$0.00	$30.28
Scout Truck (Container Truck) Container Pull Out	$41.17	$0.00	$41.17	$1.04	$0.00	$0.00	$42.21	$0.00	$42.21
Extra per yard charge for Customers Pre-compacting Trash	$27.35	$0.11	$27.24	$0.69	$7.89	$0.02	$27.95	$0.11	$28.06
Commercial Sweeping Charge	$8.98	$0.00	$8.98	$0.23	$0.00	$0.00	$9.21	$0.00	$9.21
Bad / Returned Check Fee	$30.00	$0.00	$30.00	$0.00	$0.00	$0.00	$30.00	$0.00	$30.00
Snapshot Fee - Per Occurrence[1]	$62.34	$0.00	$62.34	$1.58	$0.00	$0.00	$63.92	$0.00	$63.92
Inactivity Fee - Per Day (No activity for over 14 days)[2]	$14.03	$0.00	$14.03	$0.35	$0.00	$0.00	$14.38	$0.00	$14.38
Inactivity Fee - Maximum per month[2]	$210.55	$0.00	$210.55	$5.33	$0.00	$0.00	$215.88	$0.00	$215.88
Reactivation Fee - due to non-payment[3]	$43.62	$0.00	$43.62	$1.10	$0.00	$0.00	$44.72	$0.00	$44.72
Container Exchange Fee[4]	$186.99	$0.00	$186.99	$4.73	$0.00	$0.00	$191.72	$0.00	$191.72
Delivery Fee[5]	$186.99	$0.00	$186.99	$4.73	$0.00	$0.00	$191.72	$0.00	$191.72
Late Charge	2.5% of balance, $5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, $5.00 minimum
Contamination Charge - per occurrence[6]	$117.18	$0.00	$117.18	$2.96	$0.00	$0.00	$120.14	$0.00	$120.14
Cart Swap / Cleaning Charge	$67.85	$0.00	$67.85	$1.72	$0.00	$0.00	$69.57	$0.00	$69.57
Bin Swap / Cleaning Charge	$154.19	$0.00	$154.19	$3.90	$0.00	$0.00	$158.09	$0.00	$158.09

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional $14.38 per day. The maximum fee per month is $215.88.

[3] The Reactivation service fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non- payment

[4] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[5] The Delivery service fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[6] If a Customer's container is contaminated more than twice in the last twelve (12) months of service, and Company has left non-collection notices on each such instance, then Company may apply a contamination charge per occurrence over the succeeding twelve (12) months.

Waste Management of Woodland
City of Woodland
Debris (RO) Box Rate Adjustment Effective 1/1/2025

CPI % Change	2.53%	A

MSW Disposal Increase	0.29%	B1
Green Waste Disposal Increase	1.23%	B2
Mixed Food Increase	1.23%	B3
C&D Disposal Increase	2.47%	B4
MSW Disposal Capture	2.82%	C1
Green Waste Disposal Capture	3.76%	C2
Mixed Food Disposal Capture	3.76%	C3
C&D Disposal Capture	5.00%	C4

Current Disposal Costs	
Municipal Solid Waste	$64.54
Green Waste	$82.49
Mixed Food / Green	$82.49
C&D	$84.00
Clean Wood	$0.00
Mixed Wood	$82.49
OCC	$0.00
Recycle	$0.00

	Current Monthly Rate Effective 1/1/2024	Previous Period Disposal Catch Up (7/1/24 through 12/31/24)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2024 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/24 through 12/31/24)	**New Monthly Rate Eff 1/1/2025**
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
MSW - Haul Rate									
20 Yards - Includes 2 tons	$295.92	$1.38	$294.54	$7.45	$97.62	$0.28	$302.27	$1.38	$303.65
25 Yards - Includes 2.5 tons	$370.09	$1.72	$368.37	$9.32	$122.01	$0.35	$378.04	$1.72	$379.76
30 Yards - Includes 3 tons	$443.67	$2.07	$441.60	$11.17	$146.42	$0.42	$453.19	$2.06	$455.25
40 Yards - Includes 4 tons	$591.58	$2.76	$588.82	$14.90	$195.20	$0.57	$604.29	$2.75	$607.04
50 Yards - Includes 5 tons	$721.40	$3.45	$717.95	$18.16	$244.01	$0.71	$736.82	$3.44	$740.26
Green Waste - Haul Rate									
20 Yards - Includes 2 tons	$310.61	$1.15	$309.46	$7.83	$117.04	$1.44	$318.73	$2.20	$320.93
25 Yards - Includes 2.5 tons	$388.44	$1.43	$387.01	$9.79	$146.30	$1.80	$398.60	$2.75	$401.35
30 Yards - Includes 3 tons	$465.72	$1.72	$464.00	$11.74	$175.57	$2.16	$477.90	$3.30	$481.20
40 Yards - Includes 4 tons	$620.97	$2.29	$618.68	$15.65	$234.07	$2.88	$637.21	$4.40	$641.61
50 Yards - Includes 5 tons	$758.12	$2.86	$755.26	$19.11	$292.59	$3.60	$777.97	$5.50	$783.47
Mixed Wood - Haul Rate									
20 Yards - Includes 2 tons	$326.12	$1.27	$324.85	$8.22	$129.75	$1.60	$334.67	$2.44	$337.11
25 Yards - Includes 2.5 tons	$407.84	$1.59	$406.25	$10.28	$162.19	$2.00	$418.53	$3.05	$421.58
30 Yards - Includes 3 tons	$489.00	$1.90	$487.10	$12.32	$194.62	$2.40	$501.82	$3.66	$505.48
40 Yards - Includes 4 tons	$652.02	$2.54	$649.48	$16.43	$259.49	$3.19	$669.10	$4.88	$673.98
50 Yards - Includes 5 tons	$796.98	$3.17	$793.81	$20.08	$324.39	$3.99	$817.88	$6.10	$823.98
C&D - Haul Rate									
20 Yards - Includes 2 tons	$329.14	($4.78)	$333.92	$8.45	$105.00	$2.59	$344.96	$2.63	$347.59
25 Yards - Includes 2.5 tons	$411.64	($5.98)	$417.62	$10.57	$131.25	$3.24	$431.43	$3.28	$434.71
30 Yards - Includes 3 tons	$493.54	($7.18)	$500.72	$12.67	$157.50	$3.89	$517.28	$3.94	$521.22
40 Yards - Includes 4 tons	$658.09	($9.57)	$667.66	$16.89	$210.00	$5.19	$689.74	$5.25	$694.99
50 Yards - Includes 5 tons	$804.53	($11.96)	$816.49	$20.66	$262.48	$6.48	$843.63	$6.56	$850.19
Clean Wood - Haul Rate									
20 Yards	$152.51	$0.00	$152.51	$3.86	$0.00	$0.00	$156.37	$0.00	$156.37
25 Yards	$190.79	$0.00	$190.79	$4.83	$0.00	$0.00	$195.62	$0.00	$195.62
30 Yards	$228.54	$0.00	$228.54	$5.78	$0.00	$0.00	$234.32	$0.00	$234.32
40 Yards	$304.76	$0.00	$304.76	$7.71	$0.00	$0.00	$312.47	$0.00	$312.47
50 Yards	$362.91	$0.00	$362.91	$9.18	$0.00	$0.00	$372.09	$0.00	$372.09
Old Corrugated Cardboard (OCC) - Haul Rate									
20 Yards	$152.51	$0.00	$152.51	$3.86	$0.00	$0.00	$156.37	$0.00	$156.37
25 Yards	$190.79	$0.00	$190.79	$4.83	$0.00	$0.00	$195.62	$0.00	$195.62
30 Yards	$228.54	$0.00	$228.54	$5.78	$0.00	$0.00	$234.32	$0.00	$234.32
40 Yards	$304.76	$0.00	$304.76	$7.71	$0.00	$0.00	$312.47	$0.00	$312.47
50 Yards	$362.91	$0.00	$362.91	$9.18	$0.00	$0.00	$372.09	$0.00	$372.09
Recycle - Haul Rate									
20 Yards	$152.51	$0.00	$152.51	$3.86	$0.00	$0.00	$156.37	$0.00	$156.37
25 Yards	$190.79	$0.00	$190.79	$4.83	$0.00	$0.00	$195.62	$0.00	$195.62
30 Yards	$228.54	$0.00	$228.54	$5.78	$0.00	$0.00	$234.32	$0.00	$234.32
40 Yards	$304.76	$0.00	$304.76	$7.71	$0.00	$0.00	$312.47	$0.00	$312.47
50 Yards	$362.91	$0.00	$362.91	$9.18	$0.00	$0.00	$372.09	$0.00	$372.09
Concrete / Dirt									
15 Yards - no included tonnage	$209.39	$0.00	$209.39	$5.30	$0.00	$0.00	$214.69	$0.00	$214.69
Compactor Rates									
Haul Rate - Per Yard - includes tonnage	$24.99	$0.03	$24.96	$0.63	$1.97	$0.01	$25.60	$0.03	$25.63

Ancillary / Misc Fees									
State Mandated Fee - Per yard times 4.3 weeks/month	$0.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.25	$0.00	$0.25
Debris Box Roll-Top Fee Per Haul	$30.85	$0.00	$30.85	$0.78	$0.00	$0.00	$31.63	$0.00	$31.63
Bad / Returned Check Fee	$30.00	$0.00	$30.00	$0.00	$0.00	$0.00	$30.00	$0.00	$30.00
Snapshot Fee - Per Occurrence[1]	$62.34	$0.00	$62.34	$1.58	$0.00	$0.00	$63.92	$0.00	$63.92
Trip Charge[2]	$123.41	$0.00	$123.41	$3.12	$0.00	$0.00	$126.53	$0.00	$126.53
Inactivity Fee - Per Day (No activity for over 14 days)[3]	$14.03	$0.00	$14.03	$0.35	$0.00	$0.00	$14.38	$0.00	$14.38
Inactivity Fee - Maximum per month[3]	$210.55	$0.00	$210.55	$5.33	$0.00	$0.00	$215.88	$0.00	$215.88
Reactivation Fee - due to non-payment[4]	$43.62	$0.00	$43.62	$1.10	$0.00	$0.00	$44.72	$0.00	$44.72
Container Exchange Fee[5]	$186.99	$0.00	$186.99	$4.73	$0.00	$0.00	$191.72	$0.00	$191.72
Delivery Fee[6]	$186.99	$0.00	$186.99	$4.73	$0.00	$0.00	$191.72	$0.00	$191.72
Late Charge	2.5% of balance, $5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, $5.00 minimum
Debris Box Fuel Surcharge[7]	See below	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See below
Contamination Fee[8]	See below	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See below

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Trip Charge would apply when a Commercial Customer schedules a Debris Box service call that is not needed after Company arrives at the Customer location. Company must be given a 24 hour cancellation notice by the Customer.

[3] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional $14.38 per day. The maximum fee per month is $215.88.

[4] The Reactivation service fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non-payment

[5] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[6] The Delivery service fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[7] The attached fuel Surcharge rate table will be applied to only the Debris Box line of business and will be calculated based on the cost of fuel on a monthly basis. This will be a line item on the customer's monthly bill.

[8] The contamination fee is a pass-through contamination and/or adminstration fee imposed on by the landfill or disposal site for contaminated loads

Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation
Rate Adjustment Effective 1/1/2025

CPI ADJUSTMENT CALCULATION		
Consumer Price Index (CPI for *All Urban Consumers*) [1]		
Index August 2024	314.796	**A**
Index August 2023	307.026	**B**
Percentage change of index	2.53%	**C = (A-B)/B**
Contractually allowed maximum % of CPI (Section 7.3)	5%	**I**
Allowed Price Adjustment: Lower of Annual CPI Adjustment (C) or contractually allowed max. % increase (I)	**2.53%**	**J**
Internet Hyperlink to Indices: http://data.bls.gov/cgi-bin/srgate		

Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation
Rate Adjustment Effective 1/1/2025

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Aug-24	314.796
Aug-23	307.026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	233.916	234.781	236.293	237.072	237.9	238.343	238.25	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.28	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.31	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797
2023	299.17	300.84	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.54	314.796				

Waste Management of Woodland
City of Woodland
Disposal Increase Calculations
Rate Adjustment Effective 1/1/2025

7.3.2 Disposal Fee Adjustment. Subject to the provisions of Section 7.3.4 regarding the time for making such a request, the Service Rates Shall be increased following an increase in the Disposal Fees. The Disposal Fee increase will be submitted at the time of the annual rate adjustment. The increase is subject to the provisions of Section 7.3.5 regarding the effective date of such increases and compensatory mechanisms for Disposal Fee increases for time periods prior to the effective date. Such increases shall be equal to the amount derived by multiplying (A) the portion of the previous Service Rate representing Disposal Costs by (B) the percentage increase in the Disposal Fees, and reducing that product (but not below zero) by an amount equal to the CPI adjustment (or, if less, the change in the U.S.C.P.I. between the date of the most recent Disposal Fee increase and the most recent month for which the U.S.C.P.I. is available).

Yolo County Landfill - MSW Disposal Adj Calc 1/1/23		
2024 Disposal Rate - 7/1/24	$64.54	A
2023 Disposal Rate - 7/1/23	$62.77	B
Inc (Dec) in Disposal Rate	$1.77	C=A-B
% Inc (Dec) in Disposal Rate	2.82%	
CPI Adj %	2.53%	
% Inc (Dec) in Disposal Rate Adjustment	0.29%	F

Yolo County Landfill - Green Waste Disposal Adj Calc		
2024 Disposal Rate - 7/1/24	$82.49	A
2023 Disposal Rate - 7/1/23	$79.50	B
Inc (Dec) in Disposal Rate	$2.99	C=A-B
% Inc (Dec) in Disposal Rate	3.76%	D=C/B
CPI Adj %	2.53%	E
% Inc (Dec) in Disposal Rate Adjustment	1.23%	F=D-E

Yolo County Landfill - Mixed Green / Food Waste		
2024 Disposal Rate - 7/1/24	$82.49	A
2023 Disposal Rate - 7/1/23	$79.50	B
Inc (Dec) in Disposal Rate	$2.99	C=A-B
% Inc (Dec) in Disposal Rate	3.76%	D=C/B
CPI Adj %	2.53%	E
% Inc (Dec) in Disposal Rate Adjustment	1.23%	F=D-E

Yolo County Landfill - C&D Disposal Adj Calc		
2024 Disposal Rate - 7/1/24	$84.00	A
2023 Disposal Rate - 7/1/23	$80.00	B
Inc (Dec) in Disposal Rate	$4.00	C=A-B
% Inc (Dec) in Disposal Rate	5.00%	D=C/B
CPI Adj %	2.53%	E
% Inc (Dec) in Disposal Rate Adjustment	2.47%	F=D-E

Yolo County Landfill - MSW Disposal History	
Year	Disposal Rate
2011 Disposal Rate - 7/1/11	$38.78
2012 Disposal Rate - 7/1/12	$39.63
2013 Disposal Rate - 7/1/13	$40.58
2014 Disposal Rate - 7/1/14	$41.71
2015 Disposal Rate - 7/1/15	$42.72
2016 Disposal Rate - 7/1/16	$43.87
2017 Disposal Rate - 7/1/17	$45.20
1st 2018 Disposal Rate - 7/1/18	$46.55
2nd 2018 Disposal Rate - 11/04/18	$50.48
2019 Disposal Rate - 7/1/19	$51.88
2020 Disposal Rate - 7/1/20	$53.32
2021 Disposal Rate - 7/1/21	$54.80
2022 Disposal Rate - 7/1/22	$56.31
2023 Disposal Rate - 1/1/23	$61.06
2023 Disposal Rate - 7/1/23	$62.77

Yolo County Landfill - Green Waste Disposal History	
Year	Disposal Rate
2015 Disposal Rate - 7/1/15	$36.00
2016 Disposal Rate - 7/1/16	$52.00
2017 Disposal Rate - 7/1/17	$54.00
2018 Disposal Rate - 7/1/18	$54.00
2019 Disposal Rate - 7/1/19	$56.00
2020 Disposal Rate - 7/1/20	$62.00
2021 Disposal Rate - 7/1/21	$75.00
2022 Disposal Rate - 7/1/22	$78.00
2023 Disposal Rate - 7/1/23	$79.50
2024 Disposal Rate - 7/1/24	$82.49

Yolo County Landfill - Mixed Green / Food History	
Year	Disposal Rate
2015 Disposal Rate - 7/1/15	$36.00
2016 Disposal Rate - 7/1/16	$52.00
2017 Disposal Rate - 7/1/17	$54.00
2018 Disposal Rate - 7/1/18	$62.00
2019 Disposal Rate - 7/1/19	$64.00
2020 Disposal Rate - 7/1/20	$66.00
2021 Disposal Rate - 7/1/21	$75.00
2022 Disposal Rate - 7/1/22	$78.00
2023 Disposal Rate - 7/1/23	$79.50
2024 Disposal Rate - 7/1/24	$82.49

Yolo County Landfill - C&D Disposal History	
Year	Disposal Rate
2015 Disposal Rate - 7/1/15	$49.00
2016 Disposal Rate - 7/1/16	$57.00
2017 Disposal Rate - 1/1/17	$69.50
2018 Disposal Rate - 7/1/18	$57.00
2019 Disposal Rate - 7/1/19	$62.50
2020 Disposal Rate - 7/1/20	$70.00
2021 Disposal Rate - 7/1/21	$85.00
2022 Disposal Rate - 7/1/22	$87.00
2023 Disposal Rate - 7/1/23	$80.00
2024 Disposal Rate - 7/1/24	$84.00

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	H.20
SUBJECT:	Annual Measure R Report for Fiscal Year Ending June 30, 2024

Recommendation for Action: Staff recommends that the City Council approve the Annual Report for Measure R for the Fiscal Year ending June 30, 2024, and direct staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

Staff Contact:
Karie Farnham, Financial Services Manager, (530) 661-5846, Karie.Farnham@cityofwoodland.gov

Fiscal Impact:
This is an informational report, and therefore has no direct fiscal impact. However, the report provides an accounting of the use of $3.8 million in Measure R (1/4 cent sales tax) revenue collected during fiscal year 2023/24.

Background:
In June 2020, the City Council authorized placing re-authorization of a 1/4 cent sales tax measure before the voters for the November 2020 election. Measure R (MSR) was approved with 63.43% of the Woodland vote. Companion advisory measures S, T, U and V were also approved and were intended to guide the City Council in the allocation of the revenues generated by MSR for general city services, programs, and facilities for a period of eight (8) years as follows:

- Measure S, approved by 59.37% of voters, provides that 25% of the additional sales tax received to enhance educational and literacy programs and expand the hours of operation of the library;
- Measure T, approved by 61.67% of voters, provides that 55% of the additional sales tax received to expand and enhance youth and teen programs and facilities, and reduction of fees charged for use of city recreation facilities;
- Measure U, approved by 67.95% of voters, provides that 15% of the additional sales tax received to enhance public safety through expanded crime prevention and community building programs that support opportunities for youth within the community; and
- Measure V, approved by 66.28% of voters, provides that 5% of the additional sales tax received to support a utility rate-payer assistance program for low-income seniors and families.

MSR was approved for an eight (8) year term and will expire on September 30, 2030. Because MSR became effective October 1, 2022, only nine months of MSR revenues and expenditures are reflected in the FY2022/23 reporting as compared to the full FY2023/24 revenues and expenditures.

Discussion:
The goals and objectives of MSR are to expand activities for youth and teens; increase literacy and academic achievement; enhance public safety; provide dedicated funding for the Utility Assistance Program; and to encourage youth engagement through a variety of new programs.

Throughout FY2023/24, programs and services were developed and offered to the community in the following areas:

Youth Programming

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

Library Programming

- Continues increased hours of operations at the Woodland Public Library
- Funds children and teen collections, including current print and electronic materials

Crime Prevention

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

Actual MSR revenues received in FY2023/24 totaled $3.82 million, more than was projected with the approved budget.

The table below shows the planned and actual allocation of MSR for FY2023/24:

MEASURE R - FY2023/24 Year-End Report by Category

	Advisory Measures	Approved Spending Plan	Percent of Spending Plan	Prior Year Expenditures	Actual MSR Expenditures FY23/24	Life to Date Expenditures
Youth Programming	55%	$ 15,228,341	46%	$ 623,640	$ 1,235,615	$ 1,859,255
Library Programming	25%	$ 9,659,452	29%	$ 657,734	$ 815,247	$ 1,472,981
Crime Prevention/Youth-At-Risk	15%	$ 6,005,067	18%	$ 707,640	$ 667,357	$ 1,374,997
Utility Assistance Program	5%	$ 2,062,500	6%	$ 247,800	$ 267,581	$ 515,381
Total		**$ 32,955,360**		**$ 2,236,813**	**$ 2,985,800**	**$ 5,222,613**

Measure R	Amended Budget	FY23/24 Actuals	Variance
Revenues			
Sales Tax Revenues	$ 3,785,200	$ 3,819,138	$ (33,938
Other Revenue	$ 200,000	$ -	$ 200,000
Expenditures			
Utility Assistance	$ 250,000	$ 267,581	$ (17,581
General Recreation	$ 524,351	$ 487,315	$ 37,036
Middle School Programs	$ 232,486	$ 177,673	$ 54,813
Aquatics	$ 345,070	$ 320,123	$ 24,947
Rec-to-Go Program	$ 95,324	$ 92,723	$ 2,601
Summer Camp	$ 189,204	$ 143,598	$ 45,606
Youth Advisory Committee & Academy	$ 5,000	$ 1,170	$ 3,830
At-Risk Youth	$ 279,952	$ 281,740	$ (1,788
Southest Area Pool Operations/Programming	$ -	$ -	$ -
Crime Prevention	$ 742,641	$ 385,617	$ 357,024
GREAT Program (4th/7th Grades)	$ 47,656	$ 13,014	$ 34,642
Library	$ 1,093,695	$ 815,247	$ 278,448
Programming Subtotal	**$ 3,805,378**	**$ 2,985,800**	**$ 819,579**

Of the unspent funds in FY2023/24, $230,336 was carried over for expenditure in FY2024/25. Any fund balances remaining from FY2023/24 will be available for discussion and programming when the annual spending plans are reviewed in the spring.

Below are accomplishments and highlights from FY2023/24 that were made possible because of MSR funding:

YOUTH PROGRAMMING

Youth Sports

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

- $78,732 in youth sports player fees waived
- 2,916 youth players (1,192 baseball players and 1,724 soccer players)
- $10,000 fee waived for Woodland Swim Team for winter surcharge
- $3,371 provided to Woodland Girls Fast Pitch (portable toilets)

Camperships

Measure R includes funding for “camperships” or scholarships for youth participants of income-qualified families. Camperships provide a fee reduction for several programs. During FY2023/24, $28,516 was given in camperships, and the remaining expenditures were attributed to program administration. Camperships were utilized in the following areas:

- Summertime Fun Club - $18,310 for 74 participants
- Summer Teen Pack - $700 for four (4) participants
- Swimming Lessons – $8,640 for 144 participants
- Lifeguard Training - $250 for three (3) participants
- Woodland Wreckers – $340 for four (4) participants
- Youth Basketball League - $276 for six (6) participants

Events
Measure R funds allow for several free activities, events, and enrichment opportunities for youth, teens, and families. Events in FY2023/24 included the Floating Pumpkin Patch, Polar Bear Plunge, Game On!, Dr. Martin Luther King Jr. essay contest, REXPO, Valentine's Day Cookie Decorating, Woodland Writes, You've Been Egged (Egg Hunt delivery), César Chávez Celebration, Movies on Main, the Dive-in Movie, and the Movie in the Park. These events had a combined attendance of over 3,500 people.

Supported Education, Workshops and Trainings
Measure R covers the costs for collaborative ventures in education, workshops, and training for Woodland youth, teens, and college-aged individuals. During FY2023/24, financial support was provided for the UC Davis Educational Opportunity Program, Yolo County Youth Empowerment Summit, and Road Map to the Future.

After School Teen Pack
Measure R provides funding for the After School Teen Pack program held at Douglass and Lee Middle Schools. The program is held on campus Monday-Thursday immediately after school until 5:00 pm. 3,748 students participated during the 2023/24 school year.

Aquatics
Measure R provides funding for summer public swim and helps offset expenses for low-cost swimming lessons. Participants in these two programs during FY2023/24 were as follows:

- Public Swim – 9,324 (July & August 2023)
- Swim Lessons –1,200 (July & August 2023)

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

- Attended 88 park and community events
- Reached over 4,800 community members

Rec Leadership Development
Measure R provides funding for the Rec Leadership Development program, which offers CSD temporary employees professional educational sessions on leadership, professionalism, interviewing skills, planning recreational programs, and job readiness skills. Upon completion of the program participants are awarded a stipend. 23 participants completed the program during the 8-month duration.

Summer at City Hall
Measure R provides funding for the Summer at City Hall program. This free program allows high school students to learn more about local government, become more civically engaged within their community, and receive a small stipend for participation. This program was later reformatted to increase participation. 8 students participated during the three weeks of the program.

Summer Teen Pack
Measure R provides funding for the Summer Teen Pack program. Summer Teen Pack is a program for middle school students held Monday-Fridays from 8 am-5 pm during the summer months. For FY2023/24 there were 22 participants during nine (9) weeks of summer.

Teens Helping Seniors
Measure R provides funding for the Teens Helping Seniors (THS) program. This summer program involves middle and high school students performing chores and tasks for senior citizens within Woodland. Each THS participant earns community service credit during the program.

- 22 participants enrolled; the youth provided 861 hours of community service.
- Served 59 seniors and performed 76 jobs during the summer.

Other general programs
Measure R provides funding for general programs, which includes the Youth Boxing program. The total participants/sign-ins for the general programs were:

- Youth Boxing Club – 523 participants

CRIME PREVENTION
The Crime Prevention Unit continued to expand its efforts during FY2023/24, overseeing the Volunteers in Policing (VIP) program. With 19 active volunteers, the program logged over 2,000 hours, assisting with various tasks such as filing records, vacation home checks, scanning documents, locating graffiti, and supporting community events.

The department participated in National Drug Take Back Day in April and October, collecting hundreds of pounds of prescription and over-the-counter medications to prevent misuse. In April, a new Volunteer Coordinator was hired, working to advance the program and network with other agencies.

Crime Prevention staff also participated in a variety of community and outreach events, including:

- Senior Fair and the reintroduction of the *You Are Not Alone* (YANA) program for seniors in May.
- The Jr. Giants "Play Ball" event in June, helping package athletic gear.
- Health fair promotions, including *National Night Out*, which reached over 50,000 people on social media.
- Planning and participating in a variety of back-to-school events, community fairs, and neighborhood safety initiatives.
- Fill the Trunk collection efforts in November and December, providing toys for over 300 families.
- The *Neighborhood Santa* event, in collaboration with the Woodland Fire Department, creating a memorable experience for the community.

In addition, the Crime Prevention Unit contributed to events such as the Winters Safety Festival, *Movies on Main*, *First Friday*, Farmers Markets, and the *Trunk or Treat* event. Outreach was also increased through social media, including efforts to expand the *Neighborhood Watch* program, with plans to continue these initiatives into FY2024/25.

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

The Woodland Police Department, in partnership with the Woodland Joint Unified School District, offered the Gang Resistance Education and Training (G.R.E.A.T.) Program during the 2023-2024 school year. This evidence-based program is designed to prevent gang involvement, youth violence, and delinquency. For nearly 30 years, G.R.E.A.T. has been a trusted initiative aimed at building relationships between law enforcement and communities, specifically targeting children just before the age when they are most vulnerable to gang activity.

The G.R.E.A.T. Program is taught through a school-based, law enforcement officer-instructed classroom curriculum. In 2023-2024, the Woodland Police Department instructors completed the program with all 4th grade and 7th grade students within the district.

SCHOOL RESOURCE OFFICERS

School Resource Officers (SROs) play a critical role in supporting students, teachers, and the broader school community. During the year, they taught the ALICE (Alert, Lockdown, Inform, Counter, Evacuate) active shooter protocol, with 13 lessons for middle schools and six (6) lessons for elementary schools. In addition, SROs contributed to a variety of community engagement events, such as *Fill the Trunk*, *Christmas Shop with a Cop*, *National Night Out*, *National Shake Out* earthquake drills, and *Red Ribbon Week*.

SROs also worked closely with students as mentors, providing guidance and support for personal development. They were actively involved in the Student Attendance Review Board (SARB) and the School District Safety Committee. Furthermore, SROs referred 13 students to the Yolo Conflict Resolution Center, which provides free conflict resolution services, and assisted with 135 family contacts and 26 resource referrals during the school year.

Throughout the year, SROs participated in the *Administration of Justice* course at Woodland High School, discussing various aspects of law enforcement, including SWAT operations, traffic enforcement, and drone technology. These sessions emphasized decision-making, planning for the future, and promoting the Woodland Police Department's Youth Academy and Explorer program. SROs also conducted sessions on the dangers of vaping, with the sessions being attended by around 40 parents and students.

Additionally, SROs collaborated with the Police Activities League (PAL) program, encouraging students to take part in activities like baseball and art during the summer. They also helped organize the *Fill The Trunk* Drive, benefiting over 300 WJUSD students and their families.
Several stories illustrate the positive impact SROs have had on students:

- An SRO intervened with a sixth-grade student at Zamora Elementary who was reportedly planning to bring a firearm to school. Upon investigation, the report was found to be false, but the SRO discovered the student's difficult home life and connected him with resources for support, helping resolve his behavioral issues.
- At Pioneer High, an SRO developed a strong relationship with a habitually truant student from a troubled home. When the student threatened suicide, the SRO, based on their established rapport, was able to engage with the student and prevent harm, ensuring they received the mental health care they needed.

- A student at Tafoya Elementary, temporarily living in a domestic violence shelter, was given a ride in a police car and taken shopping for clothes with the help of an SRO and a school services coordinator.

Through programs like G.R.E.A.T., proactive work from SROs, and strong community outreach via Crime Prevention initiatives, the Woodland Police Department continues to foster positive relationships with the community. These programs aim to reduce crime, prevent delinquency, and build a safer, more connected community. The department's ongoing efforts in FY2024/25 will focus on further developing these relationships and expanding outreach programs to ensure that all residents feel supported and engaged.

WOODLAND PUBLIC LIBRARY
Measure R supports all Library programming, 50% of the book budget, online resources for our youth and families, and all programming and open hours in Square One, in addition to the following:

- All Children's Programming
- All Teen Programming
- Teen Services Librarian Position
- Children's Library Tech Position
- Square One Librarian Position
- Literacy and Bookmobile Librarian Position
- Square One Staff, program, and supplies
- Additional Library Hours
- Children and teen print and online resources

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

Early Childhood Literacy
The public library is a fun, creative, safe space where parents and caregivers can bring their children to learn and interact with one another and in groups. Early childhood literacy services and programs range across a variety of activities, from reading to singing to playing. Engaging in early childhood literacy activities put children ages 0-5 on a strong path to developing the critical thinking, vocabulary and language, problem-solving, social, physical, and creative skills necessary to succeed later in life. In the past year, 5,680 preschool children and caregivers attended 202 early childhood literacy programs (ages 0-5), which included story times in English and Spanish, STEM and arts programs, and special events.

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

- 12,310 school-age children and their caregivers attended 226 school –age programs, which included coding classes, class visits and tours, Pokemon club, Kids in the Kitchen, Lego club, STEM activities, crafts, tutoring, and special events.

- All first-grade children in Woodland Joint Unified Schools received a “My First Library Card” and a new book through class visits.
- 2,900 teens attended 236 teen programs, which included Teen Advisory Board meetings and workshops, creativity and art programs, and community engagement programs.
- 10,000 Woodland Joint Unified School District (WJUSD) Students have a library card attached to their Student ID number through the Student Success partnership with WJUSD

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

Education and Lifelong Learning - Square One
Square One is a large, free, public library makerspace at the Library. There is equipment and supplies for laser cutting, screen printing, 3D printing, woodworking, vinyl cutting, sewing, electronics, digital media arts, and more. Square One is open 30 hours a week and averages 300 visitors a month. In the past year:

- 307 patrons successfully completed Basic Use and Safety classes.
- 940 new Square One users began working in Square One (doubled from the previous year).
- 30 WJUSD elementary classes took a field trip to Square One to learn about design thinking.
- Square One offered six (6) weeks of Maker Camp in Summer 2023 for children/teens 8-17, focusing on themes such as chemistry, engineering, and robotics.

Civic and Community Engagement
Library staff are embedded in the community through outreach programming; engaging outside the walls of the library at schools, parks, and community events. In the past year, Library staff attended 46 outreach events and engaged with 2,816 community members through outreach. In addition, 1,523 adults attended 89 programs, which included science and education talks, book clubs in English and Spanish, and creative arts programs.

Summer Reading
Summer reading programs are an essential public library service that benefits a range of patrons from children, teens, and adults. Summer reading programs are particularly important for children transitioning from “learning to read” to “reading to learn” education levels. According to a three-year study by the Dominican University’s Graduate School of Library and Information Studies, students who participate in their local library’s summer reading program significantly improve their reading skills. Summer @ the Library is supported by Measure R and the Friends of the Library. This past summer:

- 54,122 minutes read
- 18,937 books read
- 2,578 summer lunches served
- 8,110 people attended 343 Summer @ the Library events and programs
- 28 teens volunteered for 274 hours

UTILITY ASSISTANCE PROGRAM
The City offers a Utility Assistance Program (UAP) that provides a subsidy on the monthly utility bill for income-qualified customers. The program provides for $40 per month for up to twelve months each fiscal year (July through June). To qualify for the program, customers must own their property and participate in either the CARE or FERA program with PG&E. In Fiscal Year 2023/24, UAP

provided assistance to 520 customers, whose households included 1,590 residents.

Conclusion:
Staff recommends that the City Council approve the Annual Report for Measure R for the Fiscal Year ending June 30, 2024, and direct staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

Prepared by: Karie Farnham, Financial Services Manager

Reviewed by: Kim McKinney, Administrative Services Director

Ken Hiatt
City Manager

Attachments:
None

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	H.21
SUBJECT:	Measure F Annual Report for the Fiscal Year Ending June 30, 2024

Recommendation for Action: Staff recommends that the City Council approve the Measure F Annual Report for Fiscal Year ending June 30, 2024, and direct staff to publish the required excerpts from the report in the Daily Democrat and on the City's website.

Staff Contact:
Karie Farnham, Financial Services Manager, (530) 661-5846, Karie.Farnham@cityofwoodland.gov

Fiscal Impact:
This is an informational report, and therefore does not result in any fiscal impact. However, the report provides an accounting of Measure F (1/2 cent sales tax) receipts and expenses for the fiscal year ending June 30, 2024. The Measure F spending plan, which allocates resources to the various categories and projects within Measure F, is reviewed by the City Council annually, in connection with the development of the City's annual budget.

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

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

The initial spending plan was approved by the City Council within the FY2018/19 annual budget on June 19, 2018, which provided an allocation of anticipated MSF revenues in a manner consistent with Council policy direction. The City Council will approve a revised spending plan which is then incorporated into the next fiscal year's annual budget. The City Council adopted a revised MSF spending plan at the May 2, 2023, meeting for incorporation into the FY2023/24 annual budget.

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

Discussion:
The following table includes (1) a summary of approved uses of MSF, as adopted with the FY2023/24 annual budget, and consistent with the annual spending plan, (2) prior years' expenditures, (3) FY2023/24 expenditures, and (4) the life to date expenditures for each identified category. Final revenues from MSF sales tax for FY2023/24 were $9.5 million, which is 124% of the amended budget.

Project/Program Description	Approved Spending Plan Total Budget	Prior Year Expenditures	FY2023/24 Expenditures	Life to Date Expenditures
Parks/Pool	$ 11,039,165	$ 1,278,402	$ 1,399,892	$ 2,678,294
Roads	$ 34,226,298	$ 9,400,360	$ 4,367,755	$ 13,768,115
Public Safety	$ 25,592,581	$ 6,252,038	$ 1,529,524	$ 7,781,562
Economic Development	$ 3,236,432	$ 1,096,243	$ 230,846	$ 1,327,088
Overhead	$ 3,221,066	$ 622,042	$ 194,924	$ 816,966
TOTAL	**$ 77,315,542**	**$ 18,649,086**	**$ 7,722,941**	**$ 26,372,026**

Attachment A to this report provides a historical account of annual revenues received and detailed project expenditures, as well as the planned use of MSF resources over the life of the measure. These revenues and expenditures are forecasted during the development of the annual spending plan, which is revisited and updated each year during the budget development process.

The fund balance for Measure F at the end of FY2023/24 includes amounts previously reserved by the Council for future work at the Sports Park, Parking Lot Rehabilitation Set-Aside, and a Park Projects Reserve. The spending plan for Measure F sets aside money each year to assist the Park Development Fund with payment of annual debt service. In the event that development activity for any fiscal year generates more revenue than expected, reliance on Measure F funds for assistance is decreased and the amounts that had been set aside for debt service assistance will be used for other park related projects within the City. In FY2023/24, development activity generated revenues to cover the majority of the annual debt service payment with the Park Development Fund needing to borrow $206,160 from Measure F; this left $967,936 available for allocation to other citywide projects.

Conclusion:
Staff recommends that the City Council approve the Measure F Annual Report for Fiscal Year ending June 30, 2024, and direct staff to publish the required excerpts from the report in the Daily Democrat and on the City's website.

Prepared by: Karie Farnham, Financial Services Manager

Reviewed by: Kim McKinney, Administrative Services Director

Ken Hiatt
City Manager

Attachments:
1. Attachment A - MSF Detailed Expenses

MEASURE F SPENDING PLAN

Attachment A

	FY2018/19 Actual	FY2019/20 Actual	FY2020/21 Actual	FY2021/22 Actual	FY2022/23 Actual	FY2023/24 Actual	FY2024/25 Amended Budget	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31	Total
										Planned				
Revenues														**Over 12 Years**
MSF Annual Revenue Projection	4,053,546	5,957,637	6,935,312	7,656,557	8,619,040	7,729,577	8,285,544	8,246,600	8,504,100	8,749,800	8,984,000	9,187,290	2,420,809	95,329,812
Other Revenue					389,747	1,728,200	1,350,000							3,467,947
Expenditures														
Parks/Pool														
Park Debt Service	-	-	24,184	151,529	-	206,160	1,169,541	1,164,895	-	-	-	-	-	2,716,309
Clark Field Maintenance	15,000	15,000	15,000	15,000	-	-	-	15,000	15,000	15,000	15,000	15,000	15,000	150,000
Sports Park Turf Replacement (19-19)	-	-	149,966	11,516	-	-	-	-	-	-	-	-	-	161,481
Southeast Area Pool Project (19-18)					-	-								-
Southeast Area Pool Project (19-18)							2,000,000							
Cyclical Tree Pruning Addition														
Hiddleson Park Phase I/II (25-10)							660,000							
Other Park Projects	-	-	-	645,097	236,111	1,193,732	628,830	70,105	1,235,000	1,235,000	1,235,000	1,235,000	297,500	8,011,375
Parks Subtotal	15,000	15,000	189,150	823,141	236,111	1,399,892	4,458,371	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	312,500	11,039,165
Roads														
Measure F - Planning Management (06-06)	19,142	22,351	20,990	50,204	149,927	80,417	50,000	50,000	50,000	50,000	50,000	50,000	12,500	655,533
Curb Gutter Sidewalk				-	50,000	-	75,000	-	-	-	-	-	-	125,000
Annual In-House Road Program Support (06-14)	583,695	536,359	657,872	626,250	1,135,620	1,049,237	1,016,105	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	275,000	11,380,139
Public Wokrs Road Improvements							-							-
West Woodland Safe Routes to School (17-09)	-	-	-	107,000	-	-	-	-	-	-	-	-	-	107,000
West Main St Bicycle/Ped Mobility & Safety Improvements (17-16)	-	1,300,459	709,964	2,140	142	-	-	-	-	-	-	-	-	2,012,705
Gibson Road (West to East Streets; 20-01)	-	-	112,617	38,835	546,758	267,144	-	-	-	-	-	-	-	965,354
Gibson Road - West to CR98 (20-08)				5,965	193,902	230,055								429,922
Local Roadway Safety Plan Project (21-13)			365	9,597	7,257	2,853	3,000							23,073
Matmor Rd & E. Gum Rehab (19-05)				-	-	2,034,510	-							2,034,510
Main Street Feasilbility Project (22-13)				3,284	9,453	58,543								71,279
East and Main Street Signal Project (22-14)					-	460								460
2020 Road Rehabilitation (19-05)				-	-	-	(400,000)	-	-	-	-	-	-	(400,000)
2022 ADA Improvements (22-01)					-	-	-	-	-	-	-	-	-	-
I-5/113 Phase II Project (00-06)					-	-								-
East Main St. Improvement Project (13-05)					-	2,017								2,017
Grant Planning and Application						30,422	25,000	25,000	25,000	25,000	25,000	25,000		
Annual Pavement Maintenance - Summer 2021 (20-02)	-	-	-	1,464,153	-	-	-	-	-	-	-	-	-	1,464,153
Annual Pavement Maintenance - Summer 2022 (22-06)				60,778	924,758	-								985,537
Annual Pavement Maintenance - Summer 2023 (23-01)					50,236	311,594								361,830
Annual Pavement Maintenance - Summer 2024 (24-01)						292,087	1,007,000							1,299,087
Annual Pavement Maintenance - Summer 2025 (25-02)						-	1,500,000	1,200,000						2,700,000
Annual Pavement Maintenance - Summer 2026 (26-01)						-			1,500,000					1,500,000
Beamer Underpass Erosion Control (25-11)							50,000							
First St Public Parking Lot Rehabilitation (24-13)							750,000							
Other Road Projects	285	-	-			8,415		500,000	500,000	2,250,000	2,250,000	2,250,000	750,000	8,508,700
Roads Subtotal	603,122	1,859,169	1,501,809	2,368,207	3,068,054	4,367,755	4,076,105	2,875,000	3,175,000	3,425,000	3,425,000	3,425,000	1,037,500	34,226,298
Public Safety														
Fire Staffing	437,748	515,788	611,338	594,533	610,870	613,646	853,790	896,480	941,304	988,369	1,037,788	1,089,677	1,144,161	10,335,493
Fire AFG Grant Match							-							
Fire Prevention Occupancy Management Software							-							
Fire Admin Relocation (25-09)							250,000							
Fire Station Construction Set-Aside (16-10)							2,000,000							
Pubic Safety Radio Replacement (25-05)							800,000							
Traffic Signal Emergency Vehicle Preemption Installation (24-11)							200,000							
Police Staffing	224,048	577,395	842,656	822,155	1,015,506	915,878	1,333,756	1,400,443	1,470,466	1,543,989	1,621,188	1,702,248	1,787,360	15,257,088
Public Safety Subtotal	661,796	1,093,184	1,453,994	1,416,688	1,626,376	1,529,524	5,437,546	2,296,923	2,411,770	2,532,358	2,658,976	2,791,925	2,931,521	25,592,581
Economic Development														
Economic Development Staffing	235,687	223,060	185,766	177,064	274,666	230,846	267,530	280,906	294,952	309,699	325,184	341,443	89,629	3,236,432
Overhead	20,947	51,465	84,473	310,904	154,253	194,924	295,271	310,035	325,536	341,813	358,904	376,849	395,692	3,221,066
Total Expenditures	1,536,552	3,241,877	3,415,192	5,096,005	5,359,459	7,722,941	14,534,824	7,012,864	7,457,258	7,858,871	8,018,064	8,185,217	4,766,841	84,205,966
Net Revenues/Expenditures	2,516,994	2,715,760	3,520,120	2,560,552	3,649,328	6,636	(4,899,280)	1,233,736	1,046,842	890,929	965,936	1,002,073	(2,346,032)	12,863,594
Reserve Set Aside	125,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,325,000
														-
Parks Projects Reserve		1,191,439	1,013,082	374,798	(1,275,000)		(775,000)							529,318
														-
Parking Lot Rehabilitation Set-Aside (Hotel Woodland)				575,000			(575,000)							-
														-
Sports Park Reserve		500,000												500,000
Fund Balance	2,391,994	3,316,315	5,723,353	7,234,108	12,058,435	11,965,072	8,315,791	9,449,527	10,396,369	11,187,299	12,053,235	12,955,308	10,509,275	10,509,275

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 17, 2024
ITEM #: H.22
SUBJECT: Revision to Council Committee Assignments

Recommendation for Action: Staff recommends that the City Council amend the attached City Council Assignments for 2025.

Staff Contact:
Sarah Lansburgh, CMC, City Clerk, (530) 661-5806, sarah.lansburgh@cityofwoodland.gov

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

The attached updated City Council assignments will take effect January 1st and remain, unless amended by Council, or until reviewed after the certification of the November 2026 elections.

Ken Hiatt
City Manager

Attachments:
1. Council Assignments 2025 Draft

CITY OF WOODLAND

CITY COUNCIL APPOINTMENTS - 2025

DRAFT 12/17/2024

INTER-JURISDICTIONAL BODIES	LANSBURGH (1)	STALLARD (2)	GARCIA-CADENA (3)	MORENO (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
LOCAL AGENCY FORMATION COMMISSION (LAFCO) [1]			A			4th Thursday	9:00 a.m.	LAFCO Board Alternate 2024-2026 followed by 4 years as Regular Member. City appointments to LAFCO ratified by Selection Committee comprised of Yolo Mayors.
SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG)			A		P	3rd Thursday	9:00 a.m.	Legislative coordination and information provision of areas of interest to Cities in the region.
YOLO COUNTY TRANSPORTATION DISTRICT (YCTD)				A	P	2nd Monday	7:00 p.m.	Established in 1998 by State legislation. Adminsters countywide transit (YOLOBUS) system and related planning services.
YOLO COUNTY HOUSING AUTHORITY [2]	P		A			4th Wednesday	3:00 p.m.	
YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT (YSAQMD)		P			A	2nd Wednesday	9:00 a.m.	Bi-county regional air quality district with County and City representatives.
WATER RESOURCES ASSOCIATION (WRA) / YOLO SUB-BASIN GROUNDWATER AGENCY (JPA)				A	P	5 x per yr as needed on Monday	3:00 p.m.	Discusses countywide water availability, quality and transfer issues; representatives from Cities, County, Water Agencies and other interested organizations. Groundwater Management Agency JPA.
WOODLAND/DAVIS CLEAN WATER AGENCY (JPA)		P		P		3rd Thursday Quarterly	3:00 p.m.	
SAC / YOLO VECTOR CONTROL AND MOSQUITO ABATEMENT DISTRICT			P	A		3rd Tuedsay	10:00 a.m.	Appointed by City Council to serve 4-year term through 2024.
YOLO COUNTY NATURAL COMMUNITIES CONSERVATION PLAN (JPA)				P	A	3rd Monday	5:30 p.m.	Joint Powers Board charged with preparation and implementation of a Natural Communities Conservation Plan to preserve habitat and open space.
YOLO ANIMAL SERVICES PLANNING AGENCY	P				A	Monthly (date varies) until Plan is approved.	varies	JPA established to develop a Strategic Plan for providing animal services countywide.
VALLEY CLEAN ENERGY ALLIANCE (JPA) BOARD		P	P		A	2nd Thursday	5:30 p.m.	Joint Powers Board charged with oversight of VCEA, Community Choice Aggregation program. Yolo County, Davis, Woodland.

LIAISON APPOINTMENTS	LANSBURGH (1)	STALLARD (2)	GARCIA-CADENA (3)	MORENO (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
YOLO COUNTY 2X2	P	P				1st Wednesday	11:00 a.m.	Discusses issues of mutual interest and keeps regular dialog.
COLLABORATIVE FOR WOODLAND YOUTH - WJUSD/YCOE/WCC 3X2X2			P	P		2nd Wednesday	8:00 a.m.	Discusses issues of mutual interest with School Board and City Council Representatives.
CHAMBER OF COMMERCE 2X2			P	P		1st Friday Bi-Monthly	8:30 a.m.	Discusses issues of mutual interest and maintains regular dialog.
LIBRARY 2X2			P			On-call		
WOODLAND REC FOUNDATION 501(c)3	***Skip Davies - Community Member***					4th Tuesday	5:30 p.m.	Non-Profit Board
LEAGUE OF CALIFORNIA CITIES - VOTING DELEGATE [3]	Appointed annually prior to Annual Conference					League of Cities / Annual Conference		Beginning 1/1995, this is a League of California Cities program for regular communication between Cities and their State legislative representatives.

STANDING COMMITTEES	LANSBURGH (1)	STALLARD (2)	GARCIA-CADENA (3)	MORENO (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
ECONOMIC DEVELOPMENT SUB-COMMITTEE		P			P	On-call		Meets to review new business activity and buisiness retention, recruitment, and expansion programs.
INFRASTRUCTURE SUB-COMMITTEE		P		P		On-call		Meets to review capital plans and facilities and related subdivision infrastructure needs.
PUBLIC SAFETY SUB-COMMITTEE	P			P		On-call		Meets to review public safety strategic plans and public safety matters.
HOMELESS SUB-COMMITTEE	P		P			On-call		Meets to review strategies and efforts to manage issues surrounding homelessness.
AD HOC Sub-Committee								
COMMISSION APPOINTMENTS	Rotating					On-Call		Annual Recruitment March thru June
DEI SUB-COMMITTEE				P	P	On-call		Develop and track Equity Action Plan activity.

P Primary Designee assigned to represent the City

A ALTERNATE Designee - fill-in when Primary not available

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	December 17, 2024
ITEM #:	H.23
SUBJECT:	City Council Meeting Schedule for 2025

Recommendation for Action: Staff recommends that the City Council approve its meeting schedule for 2025.

Staff Contact:
Sarah Lansburgh, CMC, City Clerk (530) 661-5806, sarah.lansburgh@cityofwoodland.gov

Background:
The City's Municipal Code provides that the City Council shall hold its regular meetings on the 1st and 3rd Tuesdays of each month. However, over the course of the calendar year, these dates occasionally conflict with holidays, winter and summer recess, and other dates such as out-of-town meetings or conferences.

By adopting an annual meeting calendar, the City avoids the need to adjust dates as conflicts arise, and allow for the City Council and staff to plan in advance for workflow, vacations, conferences and other activities to minimize conflicts with the City Council meeting schedule.

In addition, the meeting calendar provides the ability for the Council to schedule one or more Special Meetings or Study Sessions, as needed. Special Meetings, which are generally restricted to a single subject, are useful when an urgent Council action is needed prior to the next scheduled Regular Meeting. Study sessions are intended to provide the City Council with the opportunity to focus time and attention on a specific topic (or related topics) in a manner and setting that is impractical in the course of a Regular City Council meeting agenda.

Discussion:
As established by the city's municipal code, the Council's regular meetings are to be held on the 1st and 3rd Tuesday of every month. For 2025, the attached proposed calendar would retain this schedule, with the following possible modifications:

January 2025 - post 2024 Winter Recess
The 1st Tuesday of January falls on January 7th, shortly after returning from the Winter Recess.
Cancel the January 7 meeting and hold the next Regular Meeting on January 21.

CAP TO CAP - May 3-7, 2025
Cap to Cap falls on May 6th, the first Tuesday of May.
Cancel the May 6 meeting and hold a Special Meeting on May 13.

Summer Recess - July 16 through August 18, 2025
Cancel the August 5 meeting and hold the next Regular Meeting on August 19.

Winter Recess - December 26, 2025, through January 1, 2026
Retains 1st and 3rd Tuesday meetings in December.

Study Session(s) / Joint Meeting(s)

Council Retreat / Goal Setting - Tentatively scheduled for either February 15th or 22nd. The final confirmation of the date will be determined in January.
Additional study sessions are scheduled as needed.

Conclusion:
Staff recommends that the City Council approve its meeting schedule for 2025.

Prepared by: Sarah Lansburgh, CMC, City Clerk

Ken Hiatt
City Manager

Attachments:
1. 2025 Council Schedule Draft

Council Schedule
2025

January

S	M	T	W	T	F	S
			~~1~~	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	~~20~~	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	~~17~~	18	19	20	21	22
23	24	25	26	27	28	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	~~26~~	27	28	29	30	31

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	~~4~~	5
6	7	8	9	10	11	12
16	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
	~~1~~	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	~~11~~	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	~~27~~	~~28~~	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	~~25~~	26	27
28	29	30	31			

City Council Meeting (Regular)

City Council Meeting (Special)

Council Study Session (TBD)

Holiday

Cap to Cap (May 3 - 7)

Summer Recess (Jul 16 - Aug 18)

CalCities Annual Conference (Oct 16 - 18)

Winter Recess (Dec 26 - Jan 1)

Updated: 3/17/23