



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

April 15, 2025
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 Acknowledgment Statement - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.

D. COMMUNICATIONS - PUBLIC COMMENT

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: Proclamation Declaring April 2025 as Parkinson's Awareness Month

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt a Proclamation declaring April 2025 as Parkinson's Awareness Month.

4. SUBJECT: Proclamation Declaring April 20–26, 2025 as "National Volunteer Week"

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt a Proclamation declaring April 20 – 26, 2025 as National Volunteer Week. The City encourages all residents to recognize and thank the volunteers who improve our community.

5. SUBJECT: Proclamation Declaring April 13 – 19, 2025 as "National Public Safety Telecommunications Week"

RECOMMENDATION FOR ACTION: Staff recommends the City Council declare April 13 – 19, 2025 as "National Public Safety Telecommunications Week" and recognize the Yolo Emergency Communications Agency (YECA) for its outstanding service to the residents of Woodland and all of Yolo County.

6. SUBJECT: Parks and Recreation Commission Meeting Minutes for January and February 2025

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive the January 27, 2025 and February 24, 2025 Parks and Recreation Commission Meeting Minutes.

7. SUBJECT: Approval of the Salary Schedule Effective April 1, 2025

RECOMMENDATION FOR ACTION: Staff recommends the City Council approve the City of Woodland Salary Schedule effective April 1, 2025.

8. SUBJECT: Job Description Updates - Maintenance Worker Series, Utilities Maintenance Worker Series and Library Positions

RECOMMENDATION FOR ACTION: Staff recommends the City Council approve updated job descriptions for the Maintenance Worker Series, Utilities Maintenance Worker Series, Library Associate I/II and Circulation Supervisor.

9. SUBJECT: Approval of an Employment Agreement for a Retired Annuitant and Exception to the CalPERS 180-Day Wait Period

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, approving an employment agreement and exception to the CalPERS 180-Day wait period for retired annuitant John Perez.

10. SUBJECT: 2023 Homeland Security Grant Award Appropriation

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$35,095 to Fund 330 (Other Federal Grants) for the purchase of the awarded Hazmat Equipment and Automated Gate at Fire Station #3.

11. SUBJECT: Approve a Memorandum of Understanding Regarding the Sacramento Area Council of Governments State Transportation Improvement Program Regional Set-Aside Funding

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Memorandum of Understanding regarding the Sacramento Area Council of Governments State Transportation Improvement Program Regional Set-Aside Funding.

12. SUBJECT: Approve a Design Agreement with Laugenour and Meikle, Inc., for the 2026 Water & Sewer Replacement Project, CIP 25-01

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, to authorize the City Manager to execute a consultant agreement with Laugenour & Meikle, Inc., in the amount of \$236,320 for design of the 2026 Water & Sewer Replacement Project, CIP 25-01 and authorize a contingency of up to 10% (\$23,632).

13. SUBJECT: Approve the Plans, Specifications, and Bid Authorization for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Approving the Project plans and specifications; and 2) Authorizing the bid advertisement for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12.

14. SUBJECT: Approve the Plans, Specifications, and Bid Authorization for WPCF Pond #9 Biosolids Drying and Removal Project, CIP #26-03

Recommendation for Action: Staff recommends the City Council approve Resolution No. _____, to 1) Create a new capital project, WPCF Pond #9 Biosolids Drying and Removal Project, CIP 26-03; 2) Approve the plans and specifications; and 3) Authorize bid advertisement.

15. SUBJECT: Final Acceptance and Notice of Completion for County Road 25A (Parkland Ave. to Miekle Ave.) Improvement Project, CIP 24-05

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, to 1) Accept the CR25A (Parkland Ave. to Miekle Ave.) Improvement Project, CIP 24-05, construction contract as complete and authorize the City Clerk to file a Notice of Completion; and 2) Approve a consultant services contract amendment for design and construction assistance with Cunningham Engineering in the amount of \$2,000 for a total agreement amount of \$168,100 and authorize the City Manager to execute the amendment.

G. REPORTS OF THE CITY MANAGER

16. SUBJECT: Approve a new Solid Waste Franchise Agreement with USA Waste of California, Inc. (DBA Waste Management of Woodland) for Solid Waste, Recyclables, Organic Waste, and Street Sweeping Services

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, approving the Solid Waste Franchise Agreement with USA Waste of California, Inc. (DBA Waste Management of Woodland) for Solid Waste, Recyclables, Organic Waste, and Street Sweeping Services.

17. SUBJECT: Approval of a Professional Services Contract for Utility Rate Studies with HDR Engineering, Inc.

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, approving the contract with HDR Engineering, Inc. for preparation of rate studies for the Water, Wastewater and Stormwater systems, authorizing the City Manager to execute the agreement, and appropriating \$60,000 in the Water Fund (Fund 2210), \$54,000 in the Sewer Fund (Fund 2220) and \$50,000 in the Storm Drain Fund (Fund 2221).

18. SUBJECT: Accept a Petition to Prepare a General Plan Amendment and Approve a Professional Services Agreement with AECOM for Associated Environmental Review

RECOMMENDATION FOR ACTION: Staff recommends the City Council:

- 1) Adopt Resolution No. _____, accepting the petition from Clark Pacific Structural, LLC and Bayer Research and Development (PLNG 24-00040), for the preparation of a General Plan amendment; directing staff to undertake evaluations and provide subsequent recommendations regarding: 1) an amendment to the City's General Plan Policy 2.A.1 pertaining to the Urban Limit Line; and 2) the placement of a proposed amendment to the Woodland Urban Limit Line Initiative (Measure A) on the November 2026 ballot; and, authorizing the City Manager to execute an Agreement for Fund Advancement with the project applicants, outlining specific payment terms for processing of this application; and
- 2) Adopt Resolution No. _____, approving a contract agreement with AECOM in the amount of \$119,203 for the preparation of the associated environmental review, and authorizing the City Manager to execute the agreement and amendments, as necessary, up to twenty percent (20%) of the agreement amount.

19. SUBJECT: Approval of a Disposition Development and Loan Agreement for 310 West Main Street Affordable Housing Project Phase II (Vista Del Robles Apartments Phase II)

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

- 1) Approving an appropriation of \$1,700,000 from the Affordable Housing Assistance Trust Fund (1326) and authorizing the Finance Officer to amend the Fiscal Year 2025 budget as necessary;
- 2) Authorizing the City to enter into a Disposition, Development, and Loan Agreement (DDLA) with Chelsea Investment Corporation ("Chelsea");
- 3) Approving a fifty-five year residual receipts deferred loan in the amount of \$1,700,000 with three percent (3%) simple interest for Chelsea's 96-unit multifamily affordable rental project at 310 West Main Street;
- 4) Approving a seller carryback loan with the aforementioned terms for the transfer of property site control from the City to Chelsea at the 2.6-acre portion

of city-owned land at 310 West Main Street;

5) Authorizing the City to enter into a regulatory agreement and declaration of restrictive covenants with Chelsea for the 310 West Main Street project to ensure the affordability of the project for a term of not less than 55 years; and
6) Authorizing the City Manager to execute the Disposition, Development, and Loan Agreement (DDLA), promissory note, regulatory agreement, and deed of trust in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to make the City loan and ensure the affordability of the project.

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

RECOMMENDATION FOR ACTION: Staff recommends the City Council introduce and waive the first reading of the ordinance revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

21. SUBJECT: City Council Priority Goals & Strategic Plan Update

RECOMMENDATION FOR ACTION: Staff recommends the City Council review and accept its updated Priority Goals and Strategic Plan.

H. 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 April 15, 2025, was posted on April 11, 2025 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Jennifer Robinson
Deputy City Clerk

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

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: D.1
SUBJECT: General Public Comments

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Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
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.

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

CITY COUNCIL LONG RANGE CALENDAR

May 13th

SPECIAL MEETING

Proclamation – Public Works Appreciation Week, May 18 – May 24, 2025
Proclamation – National Police Week, May 11 – May 17, 2025
Quarter 1 and Quarter 2 Investment Report
FY 26 Proposed Capital Improvement Plan Budget

May 20th

REGULAR MEETING

Introduction and Waiver of First Reading Repealing Chapter 2.04, Article of the Woodland Municipal Code and Adoption of a City Council Handbook
Adoption and Waiver of Second Reading to Update the Fireworks Ordinance
Revised Utility Shut-Off Fee – Public Hearing
Military Equipment Use Annual Report
SB684/1123 By-right Small Subdivisions in MF/SF Zones*
Annual Housing Report
Measures R and F Spending Plans

June 3rd

REGULAR MEETING

Woodland Soccer Club Agreement
Yolano Donnelly Redevelopment – YCH Funding Agreement
FY 26 Budget Introduction

June 3th

REGULAR MEETING

FY 26 Budget Adoption

Future Topics / Study Sessions:

Sewer Rate Study Presentation (TBD) Water Rate Study Presentation (TBD) Woodland Transit Center (TBD) Woodland Tennis Club Agreement (TBD)

Updated 4/11/2025



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.3
SUBJECT: Proclamation Declaring April 2025 as Parkinson's Awareness Month

Recommendation for Action: Staff recommends the City Council adopt a Proclamation declaring April 2025 as Parkinson's Awareness Month.

Staff Contact:

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

Discussion:

The Woodland Parkinson's Support Group is requesting that the City Council consider adopting a proclamation recognizing April 2025 as Parkinson's Awareness Month to encourage all residents to take this opportunity to learn more about Parkinson's disease, support those affected, and promote awareness efforts within the community.

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

Ken Hiatt
City Manager

Attachments:

1. Proclamation - Parkinsons Awareness Month



**PROCLAMATION
DECLARING APRIL 2025 AS
“PARKINSON’S AWARENESS MONTH”**

WHEREAS, Parkinson’s disease is a chronic, progressive neurological disease and is the second most common neurodegenerative disease in the United States. Parkinson’s disease is estimated to affect approximately one million people in the United States and the prevalence will rise to 1.2 million by 2030; and

WHEREAS, Parkinson's disease is the 14th leading cause of death in the U.S., with an estimated economic burden of at least \$52 billion annually, covering direct and indirect costs such as treatment, social security payments, and lost income for patients and their families; and

WHEREAS, research suggests the cause of Parkinson’s disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and

WHEREAS, the symptoms of Parkinson’s disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and

WHEREAS, volunteers, researchers, caregivers, and medical professionals are dedicated to improving the quality of life for individuals with Parkinson’s disease and their families. Increased research, education, and community support, like those offered by the Parkinson’s Foundation, are essential for finding better treatments and ensuring access to quality care for those affected by the disease.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland does hereby declare the month of April 2025 to be “Parkinson’s Awareness Month” and encourages all residents to take this opportunity to learn more about Parkinson’s disease, support those affected, and promote awareness efforts within our community.

Date: April 15, 2025

Rich Lansburgh, Mayor

Tom Stallard, Mayor Pro Tempore
David Moreno, Council Member

Tania Garcia-Cadena, Council Member
Mayra Vega, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.4
SUBJECT: Proclamation Declaring April 20–26, 2025 as
"National Volunteer Week"

Recommendation for Action: Staff recommends the City Council adopt a Proclamation declaring April 20 – 26, 2025 as National Volunteer Week.

Staff Contact:

Dominique Bonino, Chief's Assistant, (530) 661-7865, dominique.bonino@cityofwoodland.gov

Discussion:

The City encourages all residents to recognize and thank the volunteers who improve our community.



Ken Hiatt
City Manager

Attachments:

1. Proclamation - National Volunteer Week



**PROCLAMATION
DECLARING APRIL 20 – 26, 2025 AS
“NATIONAL VOLUNTEER WEEK”
WITH SPECIAL RECOGNITION TO POLICE SERVICES VOLUNTEERS**

WHEREAS, National Volunteer Week was established in 1974 with a presidential executive order, and has continued with every sitting U.S. president issuing a proclamation each year urging Americans to give their time to community outreach organizations; and

WHEREAS, volunteers dedicate their time and talents to a wide range of activities, from supporting local organizations to assisting neighbors in need; and

WHEREAS, the spirit of volunteerism fosters a sense of civic pride, strengthens community bonds, and promotes a more inclusive and compassionate society; and

WHEREAS, the City of Woodland is committed to supporting and recognizing the efforts of its dedicated volunteers in different organizations throughout the community; and

WHEREAS, the Volunteer In Policing Program provides volunteer support staff to aid sworn and professional personnel in effectively delivering services to the community. Volunteers supplement existing Police Department services, freeing paid employees to perform their necessary duties; and

WHEREAS, the Woodland Police Department’s Volunteers In Policing Program are a valued team of trained citizen volunteers who have been assisting the Woodland Police Department since 2006; and

WHEREAS, in 2024, Volunteers in Police Services donated a total of 2,195 hours of service, assisting in community outreach events, department support, car washes, vehicle abatement, graffiti abatement, neighborhood watch meetings, National Night Out, and conducting vacation home checks; and

WHEREAS, the City of Woodland recognizes the invaluable contributions of Volunteers in Policing to the strength, dedication, and well-being of our community.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Woodland does hereby declare April 20 – 26, 2025 as National Volunteer Week. The City encourages all residents to recognize and thank the volunteers who improve our community.

Date: April 15, 2025

Rich Lansburgh, Mayor

Tom Stallard, Mayor Pro Tempore
David Moreno, Council Member

Tania Garcia-Cadena, Council Member
Mayra Vega, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.5
SUBJECT: Proclamation Declaring April 13 – 19, 2025 as
"National Public Safety Telecommunications Week"

Recommendation for Action: Staff recommends the City Council declare April 13 – 19, 2025 as "National Public Safety Telecommunications Week" and recognize the Yolo Emergency Communications Agency (YECA) for its outstanding service to the residents of Woodland and all of Yolo County.

Staff Contact:

Dominique Bonino, Chief's Assistant, (530) 661-7865, dominique.bonino@cityofwoodland.gov

Discussion:

City staff recognize the Yolo Emergency Communications Agency (YECA) for its outstanding service to the residents of Woodland and all of Yolo County, and extend its appreciation to all YECA staff for their dedication, professionalism, and service to our community.

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

Ken Hiatt
City Manager

Attachments:

1. Proclamation - National Public Safety Telecommunications Week



**PROCLAMATION DECLARING APRIL 13 – 19, 2025 AS
“NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK”
HONORING THE YOLO EMERGENCY COMMUNICATIONS AGENCY (YECA)**

WHEREAS, National Public Safety Telecommunications Week is recognized from April 13 – 19, 2025; and

WHEREAS, public safety communications professionals are the vital link between our residents and emergency services, serving with dedication, professionalism, and compassion; and

WHEREAS, The Yolo Emergency Communications Agency (YECA) has provided exceptional emergency dispatch and communications services to the residents and public safety agencies of Yolo County since its establishment in 1988; and

WHEREAS, YECA serves as the primary Public Safety Answering Point (PSAP) for Yolo County, providing critical dispatch services to multiple public safety agencies, including the Woodland Police Department, Woodland Fire Department, West Sacramento Police Department, West Sacramento Fire Department, Winters Police Department, Winters Fire Department, Yocha Dehe Fire Department, and Yolo County Sheriff's Office, ensuring that help is dispatched swiftly and efficiently in times of emergency; and

WHEREAS, the dedicated professionals at YECA respond to thousands of 9-1-1 and non-emergency calls each year with calm under pressure, accuracy in response, and an unwavering commitment to the safety and well-being of the public and first responders alike; and

WHEREAS, the City of Woodland is especially proud of its partnership with YECA, whose work enhances public safety and saves lives in our community every day; and

WHEREAS, in recognition of the critical role that YECA plays in our regional emergency response system, and in celebration of National Public Safety Telecommunicators Week, we wish to express our deepest gratitude and appreciation.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Woodland does hereby declare April 13 – 19, 2025 as “National Public Safety Telecommunications Week” and commend the Yolo Emergency Communications Agency for its outstanding service to the residents of Woodland and all of Yolo County and extends its appreciation to all YECA staff for their dedication, professionalism, and service to our community.

Date: April 15, 2025

Rich Lansburgh, Mayor

Tom Stallard, Mayor Pro Tempore
David Moreno, Council Member

Tania Garcia-Cadena, Council Member
Mayra Vega, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.6
SUBJECT: Parks and Recreation Commission Meeting Minutes
for January and February 24, 2025

Recommendation for Action: Staff recommends the City Council receive the January 27, 2025 and February 24, 2025 Parks and Recreation Commission Meeting Minutes.

Staff Contact:

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

Discussion:

The minutes from the January 27, 2025 and February 24, 2025 Parks & Recreation Commission Meetings were approved at the last meeting on March 24, 2025.

Conclusion:

Staff recommends the City Council receive the January 27, 2025 and February 24, 2025 Parks and Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Ferrara, Community Services Director

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

Ken Hiatt
City Manager

Attachments:

1. Parks and Recreation Commission Minutes January 27, 2025
2. Parks and Recreation Commission Minutes February 25, 2025

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission Meeting –

Monday, January 27, 2025

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:30 pm.

B. ROLL CALL

Parks and Recreation Commissioners Present: Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi

Absent: Chair Henry Murrieta

Excused: Commissioner Carla White-Snyder

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. SUBJECT: Approve Parks & Recreation Commission Meeting Minutes for November 25, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission approve the meeting minutes from the November 25, 2024 meeting.

On a motion by Commissioner Jon-Paul Valcarenghi, seconded by Commissioner Magalean Martin and carried on a 3-0 vote, the Parks & Recreation Commissioners approved the Parks & Recreation Commission Meeting Minutes for November 25, 2024.

Ayes: Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi

Noes: None

Absent: Chair Henry Murrieta

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 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 WoodlandCSD@cityofwoodland.org. Written Comments received at least two (2) hours prior to 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 but 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.

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.

Vice Chair Kirchgessner expressed interest in working better with Woodland Joint Unified School District for potential opportunities for usage of facility usage and increased promotion. The Department Evaluation and Program subcommittee will work with staff to address.

G. BUSINESS ITEMS

2. Standing Committee Report

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

No updates were provided by the committees.

3. Approve Commissioner Absence Request

4. SUBJECT: Landmark Tree Nominations at Woodland Cemetery and Specimen Tree Nominations at Campbell Park

RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission recommend 1) landmark tree designations of canary island palms at Woodland Cemetery, 2) specimen tree designations of a grove of Italian stone pines at Campbell Park, and 3) specimen tree designations of a grove of bald cypress at Campbell Park to the Woodland City Council for formal designation.

On a motion by Vice Chair Adam Kirchgessner, seconded by Commissioner Magalean Martin and carried unanimously on a roll call vote, the Parks & Recreation Commission approved the Landmark Tree Nominations at Woodland Cemetery and Specimen Tree Nominations at Campbell Park.

Ayes: Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi

Noes: None

Absent: Chair Henry Murrieta

H. REPORT OF THE STAFF

Recreation staff members Eric Buechler, Recreation Supervisor, and Vanessa Guerrero, Recreation Coordinator, provided program updates to the Commission.

5. SUBJECT: Community Services Department Staff Report for January 27, 2025

RECOMMENDATION FOR ACTION: The Parks & Recreation Commission receive the CSD staff reports for January 27, 2025

Verbal updates provided by Staff.

6. SUBJECT: Community Services Department Quarterly Status Report for the Second Quarter FY25

RECOMMENDATION FOR ACTION: Staff recommends that the Parks and

Recreation Commission receive the Community Services Department Quarterly Status Report for the Second Quarter of FY25.

Verbal updates provided by Staff.

I. NEXT MEETING

7. The next meeting of the Parks & Recreation Commission is scheduled for February 24, 2025.

J. ADJOURN

On a motion by Commissioner Magalean Martin, seconded by Commissioner Jon-Paul Valcarenghi and carried unanimously on a roll call vote, the Parks & Recreation Commission adjourned the meeting at 6:59 pm.

Ayes: Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi

Noes: None

Absent: Chair Henry Murrieta

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission Meeting –

Monday, February 24, 2025

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:31 pm.

B. ROLL CALL

Council Members Present: Chair Henry Murrieta, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Absent: Vice Chair Adam Kirchgessner

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. SUBJECT: Approve Parks & Recreation Commission Meeting Minutes for January 27, 2025

RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission approve the meeting minutes from the January 27, 2025 meeting.

On a motion by Commissioner Jon-Paul Valcarenghi, seconded by Commissioner Magalean Martin and carried on a 4-0 vote, Parks & Recreation Commissioners approved the Parks & Recreation Commission Meeting Minutes for January 27, 2025.

Ayes: Chair Henry Murrieta, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Absent: Vice Chair Adam Kirchgessner

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 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 WoodlandCSD@cityofwoodland.gov. Written Comments received at least two (2) hours prior to 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 but 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.

F. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

Staff provided information about Arbor Day activities on both 3/10 and 3/15.

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. PRESENTATION

Carol Rose from the Jr. Tennis Fund Sacramento presented \$1,680 to the Community Services Department. This was the CSD's 9th application. Marshall Echols thanked JTFS and elaborated that CSD has tried several different programs, camps, weekly classes, and summer camps to best use the funds from the Jr. Tennis Fund Sacramento.

2. Presentation of the grant from Junior Tennis Fund of Sacramento to Community Services Department

H. BUSINESS ITEMS

3. Standing Committee Report

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

No updates from the committees were provided.

4. Approve Commissioner Absence Request

On a motion by Commissioner Magalean Martin, seconded by Commissioner Jon-Paul Valcarenghi and carried unanimously on a roll call vote, Parks & Recreation Commissioners approved Commissioner White-Snyder's absence request for April 28, 2025.

Ayes: None

Noes: None

Absent: Vice Chair Adam Kirchgessner

I. REPORT OF THE STAFF

Updates were provided by CSD staff members Dallas Tringali, Jordan Holmes, and Brad Petersen.

5. SUBJECT: Community Services Department Staff report for February 24, 2025

RECOMMENDATION FOR ACTION: The Parks & Recreation Commission will receive the CSD staff reports for February 24, 2025

Verbal updates about the staff report were provided by staff.

J. NEXT MEETING

6. The next meeting of the Parks & Recreation Commission is scheduled for March 24, 2025.

K. 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 7:05 pm.

Ayes: None
Noes: None
Absent: Vice Chair Adam Kirchgessner



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.7
SUBJECT: Approval of the Salary Schedule Effective April 1, 2025

Recommendation for Action: Staff recommends the City Council approve the City of Woodland Salary Schedule effective April 1, 2025.

Staff Contact:

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

Fiscal Impact:

The action to approve the salary schedule has no direct fiscal impact.

Background:

The California Public Employees' Retirement System (CalPERS) requires that the City Council adopt and approve the salary schedule on a quarterly basis, and this staff report serves to meet the CalPERS requirements for the quarter effective April 1, 2025.

Discussion:

CalPERS requires that the salary schedule be reviewed and updated by City Council action on a quarterly basis. No changes have been made to the salary schedule since the previous adoption in January 2025.

Conclusion:

Staff recommends the City Council approve the City of Woodland Salary Schedule effective April 1, 2025.

Prepared By: Sheila McShane, Human Resources Manager

Reviewed by: Kim McKinney, Director of Administrative Services

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

Ken Hiatt
City Manager

Attachments:

1. Salary Schedule April 2025



CITY OF WOODLAND - SALARY SCHEDULE

Effective April 1, 2025

REGULAR FULL-TIME EMPLOYEES - BIWEEKLY/MONTHLY SALARY

CLASSIFICATION	GRADE	GROUP	Period	1	2	3	4	5	6	7	8
ACCOUNTANT I	M116	MMPA	Bi-Weekly	\$2,637.02	\$2,768.87	\$2,907.32	\$3,052.68	\$3,205.31	\$3,365.57	-	-
			Monthly	\$5,713.54	\$5,999.22	\$6,299.19	\$6,614.13	\$6,944.84	\$7,292.07	-	-
ACCOUNTANT II	M120	MMPA	Bi-Weekly	\$2,910.78	\$3,056.31	\$3,209.12	\$3,369.59	\$3,538.08	\$3,714.96	-	-
			Monthly	\$6,306.70	\$6,622.00	\$6,953.10	\$7,300.78	\$7,665.83	\$8,049.09	-	-
ACCOUNTING TECHNICIAN	G45	WCEA	Bi-Weekly	\$2,272.22	\$2,385.82	\$2,505.11	\$2,630.37	\$2,761.90	\$2,899.98	-	-
			Monthly	\$4,923.14	\$5,169.27	\$5,427.74	\$5,699.15	\$5,984.12	\$6,283.29	-	-
ADMIN SERVICES DIRECTOR	116	MGMT	Bi-Weekly	\$6,228.23	-	-	-	\$7,996.15	-	-	-
			Monthly	\$13,494.50	-	-	-	\$17,325.00	-	-	-
ADMINISTRATIVE CLERK I	G28	WCEA	Bi-Weekly	\$1,493.28	\$1,567.96	\$1,646.35	\$1,728.66	\$1,815.11	\$1,905.86	-	-
			Monthly	\$3,235.44	\$3,397.25	\$3,567.10	\$3,745.43	\$3,932.73	\$4,129.35	-	-
ADMINISTRATIVE CLERK II	G32	WCEA	Bi-Weekly	\$1,648.31	\$1,730.73	\$1,817.25	\$1,908.12	\$2,003.53	\$2,103.70	-	-
			Monthly	\$3,571.34	\$3,749.91	\$3,937.38	\$4,134.27	\$4,340.98	\$4,558.01	-	-
ADMINISTRATIVE CLERK III	G36	WCEA	Bi-Weekly	\$1,819.42	\$1,910.41	\$2,005.92	\$2,106.22	\$2,211.54	\$2,322.10	-	-
			Monthly	\$3,942.07	\$4,139.22	\$4,346.16	\$4,563.48	\$4,791.66	\$5,031.23	-	-
ADMINISTRATIVE SECRETARY	G42	WCEA	Bi-Weekly	\$2,109.97	\$2,215.48	\$2,326.24	\$2,442.56	\$2,564.69	\$2,692.92	-	-
			Monthly	\$4,571.60	\$4,800.21	\$5,040.19	\$5,292.21	\$5,556.83	\$5,834.66	-	-
ADMINISTRATIVE SUPERVISOR	G47	WCEA	Bi-Weekly	\$2,387.25	\$2,506.60	\$2,631.93	\$2,763.52	\$2,901.71	\$3,046.79	-	-
			Monthly	\$5,172.37	\$5,430.97	\$5,702.52	\$5,987.63	\$6,287.03	\$6,601.38	-	-
ASSISTANT ENGINEER	M125	MMPA	Bi-Weekly	\$3,293.28	\$3,457.94	\$3,630.84	\$3,812.37	\$4,002.99	\$4,203.14	-	-
			Monthly	\$7,135.43	\$7,492.20	\$7,866.82	\$8,260.13	\$8,673.15	\$9,106.81	-	-
ASSISTANT PLANNER	M118	MMPA	Bi-Weekly	\$2,770.52	\$2,909.05	\$3,054.49	\$3,207.23	\$3,367.58	\$3,535.96	-	-
			Monthly	\$6,002.80	\$6,302.94	\$6,618.06	\$6,948.99	\$7,296.43	\$7,661.24	-	-
ASSOCIATE CIVIL ENGINEER	M131	MMPA	Bi-Weekly	\$3,819.19	\$4,010.15	\$4,210.65	\$4,421.19	\$4,642.24	\$4,874.36	-	-
			Monthly	\$8,274.92	\$8,688.65	\$9,123.07	\$9,579.24	\$10,058.19	\$10,561.11	-	-
ASSOCIATE ENGINEER	M127	MMPA	Bi-Weekly	\$3,460.00	\$3,633.00	\$3,814.64	\$4,005.38	\$4,205.65	\$4,415.93	-	-
			Monthly	\$7,496.67	\$7,871.50	\$8,265.05	\$8,678.32	\$9,112.24	\$9,567.84	-	-
ASSOCIATE PLANNER	M124	MMPA	Bi-Weekly	\$3,212.95	\$3,373.60	\$3,542.27	\$3,719.39	\$3,905.36	\$4,100.63	-	-
			Monthly	\$6,961.40	\$7,309.47	\$7,674.92	\$8,058.68	\$8,461.61	\$8,884.70	-	-
BUILDING INSPECTOR I	G49	WCEA	Bi-Weekly	\$2,508.09	\$2,633.50	\$2,765.17	\$2,903.43	\$3,048.60	\$3,201.03	-	-
			Monthly	\$5,434.20	\$5,705.91	\$5,991.20	\$6,290.76	\$6,605.29	\$6,935.56	-	-
BUILDING INSPECTOR II	G53	WCEA	Bi-Weekly	\$2,768.46	\$2,906.90	\$3,052.23	\$3,204.85	\$3,365.09	\$3,533.34	-	-
			Monthly	\$5,998.34	\$6,298.28	\$6,613.17	\$6,943.85	\$7,291.03	\$7,655.57	-	-
BUS ENGAGE/RSRCE CONS PROG MGR	M124	MMPA	Bi-Weekly	\$3,212.95	\$3,373.60	\$3,542.27	\$3,719.39	\$3,905.36	\$4,100.63	-	-
			Monthly	\$6,961.40	\$7,309.47	\$7,674.92	\$8,058.68	\$8,461.61	\$8,884.70	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective April 1, 2025

CDD DEPUTY DIRECTOR	120	MGMT	Bi-Weekly	\$4,925.32	-	-	-	\$6,314.76	-	-	-
			Monthly	\$10,671.53	-	-	-	\$13,681.99	-	-	-
CHIEF BUILDING OFFICIAL	M140	MMPA	Bi-Weekly	\$4,769.64	\$5,008.12	\$5,258.52	\$5,521.46	\$5,797.52	\$6,087.40	-	-
			Monthly	\$10,334.21	\$10,850.92	\$11,393.47	\$11,963.16	\$12,561.30	\$13,189.37	-	-
CHIEF COLLECTION SYSTEM OPER	M132	MMPA	Bi-Weekly	\$3,914.66	\$4,110.40	\$4,315.92	\$4,531.70	\$4,758.30	\$4,996.22	-	-
			Monthly	\$8,481.77	\$8,905.86	\$9,351.17	\$9,818.69	\$10,309.66	\$10,825.15	-	-
CHIEF INFORMATION OFFICER	M142	MMPA	Bi-Weekly	\$5,011.10	\$5,261.66	\$5,524.74	\$5,800.98	\$6,091.03	\$6,395.58	-	-
			Monthly	\$10,857.39	\$11,400.27	\$11,970.28	\$12,568.79	\$13,197.23	\$13,857.09	-	-
CHIEF WATER SYSTEM OP	M132	MMPA	Bi-Weekly	\$3,914.66	\$4,110.40	\$4,315.92	\$4,531.70	\$4,758.30	\$4,996.22	-	-
			Monthly	\$8,481.77	\$8,905.86	\$9,351.17	\$9,818.69	\$10,309.66	\$10,825.15	-	-
CITY CLERK	125	MGMT	Bi-Weekly	\$4,804.62	-	-	-	\$6,130.38	-	-	-
			Monthly	\$10,410.00	-	-	-	\$13,282.50	-	-	-
CITY COUNCIL	110	CNCL	Bi-Weekly	\$115.38	-	-	-	-	-	-	-
			Monthly	\$250.00	-	-	-	-	-	-	-
CITY ENGINEER	M145	MMPA	Bi-Weekly	\$5,396.41	\$5,666.23	\$5,949.53	\$6,247.02	\$6,559.37	\$6,887.33	-	-
			Monthly	\$11,692.23	\$12,276.84	\$12,890.65	\$13,535.22	\$14,211.97	\$14,922.55	-	-
CITY MANAGER	101	CM	Bi-Weekly	\$11,682.58	-	-	-	-	-	-	-
			Monthly	\$25,312.25	-	-	-	-	-	-	-
CODE COMPLIANCE OFFICER I	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
CODE COMPLIANCE OFFICER II	G50	WCEA	Bi-Weekly	\$2,570.80	\$2,699.34	\$2,834.30	\$2,976.01	\$3,124.83	\$3,281.06	-	-
			Monthly	\$5,570.06	\$5,848.56	\$6,140.97	\$6,448.03	\$6,770.46	\$7,108.96	-	-
COMM & STRATEGIC POLICY MGR	M134	MMPA	Bi-Weekly	\$4,112.86	\$4,318.48	\$4,534.41	\$4,761.12	\$4,999.19	\$5,249.16	-	-
			Monthly	\$8,911.19	\$9,356.71	\$9,824.56	\$10,315.77	\$10,831.57	\$11,373.17	-	-
COMM ENHANCEMENT SPECIALIST	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
COMM RISK REDUCTION SPEC I	185A	WPFA	Bi-Weekly	\$2,473.65	\$2,597.45	\$2,727.31	\$2,863.68	\$3,006.85	-	-	-
			Monthly	\$5,359.56	\$5,627.81	\$5,909.17	\$6,204.64	\$6,514.84	-	-	-
COMM RISK REDUCTION SPEC II	185B	WPFA	Bi-Weekly	\$2,659.99	\$2,792.99	\$2,932.64	\$3,079.27	\$3,233.24	-	-	-
			Monthly	\$5,763.30	\$6,051.49	\$6,354.06	\$6,671.75	\$7,005.36	-	-	-
COMMUNITY DEVELOPMENT CLERK I	G32	WCEA	Bi-Weekly	\$1,648.31	\$1,730.73	\$1,817.25	\$1,908.12	\$2,003.53	\$2,103.70	-	-
			Monthly	\$3,571.34	\$3,749.91	\$3,937.38	\$4,134.27	\$4,340.98	\$4,558.01	-	-
COMMUNITY DEVELOPMENT CLERK II	G37	WCEA	Bi-Weekly	\$1,864.90	\$1,958.15	\$2,056.07	\$2,158.86	\$2,266.81	\$2,380.15	-	-
			Monthly	\$4,040.63	\$4,242.65	\$4,454.81	\$4,677.53	\$4,911.43	\$5,156.99	-	-
COMMUNITY DEVELOPMENT DIRECTOR	119	MGMT	Bi-Weekly	\$6,228.23	-	-	-	\$7,996.15	-	-	-
			Monthly	\$13,494.50	-	-	-	\$17,325.00	-	-	-



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COMMUNITY DEVELOPMENT TECH I	G42	WCEA	Bi-Weekly	\$2,109.97	\$2,215.48	\$2,326.24	\$2,442.56	\$2,564.69	\$2,692.92	-	-
			Monthly	\$4,571.60	\$4,800.21	\$5,040.19	\$5,292.21	\$5,556.83	\$5,834.66	-	-
COMMUNITY DEVELOPMENT TECH II	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
COMMUNITY SERVICES DIRECTOR	122	MGMT	Bi-Weekly	\$6,228.23	-	-	-	\$7,996.15	-	-	-
			Monthly	\$13,494.50	-	-	-	\$17,325.00	-	-	-
COMMUNITY SVCS OFFICER	228	WPOA	Bi-Weekly	\$2,140.00	\$2,247.01	\$2,359.36	\$2,477.33	\$2,601.20	\$2,731.26	-	-
			Monthly	\$4,636.67	\$4,868.52	\$5,111.95	\$5,367.54	\$5,635.94	\$5,917.73	-	-
COMMUNITY SVCS PROGRAM MGR	M125	MMPA	Bi-Weekly	\$3,293.28	\$3,457.94	\$3,630.84	\$3,812.37	\$4,002.99	\$4,203.14	-	-
			Monthly	\$7,135.43	\$7,492.20	\$7,866.82	\$8,260.13	\$8,673.15	\$9,106.81	-	-
CONSERVATION COORDINATOR	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
CONTRUCTION PROJECT MANAGER	M129	MMPA	Bi-Weekly	\$3,635.16	\$3,816.91	\$4,007.76	\$4,208.14	\$4,418.56	\$4,639.48	-	-
			Monthly	\$7,876.19	\$8,269.97	\$8,683.47	\$9,117.63	\$9,573.55	\$10,052.21	-	-
CRIME PREVENTION SPECIALIST	231	WPOA	Bi-Weekly	\$2,140.00	\$2,247.01	\$2,359.36	\$2,477.33	\$2,601.20	\$2,731.26	-	-
			Monthly	\$4,636.67	\$4,868.52	\$5,111.95	\$5,367.54	\$5,635.94	\$5,917.73	-	-
DATA SERVICES MANAGER	M136	MMPA	Bi-Weekly	\$4,321.06	\$4,537.11	\$4,763.97	\$5,002.17	\$5,252.28	\$5,514.88	-	-
			Monthly	\$9,362.29	\$9,830.41	\$10,321.94	\$10,838.04	\$11,379.93	\$11,948.91	-	-
DEPUTY FIRE CHIEF	162	FMMA	Bi-Weekly	\$5,544.07	\$5,821.27	\$6,112.33	\$6,417.94	\$6,793.68	-	-	-
			Monthly	\$12,012.15	\$12,612.75	\$13,243.39	\$13,905.55	\$14,719.65	-	-	-
DEPUTY POLICE CHIEF	205	PMMA	Bi-Weekly	\$5,606.55	\$5,886.88	\$6,181.22	\$6,490.29	\$6,814.80	\$7,155.54	\$7,513.32	\$7,888.99
			Monthly	\$12,147.52	\$12,754.92	\$13,392.64	\$14,062.29	\$14,765.40	\$15,503.68	\$16,278.86	\$17,092.80
DEPUTY PW DIRECTOR - UTILITIES	138	MGMT	Bi-Weekly	\$4,925.32	-	-	-	\$6,314.76	-	-	-
			Monthly	\$10,671.53	-	-	-	\$13,681.99	-	-	-
ELECTRICAL/SIGNS & MARK SUPER	M134	MMPA	Bi-Weekly	\$4,112.86	\$4,318.48	\$4,534.41	\$4,761.12	\$4,999.19	\$5,249.16	-	-
			Monthly	\$8,911.19	\$9,356.71	\$9,824.56	\$10,315.77	\$10,831.57	\$11,373.17	-	-
ELECTRICIANS ASSISTANT	G43	WCEA	Bi-Weekly	\$2,162.72	\$2,270.85	\$2,384.40	\$2,503.63	\$2,628.81	\$2,760.24	-	-
			Monthly	\$4,685.89	\$4,920.17	\$5,166.20	\$5,424.54	\$5,695.76	\$5,980.52	-	-
ENGINEERING AIDE I	G33	WCEA	Bi-Weekly	\$1,689.52	\$1,773.99	\$1,862.69	\$1,955.81	\$2,053.62	\$2,156.30	-	-
			Monthly	\$3,660.62	\$3,843.65	\$4,035.84	\$4,237.60	\$4,449.50	\$4,671.99	-	-
ENGINEERING AIDE II	G37	WCEA	Bi-Weekly	\$1,864.90	\$1,958.15	\$2,056.07	\$2,158.86	\$2,266.81	\$2,380.15	-	-
			Monthly	\$4,040.63	\$4,242.65	\$4,454.81	\$4,677.53	\$4,911.43	\$5,156.99	-	-
ENGINEERING ASSISTANT	G56	WCEA	Bi-Weekly	\$2,981.34	\$3,130.41	\$3,286.93	\$3,451.28	\$3,623.84	\$3,805.02	-	-
			Monthly	\$6,459.57	\$6,782.55	\$7,121.68	\$7,477.77	\$7,851.66	\$8,244.21	-	-
ENGINEERING TECH I	G44	WCEA	Bi-Weekly	\$2,216.79	\$2,327.62	\$2,444.01	\$2,566.22	\$2,694.52	\$2,829.25	-	-
			Monthly	\$4,803.05	\$5,043.18	\$5,295.36	\$5,560.14	\$5,838.12	\$6,130.04	-	-



CITY OF WOODLAND - SALARY SCHEDULE

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ENGINEERING TECH II	G48	WCEA	Bi-Weekly	\$2,446.92	\$2,569.27	\$2,697.72	\$2,832.62	\$2,974.25	\$3,122.96	-	-
			Monthly	\$5,301.65	\$5,566.75	\$5,845.07	\$6,137.35	\$6,444.20	\$6,766.40	-	-
ENGINEERING TECH III	G52	WCEA	Bi-Weekly	\$2,700.93	\$2,835.98	\$2,977.80	\$3,126.67	\$3,283.02	\$3,447.17	-	-
			Monthly	\$5,852.02	\$6,144.63	\$6,451.89	\$6,774.46	\$7,113.20	\$7,468.86	-	-
ENV COMPLIANCE INSPECTOR I	G39	WCEA	Bi-Weekly	\$1,959.32	\$2,057.28	\$2,160.17	\$2,268.15	\$2,381.56	\$2,500.65	-	-
			Monthly	\$4,245.20	\$4,457.45	\$4,680.36	\$4,914.33	\$5,160.05	\$5,418.07	-	-
ENV COMPLIANCE INSPECTOR II	G43	WCEA	Bi-Weekly	\$2,162.72	\$2,270.85	\$2,384.40	\$2,503.63	\$2,628.81	\$2,760.24	-	-
			Monthly	\$4,685.89	\$4,920.17	\$5,166.20	\$5,424.54	\$5,695.76	\$5,980.52	-	-
ENV COMPLIANCE SPECIALIST	G49	WCEA	Bi-Weekly	\$2,508.09	\$2,633.50	\$2,765.17	\$2,903.43	\$3,048.60	\$3,201.03	-	-
			Monthly	\$5,434.20	\$5,705.91	\$5,991.20	\$6,290.76	\$6,605.29	\$6,935.56	-	-
ENV RESOURCES ANALYST	M127	MMPA	Bi-Weekly	\$3,460.00	\$3,633.00	\$3,814.64	\$4,005.38	\$4,205.65	\$4,415.93	-	-
			Monthly	\$7,496.67	\$7,871.50	\$8,265.05	\$8,678.32	\$9,112.24	\$9,567.84	-	-
EQUIPMENT MECHANIC HEAVY	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
EQUIPMENT MECHANIC LIGHT	G41	WCEA	Bi-Weekly	\$2,058.51	\$2,161.43	\$2,269.51	\$2,382.99	\$2,502.14	\$2,627.24	-	-
			Monthly	\$4,460.11	\$4,683.10	\$4,917.27	\$5,163.14	\$5,421.30	\$5,692.35	-	-
EQUIPMENT MECHANIC SENIOR	G50	WCEA	Bi-Weekly	\$2,570.80	\$2,699.34	\$2,834.30	\$2,976.01	\$3,124.83	\$3,281.06	-	-
			Monthly	\$5,570.06	\$5,848.56	\$6,140.97	\$6,448.03	\$6,770.46	\$7,108.96	-	-
EQUIPMENT SERVICE CLERK	G32	WCEA	Bi-Weekly	\$1,648.31	\$1,730.73	\$1,817.25	\$1,908.12	\$2,003.53	\$2,103.70	-	-
			Monthly	\$3,571.34	\$3,749.91	\$3,937.38	\$4,134.27	\$4,340.98	\$4,558.01	-	-
EQUIPMENT SERVICE WORKER	G34	WCEA	Bi-Weekly	\$1,731.75	\$1,818.35	\$1,909.26	\$2,004.72	\$2,104.96	\$2,210.20	-	-
			Monthly	\$3,752.12	\$3,939.76	\$4,136.73	\$4,343.55	\$4,560.75	\$4,788.76	-	-
EXECUTIVE ASSISTANT	G49	WCEA	Bi-Weekly	\$2,508.09	\$2,633.50	\$2,765.17	\$2,903.43	\$3,048.60	\$3,201.03	-	-
			Monthly	\$5,434.20	\$5,705.91	\$5,991.20	\$6,290.76	\$6,605.29	\$6,935.56	-	-
EXECUTIVE ASST TO CM	G50	WCEA	Bi-Weekly	\$2,570.80	\$2,699.34	\$2,834.30	\$2,976.01	\$3,124.83	\$3,281.06	-	-
			Monthly	\$5,570.06	\$5,848.56	\$6,140.97	\$6,448.03	\$6,770.46	\$7,108.96	-	-
FACILITY MAINT WORKER III	G45	WCEA	Bi-Weekly	\$2,272.22	\$2,385.82	\$2,505.11	\$2,630.37	\$2,761.90	\$2,899.98	-	-
			Monthly	\$4,923.14	\$5,169.27	\$5,427.74	\$5,699.15	\$5,984.12	\$6,283.29	-	-
FACILITY MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,775.06	\$1,863.80	\$1,956.99	\$2,054.83	\$2,157.57	\$2,265.46	-	-
			Monthly	\$3,845.96	\$4,038.23	\$4,240.15	\$4,452.14	\$4,674.74	\$4,908.50	-	-
FACILITY MAINTENANCE WORKER II	G41	WCEA	Bi-Weekly	\$2,058.51	\$2,161.43	\$2,269.51	\$2,382.99	\$2,502.14	\$2,627.24	-	-
			Monthly	\$4,460.11	\$4,683.10	\$4,917.27	\$5,163.14	\$5,421.30	\$5,692.35	-	-
FINANCE CLERK I	G32	WCEA	Bi-Weekly	\$1,648.31	\$1,730.73	\$1,817.25	\$1,908.12	\$2,003.53	\$2,103.70	-	-
			Monthly	\$3,571.34	\$3,749.91	\$3,937.38	\$4,134.27	\$4,340.98	\$4,558.01	-	-
FINANCE CLERK II	G37	WCEA	Bi-Weekly	\$1,864.90	\$1,958.15	\$2,056.07	\$2,158.86	\$2,266.81	\$2,380.15	-	-
			Monthly	\$4,040.63	\$4,242.65	\$4,454.81	\$4,677.53	\$4,911.43	\$5,156.99	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective April 1, 2025

FINANCE OFFICER	M141	MMPA	Bi-Weekly	\$4,888.89	\$5,133.32	\$5,389.99	\$5,659.49	\$5,942.47	\$6,239.60	-	-
			Monthly	\$10,592.59	\$11,122.20	\$11,678.32	\$12,262.22	\$12,875.36	\$13,519.14	-	-
FINANCE SPECIALIST	G41	WCEA	Bi-Weekly	\$2,058.51	\$2,161.43	\$2,269.51	\$2,382.99	\$2,502.14	\$2,627.24	-	-
			Monthly	\$4,460.11	\$4,683.10	\$4,917.27	\$5,163.14	\$5,421.30	\$5,692.35	-	-
FINANCE SUPERVISOR	G54	WCEA	Bi-Weekly	\$2,837.68	\$2,979.56	\$3,128.55	\$3,284.95	\$3,449.23	\$3,621.67	-	-
			Monthly	\$6,148.32	\$6,455.71	\$6,778.53	\$7,117.40	\$7,473.32	\$7,846.96	-	-
FINANCIAL SERVICES MGR	M136	MMPA	Bi-Weekly	\$4,321.06	\$4,537.11	\$4,763.97	\$5,002.17	\$5,252.28	\$5,514.88	-	-
			Monthly	\$9,362.29	\$9,830.41	\$10,321.94	\$10,838.04	\$11,379.93	\$11,948.91	-	-
FIRE BATTALION CHIEF-REG	152	FMMA	Bi-Weekly	\$4,860.16	\$5,103.16	\$5,358.32	\$5,626.24	\$5,907.55	-	-	-
			Monthly	\$10,530.35	\$11,056.85	\$11,609.70	\$12,190.19	\$12,799.70	-	-	-
FIRE CAPTAIN BASE ONLY	178	WPFA	Bi-Weekly	\$3,921.15	\$4,117.21	\$4,323.06	\$4,539.23	\$4,766.18	-	-	-
			Monthly	\$8,495.83	\$8,920.61	\$9,366.64	\$9,835.00	\$10,326.73	-	-	-
FIRE CHIEF	128	MGMT	Bi-Weekly	\$6,275.77	-	-	-	\$8,461.54	-	-	-
			Monthly	\$13,597.50	-	-	-	\$18,333.34	-	-	-
FIRE ENGINEER BASE ONLY	175	WPFA	Bi-Weekly	\$3,403.14	\$3,573.29	\$3,751.96	\$3,939.56	\$4,136.52	-	-	-
			Monthly	\$7,373.47	\$7,742.13	\$8,129.25	\$8,535.72	\$8,962.46	-	-	-
FIRE MARSHAL	165	FMMA	Bi-Weekly	\$4,860.16	\$5,103.16	\$5,358.32	\$5,626.24	\$5,907.55	-	-	-
			Monthly	\$10,530.35	\$11,056.85	\$11,609.70	\$12,190.19	\$12,799.69	-	-	-
FIREFIGHTER BASE ONLY	172	WPFA	Bi-Weekly	\$2,998.59	\$3,148.52	\$3,305.94	\$3,471.25	\$3,644.80	-	-	-
			Monthly	\$6,496.94	\$6,821.80	\$7,162.88	\$7,521.04	\$7,897.07	-	-	-
FIREFIGHTER RECRUIT BASE	182	WPFA	Bi-Weekly	\$2,698.73	-	-	-	-	-	-	-
			Monthly	\$5,847.26	-	-	-	-	-	-	-
FLEET & FACILITIES MGR	M131	MMPA	Bi-Weekly	\$3,819.19	\$4,010.15	\$4,210.65	\$4,421.19	\$4,642.24	\$4,874.36	-	-
			Monthly	\$8,274.92	\$8,688.65	\$9,123.07	\$9,579.24	\$10,058.19	\$10,561.11	-	-
GIS ANALYST	G62	WCEA	Bi-Weekly	\$3,457.42	\$3,630.31	\$3,811.83	\$4,002.41	\$4,202.52	\$4,412.66	-	-
			Monthly	\$7,491.08	\$7,865.68	\$8,258.96	\$8,671.89	\$9,105.47	\$9,560.76	-	-
GIS COORDINATOR	M131	MMPA	Bi-Weekly	\$3,819.19	\$4,010.15	\$4,210.65	\$4,421.19	\$4,642.24	\$4,874.36	-	-
			Monthly	\$8,274.92	\$8,688.65	\$9,123.07	\$9,579.24	\$10,058.19	\$10,561.11	-	-
GIS TECHNICIAN I	G49	WCEA	Bi-Weekly	\$2,508.09	\$2,633.50	\$2,765.17	\$2,903.43	\$3,048.60	\$3,201.03	-	-
			Monthly	\$5,434.20	\$5,705.91	\$5,991.20	\$6,290.76	\$6,605.29	\$6,935.56	-	-
GIS TECHNICIAN II	G53	WCEA	Bi-Weekly	\$2,768.46	\$2,906.90	\$3,052.23	\$3,204.85	\$3,365.09	\$3,533.34	-	-
			Monthly	\$5,998.34	\$6,298.28	\$6,613.17	\$6,943.85	\$7,291.03	\$7,655.57	-	-
HOUSING ANALYST I	M120	MMPA	Bi-Weekly	\$2,910.78	\$3,056.31	\$3,209.12	\$3,369.59	\$3,538.08	\$3,714.96	-	-
			Monthly	\$6,306.70	\$6,622.00	\$6,953.10	\$7,300.78	\$7,665.83	\$8,049.09	-	-
HOUSING ANALYST II	M124	MMPA	Bi-Weekly	\$3,212.95	\$3,373.60	\$3,542.27	\$3,719.39	\$3,905.36	\$4,100.63	-	-
			Monthly	\$6,961.40	\$7,309.47	\$7,674.92	\$8,058.68	\$8,461.61	\$8,884.70	-	-



CITY OF WOODLAND - SALARY SCHEDULE

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HUMAN RESOURCES ANALYST I	M121	MMPA	Bi-Weekly	\$2,983.54	\$3,132.72	\$3,289.35	\$3,453.83	\$3,626.53	\$3,807.85	-	-
			Monthly	\$6,464.34	\$6,787.56	\$7,126.93	\$7,483.29	\$7,857.48	\$8,250.34	-	-
HUMAN RESOURCES ANALYST II	M126	MMPA	Bi-Weekly	\$3,375.61	\$3,544.39	\$3,721.61	\$3,907.68	\$4,103.07	\$4,308.22	-	-
			Monthly	\$7,313.82	\$7,679.51	\$8,063.49	\$8,466.63	\$8,889.98	\$9,334.48	-	-
HUMAN RESOURCES CLERK	G39	WCEA	Bi-Weekly	\$1,959.32	\$2,057.28	\$2,160.17	\$2,268.15	\$2,381.56	\$2,500.65	-	-
			Monthly	\$4,245.20	\$4,457.45	\$4,680.36	\$4,914.33	\$5,160.05	\$5,418.07	-	-
HUMAN RESOURCES MANAGER	M140	MMPA	Bi-Weekly	\$4,769.64	\$5,008.12	\$5,258.52	\$5,521.46	\$5,797.52	\$6,087.40	-	-
			Monthly	\$10,334.21	\$10,850.92	\$11,393.47	\$11,963.16	\$12,561.30	\$13,189.37	-	-
HUMAN RESOURCES TECH I	G45	WCEA	Bi-Weekly	\$2,272.22	\$2,385.82	\$2,505.11	\$2,630.37	\$2,761.90	\$2,899.98	-	-
			Monthly	\$4,923.14	\$5,169.27	\$5,427.74	\$5,699.15	\$5,984.12	\$6,283.29	-	-
HUMAN RESOURCES TECH II	G50	WCEA	Bi-Weekly	\$2,570.80	\$2,699.34	\$2,834.30	\$2,976.01	\$3,124.83	\$3,281.06	-	-
			Monthly	\$5,570.06	\$5,848.56	\$6,140.97	\$6,448.03	\$6,770.46	\$7,108.96	-	-
IND ELECTRICAL/ELECT TECH	G58	WCEA	Bi-Weekly	\$3,132.27	\$3,288.88	\$3,453.33	\$3,625.98	\$3,807.29	\$3,997.65	-	-
			Monthly	\$6,786.59	\$7,125.91	\$7,482.22	\$7,856.30	\$8,249.14	\$8,661.57	-	-
INFORMATION SYSTEMS TECH I	G48	WCEA	Bi-Weekly	\$2,446.92	\$2,569.27	\$2,697.72	\$2,832.62	\$2,974.25	\$3,122.96	-	-
			Monthly	\$5,301.65	\$5,566.75	\$5,845.07	\$6,137.35	\$6,444.20	\$6,766.40	-	-
INFORMATION SYSTEMS TECH II	G52	WCEA	Bi-Weekly	\$2,700.93	\$2,835.98	\$2,977.80	\$3,126.67	\$3,283.02	\$3,447.17	-	-
			Monthly	\$5,852.02	\$6,144.63	\$6,451.89	\$6,774.46	\$7,113.20	\$7,468.86	-	-
INFRA ADMINISTRATOR	M141	MMPA	Bi-Weekly	\$4,888.89	\$5,133.32	\$5,389.99	\$5,659.49	\$5,942.47	\$6,239.60	-	-
			Monthly	\$10,592.59	\$11,122.20	\$11,678.32	\$12,262.22	\$12,875.36	\$13,519.14	-	-
JUNIOR ENGINEER	M121	MMPA	Bi-Weekly	\$2,983.54	\$3,132.72	\$3,289.35	\$3,453.83	\$3,626.53	\$3,807.85	-	-
			Monthly	\$6,464.34	\$6,787.56	\$7,126.93	\$7,483.29	\$7,857.48	\$8,250.34	-	-
JUNIOR PLANNER	M113	MMPA	Bi-Weekly	\$2,448.74	\$2,571.17	\$2,699.73	\$2,834.72	\$2,976.46	\$3,125.28	-	-
			Monthly	\$5,305.60	\$5,570.86	\$5,849.41	\$6,141.90	\$6,448.99	\$6,771.43	-	-
LAB SUPERVISOR	M127	MMPA	Bi-Weekly	\$3,460.00	\$3,633.00	\$3,814.64	\$4,005.38	\$4,205.65	\$4,415.93	-	-
			Monthly	\$7,496.67	\$7,871.50	\$8,265.05	\$8,678.32	\$9,112.24	\$9,567.84	-	-
LABORATORY TECHNICIAN I	G43	WCEA	Bi-Weekly	\$2,162.72	\$2,270.85	\$2,384.40	\$2,503.63	\$2,628.81	\$2,760.24	-	-
			Monthly	\$4,685.89	\$4,920.17	\$5,166.20	\$5,424.54	\$5,695.76	\$5,980.52	-	-
LABORATORY TECHNICIAN II	G47	WCEA	Bi-Weekly	\$2,387.25	\$2,506.60	\$2,631.93	\$2,763.52	\$2,901.71	\$3,046.79	-	-
			Monthly	\$5,172.37	\$5,430.97	\$5,702.52	\$5,987.63	\$6,287.03	\$6,601.38	-	-
LIBRARY PROGRAM MANAGER I	M122	MMPA	Bi-Weekly	\$3,058.14	\$3,211.05	\$3,371.58	\$3,540.16	\$3,717.18	\$3,903.04	-	-
			Monthly	\$6,625.97	\$6,957.28	\$7,305.10	\$7,670.35	\$8,053.89	\$8,456.58	-	-
LIBRARY PROGRAM MANAGER II	M125	MMPA	Bi-Weekly	\$3,293.28	\$3,457.94	\$3,630.84	\$3,812.37	\$4,002.99	\$4,203.14	-	-
			Monthly	\$7,135.43	\$7,492.20	\$7,866.82	\$8,260.13	\$8,673.15	\$9,106.81	-	-
LIBRARY SERVICES DIRECTOR	131	MGMT	Bi-Weekly	\$4,804.62	-	-	-	\$6,130.38	-	-	-
			Monthly	\$10,410.00	-	-	-	\$13,282.50	-	-	-



CITY OF WOODLAND - SALARY SCHEDULE

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LIBRARY TECH ASSISTANT I	G29	WCEA	Bi-Weekly	\$1,530.62	\$1,607.15	\$1,687.51	\$1,771.89	\$1,860.48	\$1,953.49	-	-
			Monthly	\$3,316.34	\$3,482.15	\$3,656.26	\$3,839.10	\$4,031.04	\$4,232.57	-	-
LIBRARY TECH ASSISTANT II	G33	WCEA	Bi-Weekly	\$1,689.52	\$1,773.99	\$1,862.69	\$1,955.81	\$2,053.62	\$2,156.30	-	-
			Monthly	\$3,660.62	\$3,843.65	\$4,035.84	\$4,237.60	\$4,449.50	\$4,671.99	-	-
LIBRARY TECH ASSISTANT III	G37	WCEA	Bi-Weekly	\$1,864.90	\$1,958.15	\$2,056.07	\$2,158.86	\$2,266.81	\$2,380.15	-	-
			Monthly	\$4,040.63	\$4,242.65	\$4,454.81	\$4,677.53	\$4,911.43	\$5,156.99	-	-
LITERACY COORDINATOR	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
MAINTENANCE SUPERVISOR	G53	WCEA	Bi-Weekly	\$2,768.46	\$2,906.90	\$3,052.23	\$3,204.85	\$3,365.09	\$3,533.34	-	-
			Monthly	\$5,998.34	\$6,298.28	\$6,613.17	\$6,943.85	\$7,291.03	\$7,655.57	-	-
MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,775.06	\$1,863.80	\$1,956.99	\$2,054.83	\$2,157.57	\$2,265.46	-	-
			Monthly	\$3,845.96	\$4,038.23	\$4,240.15	\$4,452.14	\$4,674.74	\$4,908.50	-	-
MAINTENANCE WORKER II	G40	WCEA	Bi-Weekly	\$2,008.32	\$2,108.72	\$2,214.15	\$2,324.86	\$2,441.10	\$2,563.16	-	-
			Monthly	\$4,351.36	\$4,568.89	\$4,797.33	\$5,037.19	\$5,289.05	\$5,553.52	-	-
MAINTENANCE WORKER III	G44	WCEA	Bi-Weekly	\$2,216.79	\$2,327.62	\$2,444.01	\$2,566.22	\$2,694.52	\$2,829.25	-	-
			Monthly	\$4,803.05	\$5,043.18	\$5,295.36	\$5,560.14	\$5,838.12	\$6,130.04	-	-
MANAGEMENT ANALYST I	M120	MMPA	Bi-Weekly	\$2,910.78	\$3,056.31	\$3,209.12	\$3,369.59	\$3,538.08	\$3,714.96	-	-
			Monthly	\$6,306.70	\$6,622.00	\$6,953.10	\$7,300.78	\$7,665.83	\$8,049.09	-	-
MANAGEMENT ANALYST II	M125	MMPA	Bi-Weekly	\$3,293.28	\$3,457.94	\$3,630.84	\$3,812.37	\$4,002.99	\$4,203.14	-	-
			Monthly	\$7,135.43	\$7,492.20	\$7,866.82	\$8,260.13	\$8,673.15	\$9,106.81	-	-
MARKTNG & BUS RELATIONS SPEC	M118	MMPA	Bi-Weekly	\$2,770.52	\$2,909.05	\$3,054.49	\$3,207.23	\$3,367.58	\$3,535.96	-	-
			Monthly	\$6,002.80	\$6,302.94	\$6,618.06	\$6,948.99	\$7,296.43	\$7,661.24	-	-
PARK MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,775.06	\$1,863.80	\$1,956.99	\$2,054.83	\$2,157.57	\$2,265.46	-	-
			Monthly	\$3,845.96	\$4,038.23	\$4,240.15	\$4,452.14	\$4,674.74	\$4,908.50	-	-
PARK MAINTENANCE WORKER II	G39	WCEA	Bi-Weekly	\$1,959.32	\$2,057.28	\$2,160.17	\$2,268.15	\$2,381.56	\$2,500.65	-	-
			Monthly	\$4,245.20	\$4,457.45	\$4,680.36	\$4,914.33	\$5,160.05	\$5,418.07	-	-
PARK MAINTENANCE WORKER III	G43	WCEA	Bi-Weekly	\$2,162.72	\$2,270.85	\$2,384.40	\$2,503.63	\$2,628.81	\$2,760.24	-	-
			Monthly	\$4,685.89	\$4,920.17	\$5,166.20	\$5,424.54	\$5,695.76	\$5,980.52	-	-
PARK SUPERINTENDENT	M132	MMPA	Bi-Weekly	\$3,914.66	\$4,110.40	\$4,315.92	\$4,531.70	\$4,758.30	\$4,996.22	-	-
			Monthly	\$8,481.77	\$8,905.86	\$9,351.17	\$9,818.69	\$10,309.66	\$10,825.15	-	-
PARK SUPERVISOR	G51	WCEA	Bi-Weekly	\$2,635.07	\$2,766.82	\$2,905.16	\$3,050.41	\$3,202.96	\$3,363.09	-	-
			Monthly	\$5,709.32	\$5,994.78	\$6,294.51	\$6,609.22	\$6,939.74	\$7,286.69	-	-
POLICE CHIEF	134	MGMT	Bi-Weekly	\$7,734.16	-	-	-	\$10,176.52	-	-	-
			Monthly	\$16,757.34	-	-	-	\$22,049.13	-	-	-
POLICE CRIME & INTEL ANALYST	212	WPSA	Bi-Weekly	\$2,743.49	\$2,880.68	\$3,024.70	\$3,175.93	\$3,334.73	-	-	-
			Monthly	\$5,944.23	\$6,241.47	\$6,553.52	\$6,881.19	\$7,225.24	-	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective April 1, 2025

POLICE LIEUTENANT	202	PMMA	Bi-Weekly	\$5,101.07	\$5,356.11	\$5,623.92	\$5,905.12	\$6,200.37	\$6,510.40	\$6,835.92	\$7,177.72
			Monthly	\$11,052.33	\$11,604.92	\$12,185.17	\$12,794.44	\$13,434.14	\$14,105.87	\$14,811.17	\$15,551.72
POLICE OFFICER RECRUIT	222	WPOA	Bi-Weekly	\$2,926.04	-	-	-	-	-	-	-
			Monthly	\$6,339.74	-	-	-	-	-	-	-
POLICE OFFICER-BASE ONLY	225	WPOA	Bi-Weekly	\$3,251.16	\$3,413.72	\$3,584.41	\$3,763.61	\$3,951.81	\$4,149.40	\$4,356.86	-
			Monthly	\$7,044.18	\$7,396.40	\$7,766.22	\$8,154.48	\$8,562.25	\$8,990.36	\$9,439.87	-
POLICE RECORDS SPECIALIST	234A	WPOA	Bi-Weekly	\$1,899.45	\$1,994.42	\$2,094.14	\$2,198.85	\$2,308.79	-	-	-
			Monthly	\$4,115.46	\$4,321.25	\$4,537.30	\$4,764.18	\$5,002.38	-	-	-
POLICE RECORDS SUPERVISOR	215	WPSA	Bi-Weekly	\$2,573.58	\$2,702.26	\$2,837.36	\$2,979.25	\$3,128.21	-	-	-
			Monthly	\$5,576.09	\$5,854.89	\$6,147.61	\$6,455.04	\$6,777.79	-	-	-
POLICE SERGEANT	218	WPSA	Bi-Weekly	\$3,760.87	\$3,948.91	\$4,146.37	\$4,353.68	\$4,571.36	\$4,799.94	\$5,039.93	\$5,291.92
			Monthly	\$8,148.54	\$8,555.97	\$8,983.80	\$9,432.96	\$9,904.62	\$10,399.86	\$10,919.84	\$11,465.83
POOL FACILITIES TECH	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
PRINCIPAL CIVIL ENGINEER	M141	MMPA	Bi-Weekly	\$4,888.89	\$5,133.32	\$5,389.99	\$5,659.49	\$5,942.47	\$6,239.60	-	-
			Monthly	\$10,592.59	\$11,122.20	\$11,678.32	\$12,262.22	\$12,875.36	\$13,519.14	-	-
PRINCIPAL PLANNER	M136	MMPA	Bi-Weekly	\$4,321.06	\$4,537.11	\$4,763.97	\$5,002.17	\$5,252.28	\$5,514.88	-	-
			Monthly	\$9,362.29	\$9,830.41	\$10,321.94	\$10,838.04	\$11,379.93	\$11,948.91	-	-
PRINCIPAL UTILITIES CIVIL ENG	M141	MMPA	Bi-Weekly	\$4,888.89	\$5,133.32	\$5,389.99	\$5,659.49	\$5,942.47	\$6,239.60	-	-
			Monthly	\$10,592.59	\$11,122.20	\$11,678.32	\$12,262.22	\$12,875.36	\$13,519.14	-	-
PROGRAMMER ANALYST	G63	WCEA	Bi-Weekly	\$3,543.86	\$3,721.06	\$3,907.11	\$4,102.47	\$4,307.60	\$4,522.96	-	-
			Monthly	\$7,678.37	\$8,062.30	\$8,465.42	\$8,888.70	\$9,333.13	\$9,799.75	-	-
PUBLIC WORKS DIRECTOR	137	MGMT	Bi-Weekly	\$6,228.23	-	-	-	\$7,996.15	-	-	-
			Monthly	\$13,494.50	-	-	-	\$17,325.00	-	-	-
RECREATION COORDINATOR	G36	WCEA	Bi-Weekly	\$1,819.42	\$1,910.41	\$2,005.92	\$2,106.22	\$2,211.54	\$2,322.10	-	-
			Monthly	\$3,942.07	\$4,139.22	\$4,346.16	\$4,563.48	\$4,791.66	\$5,031.23	-	-
RECREATION SUPERVISOR	G50	WCEA	Bi-Weekly	\$2,570.80	\$2,699.34	\$2,834.30	\$2,976.01	\$3,124.83	\$3,281.06	-	-
			Monthly	\$5,570.06	\$5,848.56	\$6,140.97	\$6,448.03	\$6,770.46	\$7,108.96	-	-
SIGNS AND MARKINGS TECH I	G39	WCEA	Bi-Weekly	\$1,959.32	\$2,057.28	\$2,160.17	\$2,268.15	\$2,381.56	\$2,500.65	-	-
			Monthly	\$4,245.20	\$4,457.45	\$4,680.36	\$4,914.33	\$5,160.05	\$5,418.07	-	-
SIGNS AND MARKINGS TECH II	G43	WCEA	Bi-Weekly	\$2,162.72	\$2,270.85	\$2,384.40	\$2,503.63	\$2,628.81	\$2,760.24	-	-
			Monthly	\$4,685.89	\$4,920.17	\$5,166.20	\$5,424.54	\$5,695.76	\$5,980.52	-	-
SOCIAL SERVICES MANAGER	M132	MMPA	Bi-Weekly	\$3,914.66	\$4,110.40	\$4,315.92	\$4,531.70	\$4,758.30	\$4,996.22	-	-
			Monthly	\$8,481.77	\$8,905.86	\$9,351.17	\$9,818.69	\$10,309.66	\$10,825.15	-	-
SR ACCOUNTANT	M125	MMPA	Bi-Weekly	\$3,293.28	\$3,457.94	\$3,630.84	\$3,812.37	\$4,002.99	\$4,203.14	-	-
			Monthly	\$7,135.43	\$7,492.20	\$7,866.82	\$8,260.13	\$8,673.15	\$9,106.81	-	-



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SR ASSOCIATE CIVIL ENG	M134	MMPA	Bi-Weekly	\$4,112.86	\$4,318.48	\$4,534.41	\$4,761.12	\$4,999.19	\$5,249.16	-	-
			Monthly	\$8,911.19	\$9,356.71	\$9,824.56	\$10,315.77	\$10,831.57	\$11,373.17	-	-
SR BUILDING INSPECTOR	G57	WCEA	Bi-Weekly	\$3,055.86	\$3,208.66	\$3,369.09	\$3,537.56	\$3,714.45	\$3,900.15	-	-
			Monthly	\$6,621.04	\$6,952.10	\$7,299.70	\$7,664.71	\$8,047.97	\$8,450.32	-	-
SR BUILDING PLAN EXAMINER	G58	WCEA	Bi-Weekly	\$3,132.27	\$3,288.88	\$3,453.33	\$3,625.98	\$3,807.29	\$3,997.65	-	-
			Monthly	\$6,786.59	\$7,125.91	\$7,482.22	\$7,856.30	\$8,249.14	\$8,661.57	-	-
SR CIVIL ENGINEER	M138	MMPA	Bi-Weekly	\$4,539.81	\$4,766.80	\$5,005.13	\$5,255.40	\$5,518.17	\$5,794.08	-	-
			Monthly	\$9,836.26	\$10,328.06	\$10,844.44	\$11,386.71	\$11,956.03	\$12,553.83	-	-
SR COMM RISK REDUCTION SPEC	185C	WPFA	Bi-Weekly	\$2,945.27	\$3,092.54	\$3,247.17	\$3,409.52	\$3,580.01	-	-	-
			Monthly	\$6,381.42	\$6,700.51	\$7,035.54	\$7,387.29	\$7,756.69	-	-	-
SR CONTRUCTION PROJECT MANAGER	M131	MMPA	Bi-Weekly	\$3,819.19	\$4,010.15	\$4,210.65	\$4,421.19	\$4,642.24	\$4,874.36	-	-
			Monthly	\$8,274.92	\$8,688.65	\$9,123.07	\$9,579.24	\$10,058.19	\$10,561.11	-	-
SR ENGINEERING ASSISTANT	G58	WCEA	Bi-Weekly	\$3,132.27	\$3,288.88	\$3,453.33	\$3,625.98	\$3,807.29	\$3,997.65	-	-
			Monthly	\$6,786.59	\$7,125.91	\$7,482.22	\$7,856.30	\$8,249.14	\$8,661.57	-	-
SR ENV RESOURCES ANALYST	M131	MMPA	Bi-Weekly	\$3,819.19	\$4,010.15	\$4,210.65	\$4,421.19	\$4,642.24	\$4,874.36	-	-
			Monthly	\$8,274.92	\$8,688.65	\$9,123.07	\$9,579.24	\$10,058.19	\$10,561.11	-	-
SR HUMAN RESOURCES ANALYST	M132	MMPA	Bi-Weekly	\$3,914.66	\$4,110.40	\$4,315.92	\$4,531.70	\$4,758.30	\$4,996.22	-	-
			Monthly	\$8,481.77	\$8,905.86	\$9,351.17	\$9,818.69	\$10,309.66	\$10,825.15	-	-
SR MANAGEMENT ANALYST	M131	MMPA	Bi-Weekly	\$3,819.19	\$4,010.15	\$4,210.65	\$4,421.19	\$4,642.24	\$4,874.36	-	-
			Monthly	\$8,274.92	\$8,688.65	\$9,123.07	\$9,579.24	\$10,058.19	\$10,561.11	-	-
SR PLANNER	M132	MMPA	Bi-Weekly	\$3,914.66	\$4,110.40	\$4,315.92	\$4,531.70	\$4,758.30	\$4,996.22	-	-
			Monthly	\$8,481.77	\$8,905.86	\$9,351.17	\$9,818.69	\$10,309.66	\$10,825.15	-	-
SR POLICE RECORDS SPECIALIST	234B	WPOA	Bi-Weekly	\$2,089.40	\$2,193.88	\$2,303.56	\$2,418.73	\$2,539.67	-	-	-
			Monthly	\$4,527.04	\$4,753.40	\$4,991.06	\$5,240.59	\$5,502.62	-	-	-
SR PROGRAMMER ANALYST	G67	WCEA	Bi-Weekly	\$3,911.77	\$4,107.35	\$4,312.73	\$4,528.37	\$4,754.79	\$4,992.51	-	-
			Monthly	\$8,475.50	\$8,899.25	\$9,344.24	\$9,811.46	\$10,302.04	\$10,817.11	-	-
SR SIGNING AND MARKING TECH	G45	WCEA	Bi-Weekly	\$2,272.22	\$2,385.82	\$2,505.11	\$2,630.37	\$2,761.90	\$2,899.98	-	-
			Monthly	\$4,923.14	\$5,169.27	\$5,427.74	\$5,699.15	\$5,984.12	\$6,283.29	-	-
SR TRAFFIC SIGNAL STREET LIGHT	G60	WCEA	Bi-Weekly	\$3,290.83	\$3,455.37	\$3,628.15	\$3,809.56	\$4,000.05	\$4,200.04	-	-
			Monthly	\$7,130.14	\$7,486.64	\$7,860.98	\$8,254.05	\$8,666.77	\$9,100.08	-	-
SR TREE TRIMMER	G45	WCEA	Bi-Weekly	\$2,272.22	\$2,385.82	\$2,505.11	\$2,630.37	\$2,761.90	\$2,899.98	-	-
			Monthly	\$4,923.14	\$5,169.27	\$5,427.74	\$5,699.15	\$5,984.12	\$6,283.29	-	-
SR UTIL MAINT WORKER WATER	G49	WCEA	Bi-Weekly	\$2,508.09	\$2,633.50	\$2,765.17	\$2,903.43	\$3,048.60	\$3,201.03	-	-
			Monthly	\$5,434.20	\$5,705.91	\$5,991.20	\$6,290.76	\$6,605.29	\$6,935.56	-	-
SR UTIL MAINT WORKER WWC	G54	WCEA	Bi-Weekly	\$2,837.68	\$2,979.56	\$3,128.55	\$3,284.95	\$3,449.23	\$3,621.67	-	-
			Monthly	\$6,148.32	\$6,455.71	\$6,778.53	\$7,117.40	\$7,473.32	\$7,846.96	-	-



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SR WATER POLLUTION CR OP	G67	WCEA	Bi-Weekly	\$3,911.77	\$4,107.35	\$4,312.73	\$4,528.37	\$4,754.79	\$4,992.51	-	-
			Monthly	\$8,475.50	\$8,899.25	\$9,344.24	\$9,811.46	\$10,302.04	\$10,817.11	-	-
SR WATER QUALITY SPECIALIST	G62	WCEA	Bi-Weekly	\$3,457.42	\$3,630.31	\$3,811.83	\$4,002.41	\$4,202.52	\$4,412.66	-	-
			Monthly	\$7,491.08	\$7,865.68	\$8,258.96	\$8,671.89	\$9,105.47	\$9,560.76	-	-
SR WATER SYSTEM OPERATOR	G54	WCEA	Bi-Weekly	\$2,837.68	\$2,979.56	\$3,128.55	\$3,284.95	\$3,449.23	\$3,621.67	-	-
			Monthly	\$6,148.32	\$6,455.71	\$6,778.53	\$7,117.40	\$7,473.32	\$7,846.96	-	-
SR WATER WASTEWATER INST TECH	G66	WCEA	Bi-Weekly	\$3,816.35	\$4,007.18	\$4,207.53	\$4,417.90	\$4,638.82	\$4,870.75	-	-
			Monthly	\$8,268.76	\$8,682.23	\$9,116.32	\$9,572.12	\$10,050.77	\$10,553.30	-	-
TECHNICAL SERVICES MANAGER	M136	MMPA	Bi-Weekly	\$4,321.06	\$4,537.11	\$4,763.97	\$5,002.17	\$5,252.28	\$5,514.88	-	-
			Monthly	\$9,362.29	\$9,830.41	\$10,321.94	\$10,838.04	\$11,379.93	\$11,948.91	-	-
TRAFFIC SIG/STREET LIGHT TECH	G56	WCEA	Bi-Weekly	\$2,981.34	\$3,130.41	\$3,286.93	\$3,451.28	\$3,623.84	\$3,805.02	-	-
			Monthly	\$6,459.57	\$6,782.55	\$7,121.68	\$7,477.77	\$7,851.66	\$8,244.21	-	-
TRANSPORTATION ENGINEER	M134	MMPA	Bi-Weekly	\$4,112.86	\$4,318.48	\$4,534.41	\$4,761.12	\$4,999.19	\$5,249.16	-	-
			Monthly	\$8,911.19	\$9,356.71	\$9,824.56	\$10,315.77	\$10,831.57	\$11,373.17	-	-
TREATMENT PLANT MECHANIC	G54	WCEA	Bi-Weekly	\$2,837.68	\$2,979.56	\$3,128.55	\$3,284.95	\$3,449.23	\$3,621.67	-	-
			Monthly	\$6,148.32	\$6,455.71	\$6,778.53	\$7,117.40	\$7,473.32	\$7,846.96	-	-
TREATMENT PLANT SUPERINTENDENT	M137	MMPA	Bi-Weekly	\$4,429.08	\$4,650.54	\$4,883.06	\$5,127.22	\$5,383.57	\$5,652.77	-	-
			Monthly	\$9,596.34	\$10,076.17	\$10,579.96	\$11,108.98	\$11,664.40	\$12,247.67	-	-
TREE TRIMMER I	G39	WCEA	Bi-Weekly	\$1,959.32	\$2,057.28	\$2,160.17	\$2,268.15	\$2,381.56	\$2,500.65	-	-
			Monthly	\$4,245.20	\$4,457.45	\$4,680.36	\$4,914.33	\$5,160.05	\$5,418.07	-	-
TREE TRIMMER II	G43	WCEA	Bi-Weekly	\$2,162.72	\$2,270.85	\$2,384.40	\$2,503.63	\$2,628.81	\$2,760.24	-	-
			Monthly	\$4,685.89	\$4,920.17	\$5,166.20	\$5,424.54	\$5,695.76	\$5,980.52	-	-
UNDERGRND UTIL SVC WRKR	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
UTILITIES ADMINISTRATOR	M141	MMPA	Bi-Weekly	\$4,888.89	\$5,133.32	\$5,389.99	\$5,659.49	\$5,942.47	\$6,239.60	-	-
			Monthly	\$10,592.59	\$11,122.20	\$11,678.32	\$12,262.22	\$12,875.36	\$13,519.14	-	-
UTILITY MAINT SUPERVISOR	G53	WCEA	Bi-Weekly	\$2,768.46	\$2,906.90	\$3,052.23	\$3,204.85	\$3,365.09	\$3,533.34	-	-
			Monthly	\$5,998.34	\$6,298.28	\$6,613.17	\$6,943.85	\$7,291.03	\$7,655.57	-	-
UTILITY MAINT WORKER WATER I	G37	WCEA	Bi-Weekly	\$1,864.90	\$1,958.15	\$2,056.07	\$2,158.86	\$2,266.81	\$2,380.15	-	-
			Monthly	\$4,040.63	\$4,242.65	\$4,454.81	\$4,677.53	\$4,911.43	\$5,156.99	-	-
UTILITY MAINT WORKER WATER II	G42	WCEA	Bi-Weekly	\$2,109.97	\$2,215.48	\$2,326.24	\$2,442.56	\$2,564.69	\$2,692.92	-	-
			Monthly	\$4,571.60	\$4,800.21	\$5,040.19	\$5,292.21	\$5,556.83	\$5,834.66	-	-
UTILITY MAINT WORKER WATER III	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
UTILITY MAINT WORKER WATER IV	G50	WCEA	Bi-Weekly	\$2,570.80	\$2,699.34	\$2,834.30	\$2,976.01	\$3,124.83	\$3,281.06	-	-
			Monthly	\$5,570.06	\$5,848.56	\$6,140.97	\$6,448.03	\$6,770.46	\$7,108.96	-	-



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UTILITY MAINT WORKER WWC I	G37	WCEA	Bi-Weekly	\$1,864.90	\$1,958.15	\$2,056.07	\$2,158.86	\$2,266.81	\$2,380.15	-	-
			Monthly	\$4,040.63	\$4,242.65	\$4,454.81	\$4,677.53	\$4,911.43	\$5,156.99	-	-
UTILITY MAINT WORKER WWC II	G42	WCEA	Bi-Weekly	\$2,109.97	\$2,215.48	\$2,326.24	\$2,442.56	\$2,564.69	\$2,692.92	-	-
			Monthly	\$4,571.60	\$4,800.21	\$5,040.19	\$5,292.21	\$5,556.83	\$5,834.66	-	-
UTILITY MAINT WORKER WWC III	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
UTILITY MAINT WORKER WWC IV	G50	WCEA	Bi-Weekly	\$2,570.80	\$2,699.34	\$2,834.30	\$2,976.01	\$3,124.83	\$3,281.06	-	-
			Monthly	\$5,570.06	\$5,848.56	\$6,140.97	\$6,448.03	\$6,770.46	\$7,108.96	-	-
WASTEWATER SYSTEMS ADMIN	M141	MMPA	Bi-Weekly	\$4,888.89	\$5,133.32	\$5,389.99	\$5,659.49	\$5,942.47	\$6,239.60	-	-
			Monthly	\$10,592.59	\$11,122.20	\$11,678.32	\$12,262.22	\$12,875.36	\$13,519.14	-	-
WATER METER SERVICES TECH	G46	WCEA	Bi-Weekly	\$2,329.01	\$2,445.47	\$2,567.73	\$2,696.13	\$2,830.94	\$2,972.47	-	-
			Monthly	\$5,046.20	\$5,298.51	\$5,563.42	\$5,841.61	\$6,133.71	\$6,440.35	-	-
WATER POLL CTRL O-I-T	G40	WCEA	Bi-Weekly	\$2,008.32	\$2,108.72	\$2,214.15	\$2,324.86	\$2,441.10	\$2,563.16	-	-
			Monthly	\$4,351.36	\$4,568.89	\$4,797.33	\$5,037.19	\$5,289.05	\$5,553.52	-	-
WATER POLL CTRL OPER I	G51	WCEA	Bi-Weekly	\$2,635.07	\$2,766.82	\$2,905.16	\$3,050.41	\$3,202.96	\$3,363.09	-	-
			Monthly	\$5,709.32	\$5,994.78	\$6,294.51	\$6,609.22	\$6,939.74	\$7,286.69	-	-
WATER POLL CTRL OPER II	G55	WCEA	Bi-Weekly	\$2,908.63	\$3,054.06	\$3,206.75	\$3,367.10	\$3,535.45	\$3,712.22	-	-
			Monthly	\$6,302.03	\$6,617.12	\$6,947.97	\$7,295.39	\$7,660.14	\$8,043.13	-	-
WATER POLL CTRL OPER III	G59	WCEA	Bi-Weekly	\$3,210.57	\$3,371.10	\$3,539.65	\$3,716.64	\$3,902.47	\$4,097.59	-	-
			Monthly	\$6,956.24	\$7,304.05	\$7,669.24	\$8,052.72	\$8,455.35	\$8,878.11	-	-
WATER POLL CTRL OPER IV	G63	WCEA	Bi-Weekly	\$3,543.86	\$3,721.06	\$3,907.11	\$4,102.47	\$4,307.60	\$4,522.96	-	-
			Monthly	\$7,678.37	\$8,062.30	\$8,465.42	\$8,888.70	\$9,333.13	\$9,799.75	-	-
WATER QUALITY SPECIALIST I	G48	WCEA	Bi-Weekly	\$2,446.92	\$2,569.27	\$2,697.72	\$2,832.62	\$2,974.25	\$3,122.96	-	-
			Monthly	\$5,301.65	\$5,566.75	\$5,845.07	\$6,137.35	\$6,444.20	\$6,766.40	-	-
WATER QUALITY SPECIALIST II	G52	WCEA	Bi-Weekly	\$2,700.93	\$2,835.98	\$2,977.80	\$3,126.67	\$3,283.02	\$3,447.17	-	-
			Monthly	\$5,852.02	\$6,144.63	\$6,451.89	\$6,774.46	\$7,113.20	\$7,468.86	-	-
WATER SYSTEMS ADMINISTRATOR	M141	MMPA	Bi-Weekly	\$4,888.89	\$5,133.32	\$5,389.99	\$5,659.49	\$5,942.47	\$6,239.60	-	-
			Monthly	\$10,592.59	\$11,122.20	\$11,678.32	\$12,262.22	\$12,875.36	\$13,519.14	-	-
WATER SYSTEMS OPERATOR I	G42	WCEA	Bi-Weekly	\$2,109.97	\$2,215.48	\$2,326.24	\$2,442.56	\$2,564.69	\$2,692.92	-	-
			Monthly	\$4,571.60	\$4,800.21	\$5,040.19	\$5,292.21	\$5,556.83	\$5,834.66	-	-
WATER SYSTEMS OPERATOR II	G50	WCEA	Bi-Weekly	\$2,570.80	\$2,699.34	\$2,834.30	\$2,976.01	\$3,124.83	\$3,281.06	-	-
			Monthly	\$5,570.06	\$5,848.56	\$6,140.97	\$6,448.03	\$6,770.46	\$7,108.96	-	-
WATER/WASTE INSTR TECH	G62	WCEA	Bi-Weekly	\$3,457.42	\$3,630.31	\$3,811.83	\$4,002.41	\$4,202.52	\$4,412.66	-	-
			Monthly	\$7,491.08	\$7,865.68	\$8,258.96	\$8,671.89	\$9,105.47	\$9,560.76	-	-
WPCF CHIEF OPERATOR	M132	MMPA	Bi-Weekly	\$3,914.66	\$4,110.40	\$4,315.92	\$4,531.70	\$4,758.30	\$4,996.22	-	-
			Monthly	\$8,481.77	\$8,905.86	\$9,351.17	\$9,818.69	\$10,309.66	\$10,825.15	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective April 1, 2025

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES

CLASSIFICATION	GRADE	GROUP	Period	1	2	3	4	5	6	7	8
ACTIVITY LEADER I	901	TEMP	Hourly	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	-	-	-
ACTIVITY LEADER II	905	TEMP	Hourly	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00	-	-	-
ACTIVITY MANAGER	909	TEMP	Hourly	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00	-	-	-
CIVIC FELLOW	917	TEMP	Hourly	\$20.00	\$25.00	-	-	-	-	-	-
INTERN	925	TEMP	Hourly	\$17.00	\$18.00	\$19.00	\$20.00	\$21.00	-	-	-
LIBRARY CIRCULATION ASSISTANT	927	TEMP	Hourly	\$18.94	\$19.19	\$19.44	\$19.69	\$19.94	-	-	-
LIBRARY PAGE	929	TEMP	Hourly	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	-	-	-
LIBRARY PROGRAM ASSISTANT	931	TEMP	Hourly	\$20.90	\$21.15	\$21.40	\$21.65	\$21.90	-	-	-
LIFEGUARD / AIDE	933	TEMP	Hourly	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00	-	-	-
LIFEGUARD / INSTRUCTOR	937	TEMP	Hourly	\$19.00	\$19.25	\$19.50	\$19.75	\$20.00	-	-	-
MAKERSPACE LEAD	938	TEMP	Hourly	\$23.08	\$23.58	\$24.08	\$24.58	\$25.08	-	-	-
MAKERSPACE SUPPORT STAFF	939	TEMP	Hourly	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	-	-	-
MAKERSPACE TECHNICIAN	940	TEMP	Hourly	\$20.90	\$21.40	\$21.90	\$22.40	\$22.90	-	-	-
POOL MANAGER	941	TEMP	Hourly	\$21.50	\$21.75	\$22.00	\$22.25	\$22.50	-	-	-
RECREATION FACILITY AIDE	945	TEMP	Hourly	\$19.25	\$19.50	\$19.75	\$20.00	\$20.25	-	-	-
SPECIAL PROGRAM COORDINATOR	949	TEMP	Hourly	\$20.50	\$20.75	\$21.00	\$21.25	\$21.50	-	-	-
SWIM INSTRUCTOR AIDE	953	TEMP	Hourly	\$16.50	\$16.75	\$17.00	\$17.25	\$17.50	-	-	-



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.8
SUBJECT: Job Description Updates - Maintenance Worker Series, Utilities Maintenance Worker Series and Library Positions

Recommendation for Action: Staff recommends the City Council approve updated job descriptions for the Maintenance Worker Series, Utilities Maintenance Worker Series, Library Associate I/II and Circulation Supervisor.

Staff Contact:

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

Fiscal Impact:

There is no fiscal impact resulting from modification of the job descriptions.

Discussion:

Staff have identified several job descriptions that require modification to ensure these descriptions are accurate and reflect the actual duties of the position, or to make adjustments based on organizational needs. The following job descriptions have been updated and are included for Council approval:

Maintenance Worker Series - This series of positions includes the Maintenance Worker I/II, Maintenance Worker III, Senior Maintenance Worker and Maintenance Supervisor job descriptions. The employees in these positions are those who perform a variety of tasks and oversee, among many things, the construction, maintenance and repair of streets, sidewalks, curbs, gutters and signs and markings. Most of these job descriptions have not been updated since 2006, and the proposed adjustments are intended to modernize and clarify the duties of these positions, as well as update related certifications and job experience requirements. No changes to the salary ranges are proposed for these positions.

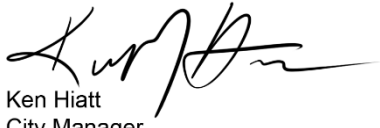
Utility Maintenance Worker Series - This series of positions includes the Utilities Maintenance Worker I/II, Utilities Maintenance Worker III/IV (Water and Sewer), and Senior Utilities Maintenance Worker (Water and Sewer) job descriptions. The employees in these positions are those who are charged with performing a variety of tasks in support of the City's water, sewer and storm drain utility systems. These job descriptions were last updated in 2017 and require some modernization and update of relevant duties, work experience and certifications. No changes to the salary ranges are proposed for these positions.

Library Positions - Two new job titles are proposed to replace one existing job description. The current job classification of Library Technical Assistant I/II/III was last updated ten years ago, and, based upon review by the Library Services Director, no longer reflects the current work effort or the needs of the department. This classification is proposed to be replaced with the new job classifications of Library Associate I/II and Circulation Supervisor. No changes to the salary ranges are proposed for these positions.

Conclusion:

Staff recommends the City Council approve updated job descriptions for the Maintenance Worker Series, Utilities Maintenance Worker Series, Library Associate I/II and Circulation Supervisor.

Prepared by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. Circulation Supervisor
2. Library Associate I II
3. Senior Maintenance Worker
4. Maintenance Worker I-II
5. Maintenance Worker III
6. Maintenance Supervisor
7. Senior Utilities Maintenance Worker- Sewer
8. Senior Utilities Maintenance Worker- Water
9. Utilities Maintenance Worker I II
10. Utilities Maintenance Worker III IV Sewer
11. Utilities Maintenance Worker III IV Water

CIRCULATION SUPERVISOR

DEFINITION

The Circulation Supervisor ensures staff provides excellent customer service, provides effective leadership to the temporary library assistants and pages, ensures efficient circulation and re-shelving of library materials and assists the Library Director in managing the library.

DISTINGUISHING CHARACTERISTICS

This is the third level of the library paraprofessional services. This is distinguished by a Library Associate I and Library Associate II as this position may serve as a lead worker and perform the more responsible paraprofessional library work. This position is distinguished from a Library Program Manager classification in that the latter performs a variety of professional librarian responsibilities.

SUPERVISION RECEIVED

Work is performed under the direction of the Library Director.

SUPERVISION EXERCISED

Supervision of extra help library pages, library assistants and volunteers working in the circulation department.

RESPONSIBILITIES AND ESSENTIAL DUTIES

An employee in this position may be called upon to do any or all of the following essential duties:

- Organize and supervise all aspects of circulation including material check-in and check-out, shelving and Interlibrary loan services
- Interview, train, supervise and evaluate employees working in circulation.
- Be the knowledge expert and key contact for the library's Inter Library System (ILS) catalog, Link Plus and patron management software
- Schedule staff
- Provide excellent service to the public and assist patrons with public computer use, printing, copying, scanning, email, etc.
- Assist patrons in performing reference searches, selecting and locating materials, and providing reader's advisory services
- Handle patron questions, requests, suggestions, complaints and disputes in a courteous and professional manner with minimal supervision
- Maintain patron registration records
- Oversee billing for damaged and replacement items
- Adhere to the Library privacy law, with the ability to maintain confidentiality and use appropriate judgement in handling information and records

- Assist with collection development, primarily through weeding of the collection and suggestions on new titles
- Work with the Sacramento Public Library and partners on circulation affairs and concerns, including participation in circulation meetings and training sessions
- Participate in library-wide initiatives and programs
- Enforce existing Library policies and suggest edits and new policies as needed.
- Coordinate display spaces
- Maintain, edit and create process documentation as needed to support circulation functions
- Play an active role on the leadership team, including participating in regular staff meetings
- Recommend new or modified library services, programs, procedures, or collections to administration as appropriate
- Stay up to date on current and emerging trends in library services, customer service, and other industries
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety
- Other duties and special projects as assigned

QUALIFICATIONS

Knowledge of

- Knowledge of the principles, methods and practices of professional business administration and management, preferably in a library environment.
- Operation and programs of library computer applications, methods and computer equipment.
- Knowledge of library ILS software, especially Sierra or other library management software.
- Experience with Canva or similar graphic program.

Skills to:

- Understand and clearly provide information to the general public regarding library department services.
- Perform a variety of library technical and clerical work with speed and accuracy.
- Communicate clearly and effectively, both in oral and written form; understand and carry out both oral and written instructions.

Ability to:

- Ability to train and supervise the work of others. Ability to work effectively with the general public and other employees.
- Ability to address and resolve patron conflict equitably.
- Proficiency with standard business applications and software including email, web browsers, web applications, and Microsoft Word, Excel and PowerPoint.

Education and Experience:

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

Education

Associate's degree or higher preferred, preferably with course work in management and/or library science.

Experience:

A minimum of five (5) years working in a library setting is required; highly desirable five (5) to eight (8) years of experience working directly with patrons in a public library. A minimum of one (1) year of supervisory experience and training staff is required. Please note: Additional qualifying experience can substitute for the required education on a year-for-year basis up to four (4) years.

WORKING CONDITIONS

Majority of work is performed in a library environment and the surrounding Woodland community. Requires some evenings and weekends. Requires periodic participation and attendance at events and training.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 25 pounds of force occasionally, and/or in excess of 50 pounds of force constantly to move objects.

Other Requirements:

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

Environmental Factors: May be subjected to odors, dusts, fumes, extreme temperatures, and work space restrictions.

City Council: April 2025

LIBRARY ASSOCIATE I/II

DEFINITION

Under general direction, the Library Associate I/II provides a wide range of customer services and primarily supports the professional librarian staff in program planning and production, collection development, maintenance, outreach, and publicity. This is the entry level position in the Library Paraprofessional Series.

SUPERVISION RECEIVED AND EXERCISED

Library Associate I: This is the entry level class in the paraprofessional Library Associate series. This class is distinguished from the Library Associate II level by the assignment of the more routine and repetitive duties that are performed according to established procedures and under immediate supervision. Under this concept, positions assigned to the classification of Library Associate II which become vacant may reasonably be filled at the Library Associate I level. Work is performed under the direction of the Library Program Managers and Library Director. Responsibilities may include supervision of Extra Help Library Assistants and Library Pages.

Library Associate II: This is the advanced level of the Library Paraprofessional Series and is distinguished from the Library Associate I level by more complex, responsible, and sensitive duties in support of the department. The Library Associate II performs the most complex assignments with minimal detailed instructions or guidance. Appointment to the Library Associate II level requires that the employee be performing the full range of duties and meet the qualification standards. A Library Associate II is expected to perform assigned duties with only occasional instruction or assistance, and work is normally reviewed only on completion. General Direction is provided by the Library Director. Responsibilities may include supervision of Extra Help Library Assistants and pages.

RESPONSIBILITIES AND EXAMPLES OF DUTIES

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

Library Associate I

- Presents programs and activities for diverse ages groups, to encourage reading and encourage use of the library
- Plans, and presents Storytime in accordance with early literacy standards, incorporating current and emerging technology as appropriate
- Presents outreach programs during regular visits to schools and other community organizations
- Assists with the planning and implementation of programs, teaches computer classes, and participates in outreach activities to promote libraries to seniors, neighborhoods, businesses, and schools
- Creates and maintains displays, decorations and informational materials in a designated library program area

- Publicizes and promotes scheduled events around the community
- Updates Library social media with events and other content as needed.
- Takes photos of programs
- Request supplies for programming
- Provides public service reference in person, by telephone, and electronically; if necessary, refers questions to a Library Program Manager; uses information sources including online databases, print and media sources to answer questions and to locate information; refers situational or unusual questions or problems to appropriate professional staff
- Trains the public to use and understand information and technology resources
- Provides customer service at all public desks
- Publicize the library through creating graphically designed promotional items and update monthly calendars and displays
- Play an active role on the library team, including participating in regular staff meetings
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety

Library Associate II

The Library Associate II performs all the duties of the Library Associate I and includes additional responsibilities.

- Select books for specific categories, update and maintain publications and other library material, assist with weeding process
- Process new materials and collections
- Enhance access to library collection by reclassifying library materials using the current edition of Dewey Decimal Classification
- Recommend new or modified library services, programs, procedures, or collections to administration as appropriate.
- Stay up to date on current and emerging trends in library services, customer service, and other industries.

OTHER JOB FUNCTIONS

- May train and assign routine tasks and provide technical instruction to part-time positions in area of responsibility
- Post, file, maintain recurring accumulative records; compile data and prepare summary activity reports including circulation statistics, user and loan survey reports and materials collection lists Perform related duties as assigned

Library Associate II (In addition)

- Performs complex fiscal administrative work, identifies and completes a range of special work assignments, and oversees current and future fiscal processes and projects for the library.
- Prepares invoices for payment; codes invoices into the city's Enterprise Resource Platform (ERP); sends invoices to the City of Woodland for payment; creates new city vendor accounts; modifies city vendor accounts; records expenses against budget for library accounts; copies and files invoices;

resolves issues with vendor accounts and billing/payment; attends work plan and other meetings as required; processes contracts and requisitions.

- Tracks collection expenditures and other expenses in preparation for State Reports.
- Serves as a link between City Finance staff and Library staff.
- Works with the Library Director to prepare financial reports, maintain expenditure budgets, and track income from all sources.

QUALIFICATIONS

Library Associate I

Knowledge of:

- General types and uses of library materials, including basic reference sources and materials.
- Basic arithmetic.
- Basic public desk etiquette, telephone etiquette and communication skills.
- Safety principles, practices and procedures.
- Operation and programs of a personal computer

Skill to:

- Provide information to the general public regarding library department services.
- Learn library practices and procedures, and the location of materials in the libraries.
- Perform a variety of library technical and clerical work with speed and accuracy.
- Communicate clearly and effectively, both in oral and written form.
- Understand and carry out both oral and written instructions.
- Type at a speed necessary for adequate job performance.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

Ability to:

- Make use of a library automated system including indices, catalogs and other on-line research methods.
- Work weekend and evening shifts as assigned.
- Develop cooperative public relations with co-workers and the general public.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Education and Experience:

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

Education:

Equivalent to completion of the twelfth grade.

Experience:

Two (2) year of experience performing general clerical or related work in a public library system.

Library Technical Assistant II

In addition to the requirements for Library Technical Assistant I:

Knowledge of:

- Standard public library procedures of a complex nature including cataloging, bibliographic search procedures and the use of a variety of reference sources and materials.

Skill to:

- Perform a variety of technical and clerical library work with speed and accuracy.
- Interpret and apply library procedures and policies.

Ability to:

- Use sound independent judgment within established guidelines.
- Perform office support work including preparing reports and other written materials.
- Maintain accurate records and files.
- Provide basic reference assistance to library patrons and technical assistance to subordinate library personnel.

Education:

High School diploma or GED, additional education is a plus

Experience:

Four (4) years of technical and clerical library experience performing duties comparable to those of a Library Associate I for the City of Woodland. Please note: Additional qualifying experience can substitute for the required education on a year-for-years basis up to two years.

WORKING CONDITIONS

Majority of work is performed in a library environment and the surrounding Woodland community. Requires some evenings and weekends. Requires periodic participation and attendance at events and training.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 25 pounds of force occasionally, and/or in excess of 50 pounds of force constantly to move objects.

Other Requirements:

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

Environmental Factors: May be subjected to moving odors, dusts, gases, extreme temperatures, and workspace restrictions.

Approved: April 2025



SENIOR MAINTENANCE WORKER

DEFINITION

To plan, organize, perform tasks and supervise in the daily operations of the Maintenance Worker classifications. Install, inspect, maintain, troubleshoot, upgrade and repair City-owned streets, parking lots and sidewalks.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Maintenance Supervisor, or his/her designee. This is a journey-level position that will provide supervision over the Maintenance Worker classification, as well as less experienced full-time and temporary staff.

EXAMPLES OF DUTIES

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

ESSENTIAL JOB FUNCTIONS

- Assist the Maintenance Supervisor with development of maintenance procedures and reports
- Complete Employee Performance Appraisals and assist in training personnel as assigned
- Promote, maintain and correct unsafe/working conditions
- Provide lead supervision and technical support to staff
- Schedule and maintain comprehensive meetings and create agendas
- Install, inspect, maintain, troubleshoot, repair, and upgrade a wide variety of streets, sidewalk equipment
- Verify equipment compatibility with existing installations
- Conduct routine maintenance on streets, sidewalk equipment and traffic control devices
- Keep accurate and up-to-date records and notes on all related assignments
- Review contract construction projects and submittals
- Assist other departments in addressing Right of Way (ROW) issues within the city; this may include homeless camps, illegal dumping and blight related issues
- Inspect and test equipment
- Proficiently read and interpret construction drawings, submittals, and repair manuals
- Prepare plans and specifications for the procurement of parts and supplies on assigned projects
- Ensure that proper safety precautions and safe work methods are followed
- Assist with the preparation of standard operating procedures
- Develop "punch lists" for work to be completed or corrected during construction
- Perform other duties as assigned

- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on ROW infrastructure and equipment impacting the public

OTHER JOB FUNCTIONS

- Present oral and written reports
- Prepare and maintain accurate maintenance and repair records using city software
- Attend construction meetings
- Create work orders and enter invoices
- Perform street and sidewalk inspections
- Use and maintain a variety of tools and test equipment as requires
- Answer emergency calls and performs emergency repairs
- Meet all standby program requirements; take standby duty, work any shifts including weekends and holidays
- Assists in the annual budget preparation for the Streets Group, as directed
- Perform related duties as assigned

QUALIFICATIONS

Knowledge of:

- In depth knowledge of streets and sidewalk equipment, as it relates to the City's ROW infrastructure
- Fundamental principles of personal computers and their operational and maintenance software programs
- Methods, tools and equipment used to maintain, repair, test, troubleshoot, calibrate, and perform preventative maintenance on a wide variety of streets equipment
- Safe work practices, applicable codes, laws and ordinances, and practices of leadership
- Comprehensive knowledge of City of Woodland Policies and procedures contained in the Department Illness and Injury Prevention Program

Skills to:

- Interact effectively and courteously with the public
- Safely use heavy equipment and hand tools
- Read and follow construction plans and specifications
- Examine and diagnose cause of asphalt and sidewalk failures
- Respond quickly in emergencies
- Communicate clearly and concisely, both orally, and in writing
- Keep accurate records
- Field supervision and training of Maintenance Worker III classification

Ability to:

- Lead, organize and review the work of staff in the assigned groups
- Work independently and exercise good judgment
- Use and care for tools and test equipment used in maintaining and repairing streets, sidewalks and traffic control devices

- Use Maintenance Management Software
- Make cost estimates of labor and materials, maintain detailed records, and create oral and written reports
- Follow oral and written instructions/directions
- Read and interpret streets and sidewalk drawings, plans and specifications
- Establish and maintain effective work relationships
- Operate assigned equipment proficiently
- Ability to setup efficient and safe traffic control worksites in high-volume vehicle traffic areas
- Apply good judgement and practical knowledge to help resolve unusual or irregular problems related to the work assigned

Minimum Education and Experience

Education:

- High school diploma or equivalent. Coursework or training in construction maintenance or closely related field is highly desirable
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

Experience:

- Three (3) years of experience performing duties comparable to those of Maintenance Worker II

Licenses and Certificates:

- Required upon hire:
 - Valid class B California Driver's License with Tank and Air Brake Endorsements and DMV Medical. Class A with the same equivalent endorsements is desirable.
- Licenses and certifications required prior to permanent appointment:
 - First Aid and CPR/First Aid Certifications
 - Work Zone/Flagger Safety Certification
 - Hazwoper/Sharps 24-hour Certification
 - Forklift Certification
 - Competent Person Certification
 - Backhoe & Mini Excavator Certification
 - IMSA or Approved Signs Technician Level II Certification

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

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

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



MAINTENANCE WORKER I / II

DEFINITION

Performs a variety of semi-skilled and skilled tasks in the construction, maintenance, and repair of streets, sidewalks, traffic control, curbs, gutters, signs and markings.

SUPERVISION RECEIVED AND EXERCISED

Immediate supervision is provided by the Maintenance Worker III. Technical or functional supervision is also provided by higher level maintenance personnel. For the Maintenance Worker II position, assignments may require lead responsibilities over less experienced personnel and/or temporary workers as assigned.

Maintenance Worker I:

This is the entry level class in the Maintenance Worker series. The Maintenance Worker I may often perform many of the duties required of Maintenance Worker II but is not expected to have the depth of experience, skill level and certifications of the Maintenance Worker II. As a result, the Maintenance Worker I will have fewer opportunities to exercise independent discretion and judgment on matters related to work procedures and methods. This position is required to work any shift, weekends and holidays as needed.

Maintenance Worker II:

This is the journey level in the Maintenance Worker series. This class differs from Maintenance Worker I in that incumbents perform more complex maintenance duties including working independently, exercising judgment, and operating the full range of tools and mechanical equipment related to a specific assignment. The Maintenance Worker II may also be expected to assist in the oversight and training of less experienced personnel. Positions in this class are flexibly staffed and are normally filled by advancement from the Maintenance Worker I level, or by candidates with prior work experience elsewhere. This position is required to meet all Standby Program requirements, take standby duty, and to work any shift, weekends and holidays as needed.

EXAMPLES OF DUTIES

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

ESSENTIAL JOB FUNCTIONS

- Assist other departments in addressing Right of Way (ROW) issues within the city, this may include homeless camps, illegal dumping and blight related issues
- Ensure that safe traffic control measures are deployed, and that proper safety precautions and safe work methods are followed
- Design, fabricate, and install traffic signs and markings, set up barricades, direct traffic, and remove traffic control devices as needed

- Assist the Signs and Markings Group with the installation of signs and road markings
- Operate a variety of light and moderately heavy construction and maintenance equipment including such pieces as a loader, dump truck, water truck, steel rollers, zipper, mastic machine, crack seal machine and rubber-tired tractor with all attachments in order to perform a variety of routine construction and maintenance operations. Operate forklift as assigned and trained.
- Ability to set, form, pour, and finish concrete is required to repair curbs, gutters, driveways, and sidewalks
- Keep and record accurate and up to date records on all assignments using city maintenance management software
- Promote and maintain safe working conditions and correct unsafe working conditions
- Inspect, maintain, troubleshoot, repair, and upgrade a wide variety of streets and sidewalk equipment
- Prepare plans and specifications for the procurement of parts and supplies on assigned projects
- Perform other duties as assigned
- Regular, punctual attendance is an essential function of the position

OTHER JOB FUNCTIONS

- Assist with the preparation of standard operating procedures
- Record as-built improvements using current City format for documentation
- Perform street and sidewalk inspections
- Develop “punch lists” for work to be completed or corrected during construction
- Use and maintain a variety of tools and test equipment as required
- Conduct routine maintenance on streets, sidewalk equipment and traffic control devices.
- Assist with preparation for and perform duties during storms
- Answer emergency calls and perform emergency repairs
- Meet all standby program requirements; take standby duty, work any shifts, including weekends and holidays

QUALIFICATIONS

MAINTENANCE WORKER I:

Knowledge of:

- Streets and sidewalk equipment, as it relates to the City’s ROW infrastructure
- Personal computers and related operational and maintenance software programs
- Use of general construction tools and equipment
- Understanding of City of Woodland policies and procedures
- Methods, tools and equipment used to maintain, repair, test, troubleshoot, calibrate, and perform preventative maintenance on a wide variety of streets equipment
- Safe work practices, applicable codes, laws and ordinances, and practices of leadership

Skills to:

- Use hand and power tools required in general construction and maintenance work.
- Perform unskilled and semi-skilled tasks in a variety of construction and maintenance activities.
- Understand and carry out both oral and written directions
- Respond quickly in emergencies
- Interact effectively and courteously with the public
- Communicate clearly and concisely, both orally, and in writing
- Keep accurate records

Ability to:

- Perform heavy manual labor.
- Learn to operate various construction maintenance equipment and machinery.
- Identify possible public safety hazards

Minimum Education and Experience**MAINTENANCE WORKER I:****Education:**

- High school diploma or equivalent
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

Experience:

- One (1) year of experience in construction or related field

Licenses and Certifications:

- Licenses and certifications required prior to permanent appointment:
 - Work Zone Safety/Flagger Certification
 - Competent Person Certification
 - First Aid and CPR/First Aid Certification
 - Hazwoper / Sharps 24-hour Certification
 - Forklift Certification
 - Valid class B California Driver's License with Tank and Air Brake Endorsements and DMV Medical Certification. Class A California Driver's License with the same equivalent endorsements is desirable

MAINTENANCE WORKER II:

In addition to the qualifications for Maintenance Worker I:

Knowledge of:

- In depth knowledge of streets and sidewalk equipment, as it relates to the City's ROW infrastructure
- Methods, techniques and tools and the operational characteristics of mechanical equipment used in the construction and maintenance of ROW infrastructure
- Traffic laws, ordinances, and rules involved in truck and equipment operations

- Applicable codes, regulations and safety orders
- Safety precautions in the use, general cleaning and maintenance of equipment including light power equipment

Skills to:

- Operate a variety of vehicular and stationary mechanical equipment in a safe and effective manner
- Work independently in performing semi-skilled and skilled maintenance work
- Use and operate hand tools, mechanical equipment, and power tools and equipment required for the work in a safe and efficient manner
- Read and interpret basic maps and blueprints
- Assist in the supervision and training of less experienced personnel
- Maintain written records and reports

Ability to:

- Perform skilled maintenance, construction and repair in the area of work assigned
- Operate a variety of vehicular and stationary mechanical equipment in a safe and effective manner in routine situations
- Apply good judgment and practical knowledge to resolve unusual or irregular problems in the area of work assigned

Minimum Education and Experience

Education:

- High School Diploma or equivalent. Coursework or training in construction maintenance or closely related field is highly desirable
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

Experience:

- One (1) year of experience performing duties comparable to those of Maintenance Worker I

Licenses and Certifications:

- Required upon hire:
 - Valid class B California Driver's License with Tank and Air Brake Endorsements and DMV Medical. Class A with the same equivalent endorsements is desirable
- Licenses and certifications required prior to permanent appointment:
 - Possession of all certifications required of a Maintenance Worker I
 - Backhoe & Mini Excavator Certification
 - IMSA or Approved Signs Technician Level I Certification

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

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

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



MAINTENANCE WORKER III

DEFINITION

To plan, organize, perform tasks and supervise in a leadership capacity the daily operations of the Maintenance Worker classification. Install, inspect, maintain, troubleshoot, upgrade and repair City-owned streets, parking lots and sidewalks.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by Maintenance Supervisor, or his/her designee. This is the journey level of the Maintenance Worker series and provides supervision over the Maintenance Worker I/II and less experienced temporary staff. It is distinguished from the Maintenance Worker II classification in that positions assigned to this class are expected to perform the most complex and highly skilled maintenance duties of the division assigned under minimal supervision

EXAMPLES OF DUTIES

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

ESSENTIAL JOB FUNCTIONS

- Assist the Maintenance Supervisor with development of maintenance procedures and reports
- Assist with Employee Performance Appraisal and training personnel as assigned
- Promote, maintain and correct unsafe/working conditions
- Assist Signs and Markings Group with the installation of signs and road markings
- Provide lead supervision and technical support to staff
- Inspect, maintain, repair and operate a wide variety of streets and sidewalk equipment and other equipment needed to complete assigned work
- Verify equipment compatibility with existing installations
- Conduct routine maintenance on streets, sidewalk equipment and traffic control devices
- Keep accurate and up-to-date records and notes on all related assignments using current City software and asset management/tracking equipment
- Review contract construction projects and submittals
- Assist other departments in addressing Right of Way (ROW) issues within the city. This may include homeless camps, illegal dumping and blight related issues
- Proficiently read and interpret construction drawings, submittals, and repair manuals
- Prepare plans and specifications for the procurement of parts and supplies on assigned projects
- Ensure that proper safety precautions and safe work methods are followed
- Assist with the preparation of standard operating procedures
- Act as a lead worker for a crew of maintenance workers on assigned projects
- Comply with policies and procedures of the Department Illness and Injury Prevention Program

- Develop “punch lists” for work to be completed or corrected during construction
- Perform other duties as assigned
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on equipment impacting the public

OTHER JOB FUNCTIONS

- Provide general information to the public, other city departments, and vendors pertaining to area of assignment
- Perform preventative maintenance and minor repairs on assigned equipment
- Prepare and maintain accurate maintenance and repair records
- Present oral and written reports
- Create work orders and enter invoices
- Perform street and sidewalk inspections
- Use and maintain a variety of tools and test equipment as required
- Answer emergency calls and performs emergency repairs
- Assist in the annual budget preparation for the Streets Group as directed
- Work cooperatively with others.
- Drive vehicles and equipment as required
- Perform related duties as assigned.
- May work any shift, including weekends and holidays

QUALIFICATIONS

Knowledge of:

- Operational characteristics of equipment used in the construction and maintenance of the City’s ROW infrastructure
- Fundamental operation of personal computers and the software programs used by the city
- Methods, tools, and equipment used to maintain and repair test, calibrate a wide variety of streets equipment
- Hazards associated with the assigned work and proper safety precautions including appropriate traffic control devices and safe work practices, applicable codes, laws and ordinances
- Comprehensive knowledge of City of Woodland Policies and procedures contained in the Department Illness and Injury Prevention Program

Skill to:

- Interact effectively and courteously with the public
- Respond quickly in emergencies
- Perform highly skilled maintenance, construction and repair work in the area of work assigned
- Operate a variety of heavy equipment and hand tools in a safe and effective manner
- Examine and diagnose cause of asphalt and sidewalk failures
- Understand and carry out both oral and written directions in an independent manner
- Maintain written records and reports

- Read and interpret basic maps and blueprints
- Assist in the preparation and presentation of training and safety related items
- Supervise and train Maintenance Worker I/II classification

Ability to:

- Lead, organize and review the work of staff in the assigned groups
- Work independently and exercise good judgment
- Use and care for tools and test equipment used in maintaining and repairing streets, sidewalks and traffic control devices
- Generate cost estimates of labor and materials, maintain detailed records, and create oral and written reports
- Follow oral and written instructions/directions
- Read and interpret streets and sidewalk drawings, plans and specifications
- Establish and maintain effective work relationships as needed
- Operate assigned equipment proficiently
- Ability to setup efficient and safe traffic control worksites in high-volume vehicle traffic areas while applying good judgement and practical knowledge to help resolve unusual or irregular problems

Minimum Education and Experience

Education:

- High school diploma or equivalent. Coursework or training in construction maintenance or closely related field is highly desirable
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

Experience:

- Three (3) years of experience performing duties comparable to those of Maintenance Worker II
- Two (2) years of supervisory experience is highly desirable

Licenses and Certificates:

- Required upon hire:
 - Valid class B California Driver's License with Tank and Air Brake Endorsements and DMV Medical. Class A with the same equivalent endorsements is desirable
- Licenses and certifications required prior to permanent appointment:
 - First Aid and CPR/First Aid Certifications
 - Work Zone/Flagger Safety Certification
 - Hazwoper/Sharps 24-hour Certification
 - Forklift Certification
 - Competent Person Certification
 - Backhoe & Mini Excavator Certification
 - IMSA or Approved Signs Technician Level II Certification

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

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

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



MAINTENANCE SUPERVISOR

DEFINITION

To plan, organize, and supervise the field maintenance employees' activities related to streets, sidewalks, special events, construction management and the safety and training of subordinates.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Public Works Operations and Maintenance Infrastructure Administrator or designee. Responsibilities include direct and indirect supervision of staff. Exercises discretion and independent judgment with respect to assigned duties. The work of this class involves substantial leadership, responsibility and decision-making.

EXAMPLES OF DUTIES

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

ESSENTIAL JOB FUNCTIONS

- Supervise and assign personnel to perform a variety of roads, sidewalks, inspections and reviews and repair of City-owned infrastructure
- Plan, organize, and supervise the work for the Right of Way (ROW) Maintenance Workers and their actions on sidewalks, urban trails, city parking lots, roadway and guardrails and other infrastructure within the City
- Evaluate work of the Maintenance Worker Groups to ensure accuracy, efficiency, and effectiveness
- Prepare and maintain accurate maintenance and repair records using city maintenance software and applications such as MS Word, MS Outlook, MS Excel
- Train subordinates on proper practices and procedures for roads, sidewalks, urban trails, sign and work zones
- Inspect road and sidewalk work performed for the City by contractors to ensure compliance with State and City codes
- Assist other departments in addressing ROW issues within the city; this may include homeless camps, illegal dumping and blight related issues
- Ensure that all safety precautions are adhered to in performance of assigned duties
- Prepare the Streets Mid-Year and annual department budgets
- Administer and monitor the assigned divisional operation budgets
- Prepare written and documented reports related to assigned programs, performance evaluations, improvement plans and administer disciplinary actions of subordinates
- Submit requests for materials, tools, equipment, and other supplies needed by the division; prepare equipment specifications; assist in maintaining expenditure records for materials and service
- Comply with and ensure implementation of Department Injury and Illness Prevention Program within assigned area of responsibility

- Assist with and perform a variety of personnel actions including selection, training, promotions, performance evaluations, disciplinary actions, and dismissals
- Work cooperatively with others, including other City departments and outside agencies
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present in order to supervise and communicate essential information to other employees, as well as to satisfy shifting public service needs and business concerns

OTHER JOB FUNCTIONS

- Answer emergency calls and perform emergency repairs
- Coordinate and assist outside agencies with streets, sidewalks, sign and road marking repairs and maintenance
- Make recommendations to other departments for supplies, materials, and services for proper functioning of their related infrastructure
- Requisition and purchase materials and supplies
- Evaluate operations and maintenance activities
- Take standby duty, if assigned

QUALIFICATIONS

Knowledge of:

- In depth knowledge of streets and sidewalk equipment, as it relates to the City's ROW infrastructure
- Comprehensive understanding of personal computers and operational and maintenance software programs
- Methods, tools and equipment used to maintain, repair, test, troubleshoot, calibrate, and perform preventative maintenance on a wide variety of streets equipment
- Comprehensive knowledge of City of Woodland Policies and procedures contained in the Department Illness and Injury Prevention Program
- Safe work practices, applicable codes, laws and ordinances, and practices of leadership
- Supervisory and training principles and practices of first line management
- Handling and disposal of hazardous waste associated with homeless camps
- Budget development, contracts management and expenditure control
- Safety programs related to street maintenance

Skill to:

- Interact effectively and courteously with the public
- Respond quickly in emergencies
- Manage, direct, coordinate, and evaluate the work of assigned personnel
- Develop, evaluate, interpret and apply divisional operations and department policies and procedures
- Read and interpret blueprints and mechanical schematics
- Communicate effectively, both orally and in writing
- Establish and maintain effective work relationships with those contacted in the performance of required duties

Ability to:

- Lead, organize and review the work of maintenance staff in the area of work assigned
- Analyze problems, identify solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply City and department policies, procedures, rules and regulations.
- Gather data and prepare reports as necessary on issues related to area of assignment
- Establish and maintain effective working relationships with those contacted in the performance of required duties
- Develop and maintain accurate and concise reports
- Prepare and maintain accurate maintenance and repair records using city maintenance software and applications such as MS Word, MS Outlook, MS Excel
- Communicate clearly and concisely, both orally and in writing
- Supervise and train assigned personnel

Minimum Education and Experience**Education:**

- High School diploma or equivalent, supplemented by coursework or training in construction and maintenance or closely related field. Certification from the American Public Works Association's Public Works Institute is highly desirable

Experience:

- Five (5) years of experience in road construction and maintenance work, at least two (2) years of which shall have been in a supervisory or lead capacity. Thirty (30) college semester units concentrated in public works maintenance, or a related field may be substituted for one (1) year of the required experience

Licenses and Certificates:

- Valid class A or B California Driver's License with Tank and Air Brake Endorsements and DMV Medical is highly desirable
- Licenses and certifications required prior to permanent appointment:
 - First Aid and CPR/First Aid Certifications
 - Work Zone/Flagger Safety Certification
 - Hazwoper/Sharps 24-hour Certification
 - Forklift Certification
 - Competent Person Certification
 - Backhoe & Mini Excavator Certification
 - IMSA or Approved Signs Technician Level II Certification

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

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

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



SENIOR UTILITIES MAINTENANCE WORKER SANITARY SEWER/STORM DRAINAGE SYSTEMS

DEFINITION:

Provides lead supervision to crews of lower-level utilities maintenance personnel. Plans, organizes and supervises the work of Utilities Maintenance Workers on the City's Sewer and Stormwater collection systems. Performs a variety of skilled work involving the construction, maintenance, repair and operation of the City's wastewater collection systems. May act as the Chief Collections Systems Operator and backup Legally Responsible Official and/or Data Submitter in their absence.

SUPERVISION RECEIVED AND EXERCISED:

General supervision is provided by a Chief Collections Systems Operator or designee. Responsibilities include providing supervision and training for semi-skilled and skilled collection systems maintenance personnel. Positions assigned to this class perform the full range of duties normally expected of the Utilities Maintenance Worker series. It is distinguished from the rest of the Maintenance Worker classification in that employees assigned to this class are expected to assume lead supervision over crews of Utilities Maintenance Workers I/II and/or III/IV'S and act as an assistant to the Chief Collections Systems Operator.

EXAMPLES OF DUTIES:

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

ESSENTIAL JOB FUNCTIONS:

- Plan, organize, and supervise the work of Utilities Maintenance Workers in the Wastewater Collections Division of the Public Works Department
- Act as a lead worker for crews of Utilities Maintenance Workers on assigned projects
- Schedule operations, maintenance and repair work, orders materials and maintain routine records including tracking budgetary items and project
- Provide training, supervision, and evaluation of assigned crew members
- Perform the most difficult and technically complex work in the maintenance, repair and operation of sewage and storm drainage collection systems
- Assist in inspecting the work of private contractors engaged in construction and maintenance activities in the city
- Ensure appropriate traffic control during all phases of construction projects
- Work cooperatively with others, including other City departments and outside agencies as necessary
- Assist in preparation and monitoring of the budget, prepares cost estimates for work to be performed; submits justification for equipment
- Operate telemetering and flow monitoring equipment
- Drive vehicles and equipment as required

- Track and review Service Requests, customer complaints and employee workload through the City's CMMS CityWorks Program
- Be familiar with the operation maintenance and minor repair of closed-circuit television (CCTV) Equipment
- Knowledgeable about the operation and maintenance of High Velocity Vacuum Cleaning Units.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety

OTHER JOB FUNCTIONS:

- Respond to public service calls and complaints
- Serve in a standby status after regular working hours and respond to emergency callouts
- Assist in the evaluation of operations and activities and make recommendations for improvements and modifications
- Assist in the preparation of reports, inquiries and projects
- Instruct subordinates in proper work techniques of equipment and safety precautions and requirements
- Perform related duties as assigned

QUALIFICATIONS:

Knowledge of:

- The City's Sanitary Sewer Management Plan (SSMPT) goals and objectives
- Operational characteristics of heavy mechanical equipment used in the construction and maintenance of wastewater collection systems
- Methods, tools, and materials for wastewater collection system operation, maintenance and repair
- Hazards associated with the collection system work and proper safety precautions
- Creation of Traffic Control Plans (TCP) including use of appropriate traffic control devices
- Budgeting practice including cost estimating and tracking for department and project budgets
- Principles of supervision, training, discipline and performance evaluation
- CA Integrated Water Quality System and National Pollutant Discharge Elimination requirements
- Reporting Requirements and MS4 Municipal Separate Storm Sewer
- System regulations, Codes, ordinances, specifications, and standards governing wastewater collection for the City of Woodland; including the American Water Works Association (AWWA), California Division of Occupational Safety and Health (CALOSHA), the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and California Stormwater Quality Association (CASQA), etc.
- Computerized maintenance management systems such as CityWorks and Microsoft Office including Excel, Word, and Outlook

Skill to:

- Perform highly skilled operation, maintenance, construction and repair work on wastewater collection systems

- Use and operate required hand tools, mechanical equipment, and power tools in a safe manner
- Direct and supervise crews of maintenance personnel
- Read and interpret plans and specifications
- Maintain both routine and complex records
- Communicate effectively, both orally and in writing
- Supervise and train less experienced personnel
- Assist in preparation of performance appraisals

Ability to:

- Lead, organize and review the work of wastewater collection division staff
- Interact effectively and courteously with the public
- Implement new and existing operation, construction, and maintenance work procedures and practices
- Operate and maintain machinery and equipment related to the construction, maintenance, repair, alteration and operation of wastewater collection systems
- Accurately collect and record data in an electronic format
- Assist in the development and analysis of regulatory and operational reports
- Interpret and apply policies and procedures
- Establish and maintain effective work relationships with those contacted in the performance of required duties

Minimum Education and Experience:

Education:

- High School Diploma or equivalent
- Supplemental coursework or training in wastewater collection or a closely related field
- Specialized coursework in closed circuit television is highly desirable
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

Experience:

- Two (2) years of experience performing duties comparable to those of a Utilities Maintenance Worker III/IV in wastewater collection

License and Certificate:

- CA Water Environment Assoc. Grade IV Wastewater Collections System Maintenance certificate upon hire
- National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Certification prior to permanent appointment
- California State Drinking Water Operator Certification Program (DWOCP) Grade II Water Distribution Operator (D1) is desirable
- Qualified Applicator Certificate (QAC- Pesticides) prior to permanent appointment
- Valid Class B California Driver's License with Tank and Air Brake Endorsements upon hire - Class A Driver's License within six (6) months of hire
- Confined Space Certification prior to permanent appointment
- Competent Person Certification prior to permanent appointment
- First Aid and CPR certifications prior to permanent appointment

- Forklift Certification prior to permanent appointment
- International Municipal Signal Association Work Zone Safety or equivalent, prior to permanent appointment

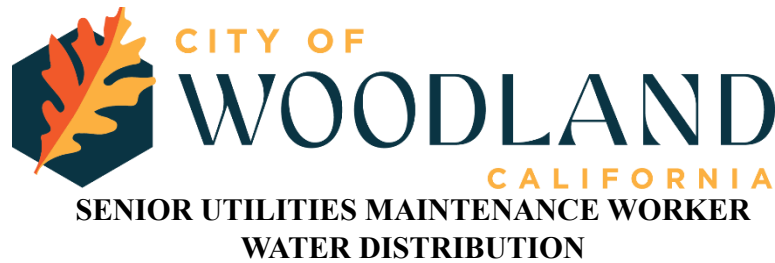
ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.
Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify shapes, sounds, forms, textures or physical appearance associated with objects and people.

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

**DEFINITION:**

Provides lead supervision to crews of lower-level utilities maintenance personnel. Plans, organizes, and supervises the work of Utilities Maintenance Workers involved in water and reclaimed water related construction, maintenance and repair. Performs a variety of technical tasks relative to the Division and is responsible for the safety and training of subordinates. May act as the Water Systems Administrator in their absence.

SUPERVISION RECEIVED AND EXERCISED:

General supervision is provided by a Water Systems Administrator or designee. Responsibilities include providing lead supervision and training for semi-skilled and skilled water utilities maintenance personnel. Employees assigned to this class perform the full range of duties normally expected of the Utilities Maintenance Worker series. It is distinguished from the rest of the Maintenance Workers classification in that employees assigned to this class are expected to assume lead supervision over crews of Utilities Maintenance Workers I/II and/or III/IV's and act as an assistant to the Water System Administrator.

EXAMPLES OF DUTIES:

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

ESSENTIAL JOB FUNCTIONS:

- Plan, organize, and supervise the work of Utilities Maintenance Workers in the Water Division of the Public Works Department
- Act as a lead worker for large crews of Utilities Maintenance Workers on assigned projects
- Schedule operations, maintenance and repair work, order materials and maintain routine records including tracking budgetary items and projects
- Provide training, supervision, and evaluation of assigned crew members
- Perform the most difficult and technically complex work in the maintenance, repair and operation of water distribution systems
- Assist in inspecting the work of private contractors engaged in construction and maintenance activities in the city
- Ensure appropriate traffic control during all phases of construction projects
- Drive vehicles and equipment as required
- Work cooperatively with others, including other City departments and outside agencies as necessary
- Assist in preparation and monitoring of the budget, prepares cost estimates for work to be performed; submits justification for equipment
- Operate telemetering and flow monitoring equipment

- Tracks and reviews Service Requests, customer complaints and employee workload through the City's CMMS CityWorks Program. Knowledgeable about the operation and maintenance of Hydro Excavators
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety

OTHER JOB FUNCTIONS:

- Respond to public service calls and complaints
- Serve in the standby rotation after regular working hours and respond to emergency callouts
- Assist in the evaluation of operations and activities and make recommendations for improvements and modifications
- Assist in the preparation of reports, inquiries and projects
- Instruct subordinates in proper work techniques of equipment and safety precautions and requirements
- Perform related duties as assigned

QUALIFICATIONS:

Knowledge of:

- Operational characteristics of heavy mechanical equipment used in the construction and maintenance of water systems
- Methods, tools, and materials used in water distribution system operation, maintenance and repair
- The hazards associated with distribution system work and proper safety precautions
- Creation of Traffic Control Plans (TCP) and use of appropriate traffic control devices
- Division of Drinking Water Regulations, ordinances and rules
- Budgeting practice including cost estimating and tracking for department and project budgets □ Principles of supervision, training, discipline and performance evaluation.
- Water quality parameters measured by the California State Water Resources Control Board (SWRCB) and the Drinking Water Operator Certification Program (DWOCP)
- Codes, ordinances, specifications, and standards governing the production and distribution of potable and recycled water for the City of Woodland, American Water Works Association (AWWA), California Division of Occupational Safety and Health (CALOSHA), the Environmental Protection Agency (EPA), and State Water Resources Control Board (SWRCB), and others
- Knowledge of and experience with aquifer storage and recovery (ASR) systems is desirable
- Computerized maintenance management systems such as CityWorks and Microsoft office including Excel, Word, and Outlook

Skill to:

- Perform highly skilled operation, maintenance, construction and repair work on potable and recycled water distribution systems
- Use and operate required hand tools, mechanical equipment, and power tools in a safe manner
- Direct and supervise crews of maintenance personnel
- Read and interpret basic plans and specifications
- Maintain both routine and complex records
- Communicate effectively, both orally and in writing

- Supervise and train less experienced personnel
- Assist in preparation of performance appraisals

Ability to:

- Lead, organize and review the work of the water distribution maintenance staff
- Interact effectively and courteously with the public
- Implement new and existing operation, construction, and maintenance work procedures and practices
- Operate and maintain machinery and equipment related to the construction, maintenance, repair, alteration and operation of potable and recycled water distribution systems
- Maintain and repair light power equipment
- Perform heavy manual labor
- Accurately collect and record data in an electronic format
- Assist in the development and analysis of regulatory and operational reports
- Interpret and apply policies and procedures
- Establish and maintain effective work relationships with those contacted in the performance of required duties

Minimum Education and Experience:

Education:

- High School Diploma or equivalent
- Supplemental coursework or training in potable and recycled water distribution, production, treatment, or a closely related field
- Specialized coursework in recycled water and aquifer storage and recovery is highly desirable
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

Experience:

- Two (2) years of experience performing duties comparable to those of a Utilities Maintenance Worker III/IV in water production and distribution

License and Certificate:

California State DWOCB board Grade IV (D4) upon hire

- Backflow Prevention Assembly Specialist Certification from American Water Works Association or Northern CA Backflow Prevention Association prior to permanent appointment
- California State DWOCB Grade II Water Treatment certificate is desirable
- Valid Class B California Driver's License with Tank and Air Brake Endorsements upon hire - Class A Driver's License within six (6) months of hire
- Confined Space Certification prior to permanent appointment
- Competent Person Certification prior to permanent appointment
- First Aid and CPR certifications prior to permanent appointment
- Forklift Certification prior to permanent appointment
- International Municipal Signal Association Work Zone Safety or equivalent prior to permanent appointment

ADA COMPLIANCE

Physical Ability: Positions in this class typically requires climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

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

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



UTILITIES MAINTENANCE WORKER I/II

DEFINITION:

To perform a variety of semi-skilled and skilled tasks in the construction, maintenance, and repair of water lines, sewers, storm drains, and pump stations.

SUPERVISION RECEIVED AND EXERCISED:

Immediate supervision is provided by the Utilities Maintenance Worker III/IV. Technical or functional supervision is also provided by higher level utilities personnel. For the Utilities Maintenance Worker II position, assignments may require lead responsibilities over less experienced personnel and/or temporary workers as assigned.

UTILITIES MAINTENANCE WORKER I:

This is the entry level class in the Utilities Maintenance Worker series. The Utilities Maintenance Worker I often performs many of the duties required of Utilities Maintenance Worker II but is not expected to have the depth of experience, skill level and certifications of the Utilities Maintenance Worker II. As a result, the Utilities Maintenance Worker I will have fewer opportunities to exercise independent discretion and judgment on matters related to work procedures and methods.

UTILITIES MAINTENANCE WORKER II:

This is the journey level in the Utilities Maintenance Worker series. This class differs from Utilities Maintenance Worker I in that incumbents perform more complex maintenance duties including working independently, exercising judgment, and operating the full range of tools and mechanical equipment related to a specific assignment. The Utilities Maintenance Worker II may also be expected to assist in the oversight and training of less experienced personnel. Positions in this class are flexibly staffed and are normally filled by advancement from level I, or by candidates with prior work experience elsewhere.

EXAMPLES OF DUTIES:

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

ESSENTIAL JOB FUNCTIONS:

- Operate a variety of light and moderately heavy construction and maintenance equipment such as a loader, dump truck, water truck, steel rollers, High Velocity Vacuum Cleaner, mole trencher, and rubber-tired tractor with all attachments
- Operate a forklift as assigned and trained

- Perform general maintenance and repair on water distribution and/or storm and wastewater collection facilities including (but not limited to) installation, testing, and backfill of service laterals

Sanitary Sewer/Storm Assignments

- Use the Closed-Circuit Television Truck, sewer cable machine, flush sewer laterals and mains, assist in sewer tap installations, clean storm drain lines and catch basins

Water Distribution Assignments

- Assist in water tap installations
- Install, remove, and repair water meters, hydrants, service valves, and mainline valves

All Utilities Maintenance Worker I/II

- Operate equipment and vehicles with possession of all necessary licenses and certificates
- Take meter and gauge readings
- Accurately maintain records and reports
- Utilize proper safety precautions related to all performed work
- Comply with the policies and procedures in the department Injury & Illness Prevention Program (IIPP)
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that the employee must be present to work on facilities and equipment impacting on the public's health and safety

OTHER JOB FUNCTIONS:

- Respond to inquiries from the general public
- Prepare as-built sketches when required to convey information to engineering for graphic documentation
- Check water meters for proper operation
- Troubleshoot registers and repair as necessary
- Initiate and discontinue water service to customer accounts as directed
- Operate telemetering and flow monitoring equipment
- Work cooperatively with others
- Perform related duties as assigned
- Both assignments will require employees to be "On Call" as needed

QUALIFICATIONS:

UTILITIES MAINTENANCE WORKER I

KNOWLEDGE OF:

- Basic methods, tools, materials, and equipment used in general construction maintenance work
- Uses and purposes of general construction tools and equipment

- Safe work practices
- Department Injury and Illness Prevention Program

SKILL TO:

- Use the hand and power tools required in general construction and maintenance work
- Perform unskilled and semi-skilled tasks in a variety of construction and maintenance activities
- Understand and carry out both oral and written directions
- Establish and maintain effective work relationships with those contacted in the performance of required duties

ABILITY TO:

- Perform heavy manual labor
- Learn to operate various construction maintenance equipment and machinery
- Identify possible public safety hazards

MINIMUM EDUCATION AND EXPERIENCE:

EDUCATION:

- High School Diploma or equivalent

EXPERIENCE:

- One (1) year of experience in construction or related field

LICENSE AND CERTIFICATE:

Sanitary Sewer/Storm Assignments

- Grade I Wastewater Collections System Maintenance certificate issued by California Water Environment Association upon permanent employment

Water Distribution Assignments

- Possession of a California State Drinking Water Operator Certification Program (DWOC) Grade I Water Distribution Operator (D1) upon permanent employment

All Utilities Maintenance Worker I/II

- Possession of a valid California Driver's License
- Class B Driver's permit and DMV Medical Certification are required within three (3) months of hire

Prior to Permanent Appointment Employee Must Obtain

- Valid Class B Driver's License with Tank and Air Brake Endorsement
- Work Zone Safety certification issued by the International Municipal Signal Association
- First Aid and CPR certifications
- Competent Person certification
- Confined Space certification

UTILITIES MAINTENANCE WORKER II:

In addition to the qualifications for Utilities Maintenance Worker I

KNOWLEDGE OF:

- Methods, techniques and tools and the operational characteristics of mechanical equipment used in the construction and maintenance of water distribution systems, and/or sewers and storm drains
- Traffic laws, ordinances, and rules involved in truck and equipment operations
- Policies and procedures contained in the Department Illness and Injury Prevention Program
- Applicable codes, regulations and safety orders
- Safety precautions in the use, general cleaning and maintenance of equipment including light power equipment.

SKILL TO:

- Operate a variety of vehicular and stationary mechanical equipment in a safe and effective manner
- Work independently in performing semi-skilled and skilled maintenance work
- Use and operate hand tools, mechanical equipment, and power tools and equipment required for the work in a safe and efficient manner
- Read and interpret basic maps and blueprints
- Assist in the supervision and training of less experienced personnel
- Maintain written records and reports

ABILITY TO:

- Perform skilled maintenance, construction and repair in the area of work assigned
- Operate a variety of vehicular and stationary mechanical equipment in a safe and effective manner in routine situations
- Apply good judgment and practical knowledge to resolve unusual or irregular problems in the area of work assigned.

MINIMUM EDUCATION AND EXPERIENCE:

EDUCATION:

- High School Diploma or equivalent.
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

EXPERIENCE:

One (1) year of experience performing duties comparable to those of a Utilities Maintenance Worker I.

LICENSE AND CERTIFICATE:

Water Distribution Assignments

- Requires possession of a DWOCF Grade II Water Distribution Operator (D2) certificate upon hire.

Sanitary Sewer/Storm Drainage Systems Assignment

- Requires possession of Grade II Wastewater Collections System Maintenance certificate issued by California Water Environment Association within 18 months of hire.
- A Pipeline Assessment and Certification Program certificate issued by the National Association of Sewer System Companies (NASSCO) is desirable.

ADA COMPLIANCE:

Physical Ability: Positions in this class typically require; climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

OTHER REQUIREMENTS:

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

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



UTILITIES MAINTENANCE WORKER III / IV WASTEWATER COLLECTION

DEFINITION:

To perform a variety of skilled and semi-skilled tasks in the construction, maintenance and repair of the City's wastewater collection facilities.

SUPERVISION RECEIVED AND EXERCISED

UTILITIES MAINTENANCE WORKER III:

General supervision is provided by higher level personnel. These are a journey level positions in the Utilities Maintenance Worker series. It is distinguished from the Utilities Maintenance Worker II classification in that positions assigned to this class are expected to perform the most complex and highly skilled maintenance duties of the Division assigned, including highly skilled heavy equipment operation under minimal supervision.

UTILITIES MAINTENANCE WORKER IV:

This is an Advance Journey level of the Utilities Maintenance Worker series. Additional responsibilities beyond those of the Utilities Maintenance Worker III (above) may include providing functional and technical supervision to lower-level maintenance personnel. Level IV employees will ensure a safe working environment: including assisting in the development and implementation of appropriate traffic control during all phases of work within the right-of-way.

EXAMPLES OF DUTIES:

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

ESSENTIAL JOB FUNCTIONS

- Operate a variety of moderately heavy and heavy construction and maintenance equipment including such pieces as a backhoe, High Velocity Vacuum Cleaner (HVVC), loader, grader, roller, crane, three-axle truck, and truck with trailer
- Perform a variety of construction and maintenance operations requiring a high level of skill and expertise including Closed-Circuit Television (CCTV)
- Use concrete cutting equipment; operate a jackhammer; pour and finish concrete; construct concrete forms and perform rough carpentry work
- Knowledge and skill to document crews work on sewer and stormwater collection systems
- Ability to set up jobs with necessary personnel, equipment and supplies
- Knowledge of and compliance with policy and procedures in the department's Injury and Illness Prevention Program (IIPP)
- Utilize proper safety precautions and set a proper example for others

- Operate telemetering and flow monitoring equipment
- Prepare field designs and as-built drawings when required to convey information to engineering for drawing documentation
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that the employee must be present to work on facilities and equipment impacting the public's health and safety.

ADDITIONAL JOB FUNCTIONS FOR UTILITIES MAINTENANCE WORKER IV:

- May act as a lead-worker for multiple crews of maintenance workers on assigned projects
- Increased responsibility and initiative for assisting in scheduling department activities and allocating resources
- Make recommendations to improve operational efficiency
- Assist in responding to challenging customer service calls and complaints

OTHER JOB FUNCTIONS:

- Provide general information to the public, other City departments, and vendors pertaining to sewer and storm drain collection systems
- Perform duties in the general maintenance and repair of sewage and stormwater collection facilities; install, test and backfill sewer service laterals
- Repair and maintain storm drains, pipes and catch basins
- Requisition materials and supplies for assigned facilities and projects
- Work cooperatively with others
- Drive vehicles and equipment as required
- Perform related duties as assigned
- Meet stand-by program requirements and serve in a stand-by status after regular working hours and respond to emergency callouts

QUALIFICATIONS:

Knowledge of:

- Operational characteristics of heavy mechanical equipment used in the construction and maintenance of wastewater collection systems.
- Methods, tools, and materials used in the construction, operation maintenance and repair of sewers and storm drain systems, and the characteristics of the material and equipment used.
- The hazards associated with the above work and proper safety precautions to minimize risk, including appropriate traffic control devices.
- The laws, ordinances and rules involved in construction, maintenance and repairs, and operating trucks and heavy equipment.
- Codes, ordinances, specifications, and standards for the City of Woodland, American Water Works Association (AWWA), California Division of Occupational Safety and Health (CALOSHA), the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), California Water Environment Association (CWEA), and California Stormwater Quality Association (CASQA) among others. Including Department of Public Health (DPH), National Pollution Discharge Elimination Systems (NPDES) and California Integrated Water Quality System (CIWQS) reporting requirements.

- The components which make up the collection systems, including life cycle estimates, condition assessment, and maintenance requirements.

Skill to:

- Perform highly skilled work in the construction, operation, maintenance and repair of wastewater collection systems.
- Operate and maintain machinery and equipment related to the maintenance, repair and operation of wastewater collection systems.
- Operate CCTV Trucks and HVVC Units for collection system inspection.
- Act as lead worker for crews of maintenance personnel.
- Assist in the training and supervision of others in the development of skills and abilities related to the construction, operation, maintenance and repair of sewers and storm drain collection systems, and in the safe operation of related equipment.
- Oversee and monitor the work of others.
- Understand and carry out both oral and written directions in an independent manner.
- Use and operate hand tools, mechanical equipment and power tools and equipment required for assigned work in a safe and efficient manner.
- Assist in preparation of performance appraisals.
- Maintain written records and reports.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Schedule daily activities for Sewer and Storm Collection System Division crews

Additional Skills for Utilities Maintenance Worker IV:

- Increased responsibility for the overall scheduling of Sewer and Storm Collection System Division activities such as preventative maintenance, and short-term and long-range system repairs.
- Offer recommendation to the Senior Utilities Maintenance Worker on work assignments, input on evaluations, etc.
- Assume the lead worker responsibilities for multiple maintenance crews when necessary
- Provide advanced supervision and training to lower-level maintenance workers.
- Proficiency with the computer programs used in the department including understanding supervisory control and data acquisition (SCADA), work order tracking software such as CityWorks, and software such as Microsoft Office
- Provide review comments on construction documents.

Ability to:

- Read and interpret plans and specifications.
- Operate and maintain machinery and equipment related to the maintenance, repair and alterations of wastewater collection.
- Maintain and repair light power equipment.
- Perform heavy manual labor.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Additional Abilities for Utilities Maintenance Worker IV:

- Understand and execute oral and written direction independently.

- Collect and enter data in an electronic format.
- Interact effectively and courteously with both internal and external customers in the performance of required duties.
- Interpret and apply policies and procedures.
- Ability to report Sewer Systems Overflow (SSO) to the state as a data submitter.

MINIMUM EDUCATION AND EXPERIENCE:

Education:

- High School Diploma or equivalent.
- Supplemental coursework or training in sewer collections, and stormwater as needed for license and certificates.
- Specialized coursework in wastewater system operation and permitting is highly desirable.
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable.

Experience:

Two years' experience performing duties comparable to those of Utilities Maintenance Worker I/II.

License and Certificate:

(Utility Maintenance Worker III and IV)

- Valid Class B California Driver's License with Tank and Air Brake Endorsements required for placement.
- Class A driver's license within six months of hire.
- Confined Space Certification prior to permanent appointment.
- Competent Person Certification prior to permanent appointment.
- First Aid and CPR certifications prior to permanent appointment.
- Forklift Certification prior to permanent appointment.
- International Municipal Signal Association Work Zone Safety or equivalent prior to permanent appointment.

Utility Maintenance Worker III Wastewater Collections/Stormwater assignment

- California Water Environment Association Grade II Wastewater Collections System Maintenance certificate required for placement; Grade III required prior to permanent appointment.
- California State Drinking Water Operator Certification Program (DWOCP) Grade I Water Distribution Operator (D1) prior to permanent appointment.
- California State DWOCP Grade I Water Treatment certificate is desirable.

Utility Maintenance Worker IV Wastewater Collections/Stormwater assignment

- Grade IV (C-4) Wastewater Collection System Certificate from CWEA required for placement.
- National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Certification prior to permanent appointment.
- HAZWOPER 24-hour certification is desirable.
- Qualified Applicator License (QAL Pesticides) is desirable.
- California State DWOCP Grade II Water Treatment certificate is desirable.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 lbs. of force occasionally, and/or in excess of 50 lbs. of force frequently, and/or in excess of 20 lbs. of force constantly to move objects.

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

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



UTILITIES MAINTENANCE WORKER III / IV WATER DISTRIBUTION

DEFINITION:

To perform a variety of skilled and semi-skilled tasks in the construction, maintenance, repair, and operation of the City's potable and recycled water distribution systems.

SUPERVISION RECEIVED AND EXERCISED

UTILITIES MAINTENANCE WORKER III:

General supervision is provided by higher level personnel. This is the Advanced Journey level of the Utilities Maintenance Worker series. It is distinguished from the Utilities Maintenance Worker II classification in that positions assigned to this class are expected to perform the most complex and highly skilled maintenance duties of the Division assigned, including highly skilled heavy equipment operation under minimal supervision.

UTILITIES MAINTENANCE WORKER IV:

This is an Advanced Journey level of the Utilities Maintenance Worker series. Additional responsibilities beyond those of the Utilities Maintenance Worker III (above) may include providing functional and technical supervision to lower-level maintenance personnel. Level IV employees will ensure a safe working environment: including assisting in the development and implementation of appropriate traffic control during all phases of work within the right-of-way.

EXAMPLES OF DUTIES

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

ESSENTIAL JOB FUNCTIONS

- Operate a variety of moderately heavy and heavy construction and maintenance equipment including such pieces as a backhoe, Vacuum Excavator, loader, grader, roller, crane, three-axle truck, and truck with trailer
- Perform a variety of construction and maintenance operations requiring a high level of skill and expertise involving water distribution and related facilities
- Use concrete cutting equipment; operate a jackhammer; pour and finish concrete; construct concrete forms and perform rough carpentry work
- Make water taps
- Knowledge of and compliance with policy and procedures in the Department's Injury and Illness Prevention Program
- Utilize proper safety precautions and set a proper example for others
- Operate telemetering and flow monitoring equipment

- Prepare field designs and as-built drawings when required to convey information to engineering for drawing documentation
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety.

ADDITIONAL JOB FUNCTIONS FOR UTILITIES MAINTENANCE WORKER IV:

- May act as a lead-worker for multiple crews of maintenance workers on assigned projects
- Increased responsibility and initiative for assisting in scheduling department activities and allocating resources
- Make recommendations to improve operational efficiency
- Assist in responding to challenging customer service calls and complaints.

OTHER JOB FUNCTIONS:

- Provide general information to the public, other City departments, and vendors pertaining to water distribution
- Perform duties in the general maintenance and repair of water distribution install, test and backfill water service laterals; install, remove, and repair water meters, hydrants, and valves
- Requisition materials and supplies for assigned facilities and projects
- Work cooperatively with others
- Drive vehicles and equipment as required. Perform related duties as assigned
- Meet stand-by program requirements and serve in a stand-by status after regular working hours and respond to emergency callouts

QUALIFICATIONS:

Knowledge of:

- Operational characteristics of heavy mechanical equipment used in the construction and maintenance of water systems
- Methods, tools, and materials used in the construction, maintenance and repair of water distribution systems and the characteristics of the material and equipment used
- Hazards associated with the above work and proper safety precautions to minimize risk, including appropriate traffic control devices
- The laws, ordinances and rules involved in construction, maintenance and repairs and operating trucks and heavy equipment Codes, ordinances, specifications, and standards governing the production and distribution of potable and recycled water for the City of Woodland, American Water Works Association (AWWA), California Division of Occupational Safety and Health (CALOSHA), the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and others.
- Components which make up the distribution systems including life cycle estimates, condition assessment and maintenance requirements
- Computerized maintenance management systems such as CityWorks and MS office, including Excel, Word, and Outlook

Skill to:

- Perform highly skilled maintenance, construction, and repair work of water distribution systems.
- Operate and maintain machinery and equipment related to the maintenance, repair and alterations of public works operations

- Act as lead worker for crews of maintenance personnel
- Assist in the training and supervision of others in the development of the skills and abilities related to the maintenance, construction, and repair of water distribution systems, and in the safe operation of related equipment
- Oversee and monitor the work of others
- Understand and carry out both oral and written directions in an independent manner
- Use and operate hand tools, mechanical equipment and power tools and equipment required for assigned work in a safe and efficient manner
- Assist in preparation of performance appraisals
- Maintain written records and reports
- Establish and maintain effective work relationships with those contacted in the performance of required duties
- Schedule daily activities for Water Division crews

Additional Skills for Utilities Maintenance Worker IV:

- Increased responsibility for the overall scheduling Water Division activities such as preventative maintenance, and short-term and long-range system repairs.
- Offer recommendations to the Senior Utilities Maintenance Worker on work assignments, input on evaluations, etc.
- Assume the lead worker responsibilities for multiple small maintenance crews when necessary
- Provide advanced supervision and training to lower-level maintenance workers
- Proficiency with the computer programs used in the department including understanding supervisory control and data acquisition (SCADA), work order tracking software such as CityWorks, and software such as Microsoft Office
- Provide review comments on construction documents
- Knowledge of the rules and regulations governing recycled water systems

Ability to:

- Read and interpret basic maps and construction drawings
- Operate and maintain machinery and equipment related to the maintenance, repair and alterations of public works operations
- Maintain and repair light power equipment
- Perform heavy manual labor
- Meet the physical requirements necessary to safely and effectively perform the assigned duties

Additional Abilities for Utilities Maintenance Worker IV:

- Understand and execute oral and written direction independently
- Collect and enter data in an electronic format
- Interact effectively and courteously with both internal and external customers in the performance of required duties
- Interpret and apply policies and procedures
- Operate and maintain a recycled water system

MINIMUM EDUCATION AND EXPERIENCE:

Education:

- High School Diploma or equivalent

- Supplemental coursework or training in potable and recycled water production, distribution, and treatment as needed for license and certificates
- Specialized coursework in recycled water and aquifer storage and recovery is highly desirable
- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

Experience:

Two (2) years' experience performing duties comparable to those of Utilities Maintenance Worker I/II in water production and distribution

License and Certificate:

(Utility Maintenance Worker III and IV)

- Valid Class B California Driver's License with Tank and Air Brake Endorsements upon hire
- Class A driver's license within six (6) months of hire
- Confined Space Certification prior to permanent appointment
- Competent Person Certification prior to permanent appointment
- First Aid and CPR certifications prior to permanent appointment
- Forklift Certification prior to permanent appointment
- International Municipal Signal Association Work Zone Safety or equivalent prior to permanent appointment

Utilities Maintenance Worker III

- California State Drinking Water Operator Certification Program (DWOCP) Grade II Water Distribution Operator (D2) certificate required for placement; Grade III (D3) required prior to permanent appointment
- California Water Environment Association Grade I Wastewater Collections System Maintenance
- Backflow Prevention Assembly Tester Certification from American Water Works Association or Northern CA Backflow Prevention Association prior to permanent appointment
- California State DWOCP I Water Treatment certificate is desirable

Utilities Maintenance Worker IV

- California State DWOCP board Grade IV (D4) required upon hire
- Backflow Prevention Assembly Specialist Certification from American Water Works Association or Northern CA Backflow Prevention Association prior to permanent appointment
- California State DWOCP Grade II Water Treatment certificate is desirable

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 lbs. of force occasionally, and/or in excess of 50 lbs. of force frequently, and/or in excess of 20 lbs. of force constantly to move objects.

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

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.9
SUBJECT: Approval of an Employment Agreement for a Retired Annuitant and Exception to the CalPERS 180-Day Wait Period

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, approving an employment agreement and exception to the CalPERS 180-Day wait period for retired annuitant John Perez.

Staff Contact:

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

Fiscal Impact:

The costs associated with hiring a retired annuitant are accounted for in the FY2024/25 budget, and no additional funds will be allocated.

Discussion:

After 24 years of service with the City, Police Officer John Perez retired effective March 30, 2025. Perez has worked in several assignments within the Police Department (PD), most recently as a Detective in the PD. Upon his retirement, Officer Perez was in the middle of several cases. Some of them are open, and may require additional investigation, and other cases are almost complete. The City is in the process of hiring new Police Officers to fill Perez's role. Officer Perez' role is critical to completing and/or transferring the cases to another detective. Officer Perez may have to testify in some of these cases and will assist in further investigations. As there are many cases nearing completion, it is critical that Officer Perez either completes the cases or provides guidance on the status and transition of these pending/open cases. Officer Perez's experience and explanation of the various cases are needed.

The City is requesting that Officer Perez return to work as a retired annuitant so that the City can seamlessly continue with the pending/open cases or until Perez's replacement is selected.

The California Public Employee Retirement System (CalPERS) has specific rules that public agencies must follow when allowing employees who have retired to return to work. Typically, once an employee retires from an agency, they are required to wait 180 days before they can return to work. However, there are rules (Gov. Code 7522.56 & 21224) that allows a contracting public agency to request a waiver of its 180-day waiting period for retired annuitants to perform work of limited duration, such as elimination of a backlog, special project work, or to perform work exceeding regular staff work.

This report seeks Council action on a resolution, as required by CalPERS, to allow the City to employ John Perez as a retired annuitant for this specific purpose. Upon completion of the special projects, which include the completion of cases and some training of the new employee, the agreement with John Perez will automatically terminate upon completion of the projects or May 12, 2026, whichever is sooner.

Conclusion:

Staff recommends the City Council adopt Resolution No. _____, approving an employment agreement and exception to the CalPERS 180-Day wait period for retired annuitant John Perez.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - J Perez Retired Annuitant Contract
2. J Perez Temp Employment Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE HIRING OF JOHN PEREZ AS A RETIRED ANNUITANT UNDER
GOVERNMENT CODE 7522.56 & 21224**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 & 21224 of the Public Employees' Retirement Law, the City of Woodland must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, John Perez, CalPERS 616218683 retired from the City of Woodland in the position of Police Officer, effective March 29, 2025; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is September 25, 2025 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council of Woodland, the City of Woodland, Police Department and John Perez certify that Officer John Perez has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council of the City of Woodland hereby appoints John Perez as an extra help retired annuitant to perform the duties of the Police Officer for the City of Woodland under Gov. Code section 21224 effective April 20, 2025; and

WHEREAS, the entire employment agreement, contract or appointment document between John Perez and the City of Woodland has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$9,439.87 and the hourly equivalent is \$54.46, and the minimum base salary for this position is \$7,044.18 and the hourly equivalent is \$40.67; and

WHEREAS, the hourly rate paid to John Perez will be \$54.46; and

WHEREAS, John Perez has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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

SECTION 1. The City hereby certifies the nature of the employment of John Perez as described herein and detailed in the attached employment agreement document.

SECTION 2. This appointment is necessary to fill the critically needed position of Police Officer for the City of Woodland by April 20, 2025 because John Perez has been working/investigating several cases and can assist the City in completing the cases or transitioning the cases to a new Officer.

SECTION 3. The City anticipates that this may take up to one (1) year, during this time Officer Perez can continue to work on closing the cases and transitioning other cases to the new Police Officer.

SECTION 4. The City approves the hire of John Perez as a retired annuitant under Government Code 21224.

SECTION 5. The City Manager on behalf of the City of Woodland is hereby authorized to take any and all actions necessary to implement the foregoing resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on this 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Rich Lansburgh, Mayor

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney

AGREEMENT FOR TEMPORARY EMPLOYMENT

THIS AGREEMENT is between the CITY OF WOODLAND, State of California, a municipal corporation ("City"), and John Perez, an individual ("Employee") (collectively, the "Parties") and is effective at 12:00 a.m. on April 20, 2025.

Recitals

WHEREAS, as of 12:00am on April 20, 2025, the City will have a need for assistance in the City of Woodland Police Department. The City needs assistance at the level of a Police Officer to support the detective unit as the City fills position of a Police Officer. Officer John Perez must assist with the transition of current cases to the new Police Officer in Detectives, has to testify in pending court cases, and complete the investigations of pending cases. Officer Perez is the subject matter expert on these cases/investigations and is able to assist with transitioning some of the cases to the new Officer and assist with bringing the pending/open cases to completion.

WHEREAS, the City has an immediate need for an employee to temporarily assist the City of Woodland as the subject matter expert as the in several open/pending cases with the Police Department. Officer Perez has been working/investigating several cases and can assist the City in completing the cases, or transitioning the cases to a new Officer. The City anticipates that this may take up to one (1) year, during this time Officer Perez can continue to work on closing the cases, and transitioning other cases to the new Police Officer;

WHEREAS, Employee is competent and qualified to perform the services required by this Agreement, and City wishes to have Employee perform the Police Officer duties on an interim basis as it relates to the appropriate open cases; and

WHEREAS, Employee's employment is authorized by Government Code section 21224, which permits the City to appoint a CalPERS retired annuitant to perform work of a limited duration, work exceeding regular staff work, and duties requiring specialized skills, such as a subject matter expert as the City continues to bring closure to open cases, or transition those cases to another employee:

NOW, THEREFORE, the parties do mutually agree as follows:

Agreement

1. Appointment and Scope of Services: Pursuant to this Agreement, Employee is appointed as a Police Officer, and shall temporarily perform the functions of this position, which is a position involving highly specialized and critically-needed skills set forth in the attached job description, in the Woodland Municipal Code and as provided by law. Such employment is "at will," subject to the terms of this Agreement, and Employee shall perform said duties at the pleasure of and under the direct supervision of the Police Chief.

2. Compensation and Work Schedule:

Rate of Pay: Employee shall be paid at the rate of \$54.46 per hour. The City has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties (divided by 173.333 to equal an hourly

rate) as listed on the City's publicly-available pay schedule and publicly-available employment agreements. Payments will be made on regularly scheduled City payroll dates, and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for Employee's services under this Agreement.

Work Schedule and 960-hour Limitation: Employee is expected to devote necessary time, within and outside normal business hours, to the business of the City. Pursuant to Government Code section 21224 and section 7522.56(d), however, Employee is allowed to work a maximum of 960 hours per fiscal year for all public employers that contract with CalPERS for retirement benefits. The City retains the right to designate, reduce, change, or amend the number of hours assigned to Employee consistent with the City's workload and other needs. If Employee's annual hours are approaching 960, then the City retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement. Employee will be responsible for keeping track of the number of hours worked on a daily time sheet form provided by the City and submitting them at least every month.

The position is a temporary, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the Police Chief, will assign Employee hours to work. Due to the nature of the position, it is understood that the work day and work week hours may vary, however Employee shall not work overtime (i.e. in excess of 40 hours per week) without express permission from the Police Chief.

3. Employment Status:

A. Benefits: Other than the compensation described above in Section 2, Employee will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Employee understands and agrees that he is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage or similar benefits required by law.

B. No Membership in Bargaining Unit: Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.

C. No Property Right in Employment: Employee understands and agrees that the terms of her employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that he acquires no property interest in her employment by virtue of this agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action except as otherwise provided by law.

- D. Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment to a position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. As of the time of entering this Agreement, Employee represents that he is not performing services for any other CalPERS public agency employer. In the event Employee begins providing service to any other CalPERS public agency employer during the term of this Agreement, Employee must immediately notify the City of accepting such employment and disclose on a periodic basis (at a frequency determined by the City) the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded.
4. Representation of Employee: Employee represents that he is properly trained and certified to perform the duties required of the position and this Agreement.
 5. Effective Date and Term of Agreement: This Agreement shall be effective on April 20, 2025 (“Effective Date”), and unless terminated earlier, shall terminate automatically at midnight on **May 2, 2026, or when the work is completed, whichever is sooner**. Employment is temporary, at-will and may be terminated with or without cause and with or without notice at any time by the Employee or the City. Employee is not eligible for any severance payment or benefit relating to or arising out of the termination of this Agreement.
 6. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by employee to any third party.
 7. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Yolo County.
 8. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
 9. Conflict of Interest: Employee agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated or not, that would in any way conflict with, or impair Employee’s ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing by the Police Chief. Employee agrees to disclose whether he is performing work for any other CalPERS public agency employer as required by section 3.D. of this Agreement.
 10. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and

Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement.

No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the City is effective. Employee specifically acknowledges that in entering and executing this Agreement, he relies solely upon the provisions contained herein and no others.

11. Support Services and Equipment: Employee shall be provided office space and the equipment needed to perform her duties and sufficient to fulfill obligations under this Agreement, as determined by the Police Chief, at no cost to employee. Such equipment shall include a City-owned computer, typical office equipment. In accordance with Government Code Section 21224, personal use of such equipment is not permitted.
12. Reimbursement for Expenses: Employee shall be reimbursed by City in accordance with standard City travel policy (as well as federal and state law) for all authorized and necessary travel undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said reimbursement for such travel in the manner and forms required by the City. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred by him in performance of this Agreement.
13. Notices: All notices permitted or required under this Agreement shall be given to the respective parties by hand-delivery or by mail at the following address, or at such other address as the respective parties may provide in writing for this purpose, by deposit in the U.S. Mail, postage pre-paid, addressed as follows:

CITY: City of Woodland
300 First Street
Woodland, CA 95695
Attn: Police Chief

EMPLOYEE: John Perez
On file with the City

14. Indemnification: In accordance with and subject to the limitations of the California Government Claims Act and California Labor Code, the City shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's services as Police Officer, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of her employment as Police Officer.
15. No Presumption of Drafter: The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be

inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

16. Assistance of Counsel: Each party to this Agreement warrants to the other party that the party has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

Dated: _____

EMPLOYEE:

Dated: _____

CITY:

POLICE CHIEF



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.10
SUBJECT: 2023 Homeland Security Grant Award Appropriation

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$35,095 to Fund 330 (Other Federal Grants) for the purchase of the awarded Hazmat Equipment and Automated Gate at Fire Station #3.

Staff Contact:

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

Fiscal Impact:

The requested \$35,095 appropriation to Fund 330 will ultimately be cost neutral. The requested funds will be used for the initial expenditure totaling \$35,095, of which \$35,095 will be reimbursed through the 2023 Homeland Security Grant award received by the City of Woodland Fire Department.

Background:

In August 2023, the Woodland Fire Department submitted an application for the 2023 Homeland Security Grant for Hazmat Equipment and Automated Gate for Station #3. The Homeland Security Grant Program (HSGP) provides funding to states, territories, urban areas, and other local and tribal governments to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. The Woodland Fire Department was successful in receiving the grant award and accepted the grant in December 2023. The grant funds will be used to purchase Hazmat Level A Suits, Hazmat Level B Suits, gloves and masks.

Discussion:

The awarded 2023 Homeland Security Grant represents a vital investment in the Woodland Fire Department's ability to protect our community and ensure the safety of our firefighters. The acquisition of fire hazmat equipment will equip our teams with tools to effectively address the complexities of hazardous materials incidents. Furthermore, the manual operation of access control points poses potential delays and security vulnerabilities. The implementation of an automated gate station will significantly improve our operational efficiency. The Fire Department is confident that these enhancements will have a tangible and positive impact on the safety and well-being of the citizens of Woodland.

Conclusion:

Staff recommends the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$35,095 to Fund 330 (Other Federal Grants) for the purchase of the awarded Hazmat Equipment and Automated Gate at Fire Station #3.

Prepared by: Nallely Castro, Management Analyst

Approved by: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - 2023 HSGP
2. HSGP Award (Hazmat) SIGNED
3. HSGP Award (Gate) SIGNED

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE APPROPRIATION OF \$35,095 TO FUND 330 FOR THE
PURCHASE OF A HAZMAT EQUIPMENT AND AUTOMATED GATE FOR STATION
#3 AS AWARDED UNDER THE 2023 HOMELAND SECURITY GRANT PROGRAM**

WHEREAS, the Woodland Fire Department successfully applied for and was awarded the 2023 Homeland Security Grant Program (HSGP) for the purchase of Hazmat Equipment and Automated Gate for Station #3; and

WHEREAS, the Woodland Fire Department will use these funds to purchase Hazmat Equipment and Automated Gate for Station #3; and

WHEREAS, the City of Woodland will be reimbursed \$35,095 through the HSGP for the purchase.

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

SECTION 1. The City Council hereby authorizes the City Manager to appropriate \$35,095 to Fund 330 for the purchase of the awarded equipment and Automated Gate for Station

SECTION 2. The City Council authorizes the City Manager to appropriate an additional \$35,095 to the Other Federal Grants Fund (330) for the purchase of the newly awarded Hazmat Equipment and Automated Gate for Station #3.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney



COUNTY OF YOLO

Office of Emergency Services



Kristin Weivoda
Chief of Emergency Services

625 Court St, # 202 • Woodland, CA 95695
(530) 666-8150 • www.yolocounty.org

December 12, 2023

Eric Zane, Fire Chief
Woodland Fire Department
1000 Lincoln Ave
Woodland, CA 95695-3424

SUBJECT: NOTIFICATION OF AWARD
FY 2023 HOMELAND SECURITY GRANT PROGRAM
Assistance Listings Number: 97.067
Federal Grantor Agency: US DEPARTMENT OF HOMELAND SECURITY
Pass-Through Agency: CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT
Subrecipient: CITY OF WOODLAND - FIRE DEPARTMENT
Subrecipient DUNS Unique Entity ID: YAXJHVRK3M68
Performance Period: September 1, 2023 – May 31, 2026

Dear Chief Zane,

The City of Woodland Fire Department has been awarded a FY 2023 Homeland Security Grant Program project in the amount of \$18,095. This project funding is authorized for funding Hazardous Material Equipment (components are broken down below).

Agencies and/or Jurisdictions to Benefit	Project Requested	Funding Approved
City of Woodland, Fire Department	Five (5) Haz-Mat Level A Suits (AEL: 01CB-01-ENSM)	\$12,220
	Twenty-Eight (28) Haz-Mat Level B Suits (AEL: 01CB-01-ENSM)	\$5,600
	One (1) Silver Shield Gloves (AEL: 01CB-01-ENSM)	\$110
	One (1) Butyl Rubber Gloves (AEL: 01CB-01-ENSM)	\$110
	One (1) Scott Mask Cartridge (AEL: 01AR-02-APRD)	\$55

By accepting this award, you acknowledge that this is a federal monetary award and your agency or department is a Sub-Recipient to Yolo County, as Sub-Grantee to the State of California, who is the Grantee.

Your agency or City a sub-recipient is subject to a mandatory annual A-133 Single Audit if your agency expends more than \$750,000 per fiscal year in total federal funding. A copy of your Single Audit annual report must be submitted to Yolo County Office of Emergency Services (OES), no later than April 15 of each applicable year while this grant is open.

Sub-recipients are responsible to comply with all federal and state statutes, regulations, policies, guidelines and requirements, including but not limited to:

- Federal Acquisition Regulation (FAR) at 48 CFR, Federal Acquisition Regulations System.
- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs set forth in Title 2 of the Code of Federal Regulations (CFR), including Part 200 and all subparts, as well as updates issued by the Office of Management and Budget (OMB).
- DHS/FEMA Information Bulletins (IB).
- Applicable Federal, State and Local Laws including but not limited to those listed in grant assurances.
- Federal and State Supplemental Program Guidance.
- All sections of FY2022 CalOES Grant Assurances.

Sub-recipients are responsible to meet the following conditions:

1. Your agency accepts complete financial liability and will provide:
 - a. Signed Federal Grant Assurances, from the 2022 grant guidance, by an agency authorized signatory.
 - b. Check every contractor and vendor against the federal debarment list before contracting with that entity—as required by Executive Orders (EOs) 12549 and 12689, 2 CFR 200.212 and Part 180—and print results.
 - c. Repay any funds due to an over-payment for a non-eligible or unapproved activity, or as required by a negative audit finding.
2. All Sole Source procurements must include a Sole Source form and approval by your Purchasing Manager, as well. No purchases can be made until approval from Yolo OES and CalOES is obtained. Sole source purchase requests are appropriate only if the item or service is only available from one source, or after solicitation of a number of sources, competition was determined inadequate
3. All activities and programs must comply with federal Environmental Planning and Historic Preservation (EHP) policy, stated in FP 108-023-1 and FP 108.24.4. All projects requiring Environmental and Historical Preservation (EHP) reviews must complete the appropriate documentation and receive prior approval from Yolo County OES, CalOES, and possibly FEMA or the U.S. Department of Homeland Security.
4. All projects that involve emergency communication projects and related activities must comply with the SAFECOM Guidance. All projects requiring SAFECOM consult must complete the appropriate documentation and receive prior approval from Yolo County OES, CalOES, and possibly FEMA or the U.S. Department of Homeland Security.
5. Executive Order 13688, DHS/FEMA has issued Information Bulletin (IB) 407 which has placed restrictions on controlled equipment. All projects requesting Controlled Equipment must complete the appropriate documentation and receive prior approval from Yolo County OES, CalOES, and possibly FEMA or the U.S. Department of Homeland Security. Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment.
6. All Emergency Operations Center related projects must complete the appropriate documentation and receive prior approval from Yolo County OES, CalOES, and possibly FEMA or the U.S. Department of Homeland Security.

7. All aviation and watercraft requests must complete the appropriate documentation and receive prior approval from Yolo County OES, CalOES, and possibly FEMA or the U.S. Department of Homeland Security.
8. Follow any applicable Federal, state, local, tribal, or territorial statutes or regulations governing any real or potential conflicts of interest.
9. DHS/FEMA requires that any information technology system funded or supported by these funds comply with 28 C.F.R. Part 23.
10. Funds may only be spent for operational overtime costs upon prior approval from Yolo County OES, CalOES, and possibly FEMA or the U.S. Department of Homeland Security.
11. Equipment categories and equipment standards for HSGP are listed on the Authorized Equipment List (AEL). Equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
12. With the exception of maintenance plans purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the grant period if grant funds are used to purchase the plan or warranty.
13. Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. Recipients are required to submit one After Action Report/Improvement Plan (AAR/IP) for each HSGP-funded exercise. AAR/IPs should be submitted to Yolo County OES, no more than 60 days after completion of the exercise.
14. The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP 205-402-125-1 under all active and future grant awards, unless otherwise noted.
15. Some projects that involve planning, consultants, and other components, require the submission of deliverables to Yolo County OES and CalOES prior to reimbursement.
16. All grant funded purchases that are part of a purchase, project, or contract that totals \$150,000 or more—regardless of the dollar amount that grant funding represents—must be submitted to Yolo County OES for CalOES approval.
17. Subrecipients must obtain a performance bond for any equipment item over \$250,000, or any vehicle, aircraft or watercraft, financed in whole or in part with homeland security dollars.
18. All project modifications require notification to Yolo County OES, and prior approval by OES and CalOES. A modification must be completed prior to initiating any scope of work or incurring any expenses not previously approved.
19. Reimbursement claims and status updates are due biannually in June and December of each year.
20. All claims for reimbursement must be supported by source documentation, such as cancelled checks, paid bills, payroll records, signed time and attendance sheets, purchase orders, invoices, delivery receipts, contracts, etc. All documentation must be maintained and submitted to Yolo County OES with all reimbursement requests, as well as upon request for monitoring or audit by Yolo County, the state, or federal government.
21. All claims must submit a canceled check or general ledger report to show that vendors were paid prior to reimbursement.
22. Ensure all original invoices are clearly labeled with the grant year and project(s) before they are copied and sent for payment to ensure subsequent copies are auditable and not double-billed to another grant/budget.
23. The expenditure cover sheet must be completed, signed by the department head, and submitted to OES with all requests for reimbursement. The sheet identifies the expenses that are being claimed for reimbursement, and summarize the expenditures shown in the invoices and other backup documentation.
24. Reimbursement by CalOES is in whole dollars only, with any fractions of a dollar rounded down.
25. Subrecipients must have an effective inventory management system, to include: Property records that document description, serial number or other ID, title information, acquisition date, cost, location,

- use and condition, and ultimate disposition; conducting a physical inventory annually; and a control system to prevent loss, damage, and theft of grant purchased equipment and supplies.
26. All equipment will be labeled and tracked according to federal and state guidelines. Yolo OES will provide tags to track equipment and other assets. Equipment will be inventoried and tracked by your agency.
 27. When equipment acquired under the HSGP is no longer needed for program activities, the subrecipient must contact Yolo County OES to request disposition instructions. Equipment that is lost, stolen, or destroyed needs to be reported to Yolo OES immediately and may need to be replaced by your agency at agency cost.
 28. All contracts, including small purchase, funded by federal grants must include the required federal contract provisions, as described in CFR Part 215.
 29. Maintain complete and accurate records of all grant related activities for three years from the date of receipt of a closeout letter from the County. Letters will not be sent until after the state has closed the grant program.
 30. Cost savings must be returned for reallocation by OES and the Approval Authority and may not be expended on additional or unapproved items.
 31. The more restrictive Procurement policy between your agency, the County Procurement Policy, and 2 C.F.R. §200.320 must be used. Bids, quotes, approvals, etc. must be obtained prior to making purchases, as appropriate. Cost analysis must also be performed, documented, and submitted to Yolo County OES.
 32. Prior to making any purchases, submit contracts, bids, suspension and debarment checks, and other documentation to Yolo OES. Purchases will not be made until both Yolo OES and County Purchasing review for compliance with all federal, state, and other grant requirements, and then approve the purchase. If purchases are made without this approval, it is possible that CalOES, and therefore the County, will not reimburse your agency for the costs.

Failure to comply with any federal, state, or county, or local statutes, regulations, policies, guidelines, requirements, and/or grant conditions may result in adverse action including but not limited to deobligation of funds, repayment of disallowed costs, or other unfavorable outcomes associated with non-compliance.

Sub-Recipients may not begin their projects until this notice and the Grant Assurances have been signed, dated and returned to Yolo County OES. In the absence of an existing resolution identifying approved signatories, the department or agency head must sign.

We appreciate your interest in better preparing our community and we welcome your participation in our regional safety net. We are here to assist you so please feel free to contact Susan Hensley at (530) 309-4200 or Susan.Hensley@yolocounty.org with any questions.

Sincerely,

Susan Hensley
Emergency Services Coordinator

I acknowledge receipt of this Notification of Sub-Recipient Application Approval and requirements of participation in this federal grant program.

 _____ Signature	<i>Eri-Zon Fire Chief</i> _____ Name/Title	<i>12-18-23</i> _____ Date
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COUNTY OF YOLO

Office of Emergency Services



Kristin Weivoda
Chief of Emergency Services

625 Court St, # 202 • Woodland, CA 95695
(530) 666-8150 • www.yolocounty.org

December 12, 2023

Eric Zane, Fire Chief
Woodland Fire Department
1000 Lincoln Ave
Woodland, CA 95695-3424

SUBJECT: NOTIFICATION OF AWARD
FY 2023 HOMELAND SECURITY GRANT PROGRAM
Assistance Listings Number: 97.067
Federal Grantor Agency: US DEPARTMENT OF HOMELAND SECURITY
Pass-Through Agency: CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT
Subrecipient: CITY OF WOODLAND - FIRE DEPARTMENT
Subrecipient DUNS Unique Entity ID: YAXJHVRK3M68
Performance Period: September 1, 2023 – May 31, 2026

Dear Chief Zane,

The City of Woodland Fire Department has been awarded a FY 2023 Homeland Security Grant Program project in the amount of \$17,000. This project funding is authorized for funding Access Control (components are broken down below).

Agencies and/or Jurisdictions to Benefit	Project Requested	Funding Approved
City of Woodland, Fire Department	24" gate and roller system	\$8,000
	Opening motor	\$2,000
	Keypad and motion sensor openers	\$1,000
	Protective balustrades	\$1,000
	Labor and install (AEL: 14SW-01-PACS	\$5,000

By accepting this award, you acknowledge that this is a federal monetary award and your agency or department is a Sub-Recipient to Yolo County, as Sub-Grantee to the State of California, who is the Grantee.

Your agency or City a sub-recipient is subject to a mandatory annual A-133 Single Audit if your agency expends more than \$750,000 per fiscal year in total federal funding. A copy of your Single Audit annual report must be submitted to Yolo County Office of Emergency Services (OES), no later than April 15 of each applicable year while this grant is open.

Sub-recipients are responsible to comply with all federal and state statutes, regulations, policies, guidelines and requirements, including but not limited to:

- Federal Acquisition Regulation (FAR) at 48 CFR, Federal Acquisition Regulations System.
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- DHS/FEMA Information Bulletins (IB).
- Applicable Federal, State and Local Laws including but not limited to those listed in grant assurances.
- Federal and State Supplemental Program Guidance.
- All sections of FY2022 CalOES Grant Assurances.

Sub-recipients are responsible to meet the following conditions:

1. Your agency accepts complete financial liability and will provide:
 - a. Signed Federal Grant Assurances, from the 2022 grant guidance, by an agency authorized signatory.
 - b. Check every contractor and vendor against the federal debarment list before contracting with that entity—as required by Executive Orders (EOs) 12549 and 12689, 2 CFR 200.212 and Part 180—and print results.
 - c. Repay any funds due to an over-payment for a non-eligible or unapproved activity, or as required by a negative audit finding.
2. All Sole Source procurements must include a Sole Source form and approval by your Purchasing Manager, as well. No purchases can be made until approval from Yolo OES and CalOES is obtained. Sole source purchase requests are appropriate only if the item or service is only available from one source, or after solicitation of a number of sources, competition was determined inadequate
3. All activities and programs must comply with federal Environmental Planning and Historic Preservation (EHP) policy, stated in FP 108-023-1 and FP 108.24.4. All projects requiring Environmental and Historical Preservation (EHP) reviews must complete the appropriate documentation and receive prior approval from Yolo County OES, CalOES, and possibly FEMA or the U.S. Department of Homeland Security.
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8. Follow any applicable Federal, state, local, tribal, or territorial statutes or regulations governing any real or potential conflicts of interest.
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23. The expenditure cover sheet must be completed, signed by the department head, and submitted to OES with all requests for reimbursement. The sheet identifies the expenses that are being claimed for reimbursement, and summarize the expenditures shown in the invoices and other backup documentation.
24. Reimbursement by CalOES is in whole dollars only, with any fractions of a dollar rounded down.
25. Subrecipients must have an effective inventory management system, to include: Property records that document description, serial number or other ID, title information, acquisition date, cost, location, use and condition, and ultimate disposition; conducting a physical inventory annually; and a control system to prevent loss, damage, and theft of grant purchased equipment and supplies.
26. All equipment will be labeled and tracked according to federal and state guidelines. Yolo OES will provide tags to track equipment and other assets. Equipment will be inventoried and tracked by your agency.
27. When equipment acquired under the HSGP is no longer needed for program activities, the subrecipient must contact Yolo County OES to request disposition instructions. Equipment that is

- lost, stolen, or destroyed needs to be reported to Yolo OES immediately and may need to be replaced by your agency at agency cost.
28. All contracts, including small purchase, funded by federal grants must include the required federal contract provisions, as described in CFR Part 215.
 29. Maintain complete and accurate records of all grant related activities for three years from the date of receipt of a closeout letter from the County. Letters will not be sent until after the state has closed the grant program.
 30. Cost savings must be returned for reallocation by OES and the Approval Authority and may not be expended on additional or unapproved items.
 31. The more restrictive Procurement policy between your agency, the County Procurement Policy, and 2 C.F.R. §200.320 must be used. Bids, quotes, approvals, etc. must be obtained prior to making purchases, as appropriate. Cost analysis must also be performed, documented, and submitted to Yolo County OES.
 32. Prior to making any purchases, submit contracts, bids, suspension and debarment checks, and other documentation to Yolo OES. Purchases will not be made until both Yolo OES and County Purchasing review for compliance with all federal, state, and other grant requirements, and then approve the purchase. If purchases are made without this approval, it is possible that CalOES, and therefore the County, will not reimburse your agency for the costs.

Failure to comply with any federal, state, or county, or local statutes, regulations, policies, guidelines, requirements, and/or grant conditions may result in adverse action including but not limited to deobligation of funds, repayment of disallowed costs, or other unfavorable outcomes associated with non-compliance.

Sub-Recipients may not begin their projects until this notice and the Grant Assurances have been signed, dated and returned to Yolo County OES. In the absence of an existing resolution identifying approved signatories, the department or agency head must sign.

We appreciate your interest in better preparing our community and we welcome your participation in our regional safety net. We are here to assist you so please feel free to contact Susan Hensley at (530) 309-4200 or Susan.Hensley@yolocounty.org with any questions.

Sincerely,

Susan Hensley
Emergency Services Coordinator

I acknowledge receipt of this Notification of Sub-Recipient Application Approval and requirements of participation in this federal grant program.

	<u>Eric Zane Fire Chief</u>	<u>12-18-23</u>
Signature	Name/Title	Date



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.11
SUBJECT: Approve a Memorandum of Understanding
Regarding the Sacramento Area Council of
Governments State Transportation Improvement
Program Regional Set-Aside Funding

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Memorandum of Understanding regarding the Sacramento Area Council of Governments State Transportation Improvement Program Regional Set-Aside Funding.

Staff Contact:

Brent Meyer, Community Development Director/City Engineer, (530) 661-5947,
brent.meyer@cityofwoodland.gov

Fiscal Impact:

Adoption of this Memorandum of Understanding (MOU) will provide the City with a designated amount of funding from the State Transportation Improvement Program (STIP) program instead of having to compete for funding. Every two years the agencies in Yolo County receive approximately \$5-5.5 million in transportation funding. The expected fair share for Woodland in this round is \$1,035,000.

Background:

The Sacramento Area Council of Governments (SACOG) has recently updated how STIP funding is divided between the agencies within the Sacramento region. Previously, SACOG distributed STIP funding, along with other federal transportation funds, through a competitive grant process where all eligible agencies within the region competed against each other. SACOG is now required to distribute each County's share of STIP funding to the agencies within that County, with a small amount (10%) held back by SACOG for distribution for regional projects. The other federal transportation funds will still be distributed to the SACOG region through a different competitive process.

Discussion:

Given the relatively small amount of STIP funding available and the significantly onerous process involved in preparing SACOG grant applications and managing STIP funding, members of the Yolo Transit District Technical Advisory Committee (YTD TAC) began looking at different options for funding distribution in the fall of 2024. The YTD TAC looked at distributing funding to agencies on a rotating basis every 2-3 funding cycles, so that each agency received a larger amount of funding every 4-6 years. However, there were concerns that the funding rules might change, and some agencies might not get their projects fully funded. The TAC also looked at having a few agencies buy out the STIP funding and pay the donating agencies local funding in place of the STIP funding, with some administrative fee charged for having to use the STIP funding. Ultimately, the group decided to recommend a distribution methodology where each agency receives their fair share during each funding cycle. Each agency is then free to trade funding with other agencies if they want to or they can just carry the funding over until the next funding cycle.

The TAC has coordinated with SACOG staff to make sure that they are supportive of this MOU. This

MOU is only effective if all member agencies agree to the MOU. All member agencies within the TAC have confirmed that they are supportive of this MOU and each agency is scheduling the MOU for board approval this month.

Conclusion:

Staff recommends the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Memorandum of Understanding regarding the Sacramento Area Council of Governments State Transportation Improvement Program Regional Set-Aside Funding.

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



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - MOU SACOG STIP Funding
2. 20250324 MOU re SACOG Regional STIP Funding Final v2

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF
UNDERSTANDING REGARDING SACOG STATE TRANSPORTATION
IMPROVEMENT PROGRAM (STIP) REGIONAL SET-ASIDE FUNDING**

WHEREAS, the Sacramento Area Council of Governments (SACOG) is the authorized agency to oversee the distribution of State and Federal transportation funding for the Sacramento region; and

WHEREAS, SACOG is changing their methodology for funding distribution and as a result, the member agencies of the Yolo Transit District (YTD) desire to adopt an MOU to govern the way that STIP funding is distributed; and

WHEREAS, as a result of this MOU, the City of Woodland will have a consistent amount of transportation funding for road project; and

WHEREAS, the City Council wishes to authorize the City Manager to sign the MOU 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 authorizes the City Manager to sign the Memorandum of Understanding regarding SACOG State Transportation Improvement Program (STIP) Regional Set-Aside Funding. The City Attorney is hereby authorized to make clarifying and confirming changes to the document.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on this 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney

MEMORANDUM OF UNDERSTANDING REGARDING SACOG STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) REGIONAL SET-ASIDE FUNDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), entered into as of April ____, 2025 (“Effective Date”), is by and between the Yolo County agencies identified in Exhibit A to this MOU (individually a “Member Agency” and, collectively, the “Member Agencies”).

BACKGROUND

1. The Sacramento Area Council on Government (SACOG) administers the State Transportation Improvement Program (STIP) for Sacramento, Sutter, Yolo, and Yuba counties.
2. The STIP is a five-year program that funds transportation projects in the region. Specifically, the STIP is a hybrid intra-county competitive program that focuses on road maintenance and improving safety, access to mobility, and economic development and would address several of the needs of the local agencies with consistent county-wide funding while supporting regionally prioritized projects.
3. SACOG is revising the STIP funding allocations to create a new regional funding program, the Four County State STIP Funding, consisting of two pools of funding:
 - a. Regional Set-Aside Funding: A regional pooled funding allocation that will be pooled across all four counties (Sacramento, Sutter, Yolo, and Yuba Counties) to support larger regional projects based on a county population and road-miles basis; and
 - b. Intra-County Funding: An intra-county competitive program focused on fix-it-first projects that also provide additional benefits and/or modernize roadways.
4. With respect to the new Intra-County Funding, local agencies only compete against other agencies within their county for their respective county’s allocated funding.
5. The percentage of STIP funding dedicated to the intra-county competitive program versus the amount dedicated to a pooled fund for regional projects will be a policy decision made by the SACOG Board of Directors in advance of releasing the call for projects, once an accurate and up to date fund estimate is available.
6. The Member Agencies desire to work cooperatively regarding the proportional suballocations of the Yolo County Intra-County Funding to provide certainty to each party

as to how much STIP funding their agency will be suballocated for each STIP funding cycle from Yolo County's Intra-County Funding allocation.

NOW, THEREFORE, the Member Agencies agree as follows:

I. PURPOSE

The purpose of this MOU is to develop a coordinated, strategic approach in an effort to improve capital projects funding planning for all of the Member Agencies by defining the STIP Suballocation percentage for each Member Agency. For purposes of this MOU, the term "Suballocation" refers the Member Agencies' respective fair-share percentage amount of the STIP Intra-County Funding allocated by SACOG to Yolo County in each cycle (after deducting the Regional Set-Aside Funding), subject to SACOG's Four-County State Funding Program Guidelines, as those Guidelines may be amended.

This MOU does not affect the Regional Set-Aside Funding, which all eligible SACOG agencies may apply to receive in accordance with SACOG Guidelines.

II. PROPORTIONAL SUBALLOCATIONS; GRANT APPLICATIONS

A. Proportional Suballocation of Intra-County Funding. Subject to funding availability, the Suballocation amount of the STIP Intra-County Funding in any given STIP cycle shall, as set forth in Exhibit B to this MOU, be based upon the following:

1. For the SACOG members of the Member(County of Yolo and the cities of Davis, Woodland, West Sacramento, and Winters Agencies): the equal-weighted population and centerline-miles calculator developed by YoloTD.
2. For Unitrans and YoloTD, the respective funding suballocation percentage for the Intra-County Funding is set forth in Exhibit B to this MOU, reflecting proximity to historical SACOG Regional Funding award averages and proximity to each other given similar fleet size and service levels

B. Suballocation Adjustments with Each STIP Funding Cycle. The Member Agencies acknowledge that Suballocation amounts in Exhibit B may change with each STIP funding cycle and with any changes in the Member Agencies' respective population / centerline miles.

C. Responsibility for STIP Grant Application. Each Member Agency is responsible for submitting its own grant application(s) to SACOG for STIP funding. No limits are imposed on the number of grant applications that a Member Agency may submit to SACOG; provided, however, that the total STIP funding request of each Member Agency's total SACOG STIP funding grant application(s) for Intra-County Funding shall not exceed the Suballocation amount assigned to each Member Agency for the applicable STIP funding cycle in accordance with the calculations provided in Exhibit B.

D. Carryover. Unprogrammed Suballocations are retained by each respective Member Agency and will carryover year to year without expiration or a term on allocation such Suballocation funds, subject to changes in SACOG STIP funding guidelines or other changes in the law or applicable regulations that would preclude the continued carryover of unprogrammed Suballocations. The Member Agencies agree to meet and try to resolve any disputes that may arise regarding carryovers pursuant to the dispute procedures in Section XI of this MOU.

E. Sharing of Suballocations. Nothing in this MOU precludes any Member Agencies from sharing or negotiating a swap of their respective Suballocations, including available unprogrammed carryover funds, to provide greater project flexibility for the Member Agencies. Specifically, Member Agencies may partner with other Member Agencies and/or non-member agencies with respect to use of their Suballocation share, including the following:

1. Combining STIP Suballocations for a single project;
2. Partnering with non-member agencies on projects of mutual interest; and
3. Trading STIP Suballocation funds for other funding types.

F. Non-Member Agency Applications for Yolo County's Intra-County Funding. The Member Agencies acknowledge that there are other entities that are not SACOG members but may be eligible to apply for Yolo County's Intra-County Funding in a given STIP cycle, such as the California Department of Transportation (Caltrans, District 3). The Member Agencies understand that such additional applications for Yolo County's share of the Intra-County Funding may require an amendment to Exhibit B and the respective Suballocations in a given STIP cycle. The Member Agencies agree to meet and negotiate any such required Suballocation revisions in good faith and subject to the dispute procedures in Section XI of this MOU.

III. ROLES & RESPONSIBILITIES

A. YoloTD shall:

1. Coordinate communication among the Member Agencies.
2. Assign Suballocation calculations each STIP funding cycle using the agreed upon proportional allocations based upon the equal-weighted population/centerline miles calculation reflected in Exhibit B to this MOU.
 - Assuming SACOG does not further revise the Four-County STIP Funding Program in future STIP cycles, YoloTD will share draft Suballocations with the Member Agencies at least two weeks after the State of California publishes the STIP five-year estimates. Final Suballocations will be shared with the Member Agencies within one week of the SACOG Board of Directors adopting the five-year funding estimate for the Four-County State Funding Program.
 - If SACOG revises the Four-County STIP Funding Program in future STIP cycles, draft and final Suballocation amounts will be shared with the Member Agencies as soon as possible, and subject to the dispute resolution process in Section XI of this MOU.
3. Update the Suballocation calculations each STIP funding cycle according to updated population/centerline miles provided by each Member Agency.
4. Track the following across STIP funding cycles:
 - STIP Grant applications submitted
 - STIP Funding Awards
 - Suballocation carryovers
 - Suballocation funding swaps between member agencies
 - Other administrative tasks as needed related to the Intra-County Funding Suballocations.

B. Other Member Agencies (County of Yolo and the cities of Davis, Woodland, West Sacramento, and Winters) shall:

1. Commit to approach and apply for the Intra-County Funding Program consistent with this MOU and applicable SACOG STIP funding guidelines.
2. Participate in a pre-application consultation with SACOG to ensure grant application projects will achieve the minimum scoring threshold necessary for Intra-County STIP funding eligibility.

3. Determine whether to submit grant application in any given STIP cycle.
4. Notify YoloTD of intent to submit application(s) in any cycle, and relevant project information for tracking and monitoring purposes, including project description and grant request amount.
5. Provide accurate population and centerline miles information to YoloTD each STIP funding cycle to determine the Suballocations for the respective STIP funding cycle.

IV. TERM AND TERMINATION

A. This MOU shall be effective upon the Effective Date and shall, subject to compliance with the terms and conditions of this MOU, automatically be renewed from year to year.

B. Any Member Agency may withdraw from this MOU for any reason by providing written notice to the other Member Agencies as follows: (1) at least 120 days prior to SACOG's release of the Four-County STIP Funding Program amounts; or (2) at least 30 days after the State of California releases the five-year STIP funding estimates. The withdrawal will be effective as to the upcoming STIP funding cycle and shall not change the Suballocations of the current funding cycle in effect at the time of withdrawal; mid-cycle terminations are not permitted. Withdrawal by one party shall not affect this MOU as to the remaining parties. The remaining parties shall meet to determine whether to amend and/or terminate this MOU.

V. RELATIONSHIP OF THE PARTIES

It is expressly understood that this is an agreement between the Member Agencies, independent public entities, and that no individual agency, employee, partnership, joint venture, or other relationship is established by this MOU. The intent of the Member Agencies is simply to create a collaborative relationship regarding the suballocation of the STIP Intra-County Funding. No Member Agency shall engage any person or entity to serve in any capacity or incur any expense or obligation on behalf of any other without the prior written consent of the other Member Agencies.

VI. NOTICES.

All notices and other communications under this MOU must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below with each

party's signature block, along with a copy of such notice sent by email to the email address(es) provided in this MOU's signature blocks, including an email to the party's legal counsel. A party may change its person designated to receive notice, its email address, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Section.

VII. COMPLIANCE WITH LAWS

The Member Agencies shall comply with all applicable laws, decisions, statutes, regulations, and ordinances. The Member Agencies further agree to be solely responsible and liable for compliance with all SACOG and State requirements applicable to the STIP funding and their respective Suballocations.

VIII. RECORDS

The parties shall each maintain and preserve all records relating to this MOU in its possession and those of any third-party performing work related to this MOU for a period of four (4) years from the termination of this MOU.

IX. INSURANCE

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

X. INDEMNITY.

A. Each Member Agency shall be responsible for all claims and liabilities arising out of its negligent acts or omissions, or willful misconduct, and shall defend, indemnify and hold all other Member Agencies harmless with respect to such claims and liabilities, to the fullest extent permitted by law.

B. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member Agencies, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member Agency indemnifies and holds harmless the other Member Agencies for any loss, cost, or expense, including reasonable attorneys' fees that may be

imposed upon or incurred by such other Member Agency solely by virtue of Government Code Section 895.2.

C. The terms of this Section shall survive the expiration or termination of the MOU.

XI. DISPUTES

In the event of a disagreement between the Member Agencies to this MOU, the first step to resolution shall be discussion between the designated contacts identified in Exhibit A on behalf of their respective Member Agency. If the dispute cannot be resolved via discussion, the second step may be referral to the signatories of this MOU. If the issue remains unresolved, the MOU may be terminated by the unilateral decision of the Member Agencies as provided in the MOU.

XII. NO WAIVER.

The waiver by any party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

XIII. ASSIGNMENT; THIRD-PARTY BENEFICIARIES.

No Member Agency may assign or delegate any right or obligations hereunder without first having received the written and duly executed consent of the other parties. This MOU shall bind and inure to the benefit of authorized successors or assigns of each Member Agency following such consent but shall not otherwise create duties or obligations to or rights in third parties, nor shall this MOU affect the legal liability of any Member Agency by imposing a standard of care different from that otherwise imposed by law.

XIV. CONTROLLING LAW AND VENUE

The validity of this MOU, the interpretation of its terms and conditions, and the performance of the parties hereto shall be governed by the laws of the State of California. Any action brought to enforce this action must be brought in the Superior Court of California in and for the County of Yolo.

XV. AMBIGUITIES

The parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity is presumed to be construed against any Member Agency.

XVI. AMENDMENT

This MOU may only be amended by a written instrument executed by all of the Member Agencies.

XVII. INTEGRATION

This MOU embodies the entire agreement of with respect to the subject matter of this MOU, and supersedes any previous or contemporaneous agreements, understandings or communications, whether written or oral, relating to such subject matter.

XVIII. SEVERABILITY

If any provision of this MOU is deemed invalid or unenforceable, the balance of this MOU shall remain in full force and effect; provided that if any material obligation or benefit under this MOU is deemed invalid or unenforceable, the Member Agencies shall negotiate in good faith to amend the MOU to ensure adequate consideration by all Member Agencies.

XIX. EXECUTION IN COUNTERPARTS

This MOU may be executed simultaneously in one or more counterparts, including PDF or electronic signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XX. AUTHORITY TO BIND

Each of the signatories to this MOU represent that they are authorized to sign this MOU on behalf of such Member Agency and that all approvals, resolutions, and consents that must be obtained to bind such Member Agency have been obtained and that no further approvals, acts, or consents are required to bind such Member Agency to this MOU.

[Signatures start on following page.]

IN WITNESS WHEREOF, the Member Agencies have entered into this MOU on the day and year first hereinabove appearing.

**YOLO COUNTY TRANSPORTATION
DISTRICT (YoloTD)**

Approved as to Form:

By: _____
AUTUMN BERNSTEIN
Executive Director

By: _____
Kimberly Hood, Agency Counsel

kimberly.hood@yolocounty.gov

YoloTD
350 Industrial Way
Woodland, CA 95776
abernstein@yctd.org

CITY OF WOODLAND

Approved as to Form:

By: _____
KEN HIATT
City Manager

By: _____
Ethan Walsh, City Attorney

ethan.walsh@bbklaw.com

City of Woodland, City Hall
300 First Street
Woodland, CA 95695
ken.hiatt@cityofwoodland.gov

CITY OF DAVIS

Approved as to Form:

By: _____
KELLY STACHOWICZ
Interim City Manager

By: _____
Inder Khalsa, City Attorney

inder.khalsa@rwglaw.com

City of Davis, City Hall
23 Russell Blvd.
Davis, CA 95616
kstachowicz@cityofdavis.org

CITY OF WEST SACRAMENTO

Approved as to Form:

By: _____

AARON LAUREL
City Manager

City of West Sacramento, City Hall
1110 West Capitol Ave.
West Sacramento, CA 95691
aaronl@cityofwestsacramento.org

By: _____

Jeffrey A. Mitchell, City Attorney
jmitchell@kmtg.com

CITY OF WINTERS

Approved as to Form:

By: _____

JEREMY CRAIG
City Manager

City of Winters, City Hall
318 1st Street
Winters, CA 95694
jeremy.craig@cityofwinters.org

By: _____

Ethan Walsh, City Attorney
ethan.walsh@bbklaw.com

COUNTY OF YOLO

Approved as to Form:

By: _____

MIKE WEBB
County Administrator

Yolo County, Office of the CAO
625 Court Street, Room 202
Woodland, CA 95695
Mike.webb@countyofyolo.gov

By: _____

Philip J. Pogledich, County Counsel
philip.pogledich@yolocounty.gov

**REGENTS OF UNIVERSITY OF CALIFORNIA
AT DAVIS (UC Davis/Unitrans)**

Approved as to Form:

By: _____

CLARE SHINNERL, ED.D
Director of Transportation Services

By: _____

[INSERT NAME, TITLE]

EXHIBIT A

Member Agencies

Member Agency	Designated Contact
1. City of Davis, a municipal corporation	Ryan Chapman, PWET Assistant Director
2. City of Woodland, a municipal corporation	Brent Meyer, Community Development Director
3. City of West Sacramento, a municipal corporation	Jason McCoy, Transportation Manager
4. City of Winters, a municipal corporation	Eric Lucero, Director of Operations & Maintenance
5. County of Yolo, a political subdivision of the State of California	Todd Riddiough, Public Works Director
6. The Regents of the University of California at Davis (UC Davis/Unitrans)	Lucas Griffith, Campus Planning & Sustainability Executive Director
7. Yolo County Transportation District (YoloTD), a California special district organized and existing under the Yolo County Transportation District Act (Public Utilities Code §§ 60000 et seq.).	Brian Abbanat, Planning Director

EXHIBIT B
Member Agency Suballocations of STIP Intra-County Funds

2025 SACOG Four-County STIP Funding Program Fair Share "Suballocation":								Amount
Centerline Miles & Population (Equal Weight)								
Amount After 10% Regional Set-Aside								
Place	Centerline Miles	Centerline Miles %	Population	Population %	% Average CLM & Pop	Historical Award Avg	Suballocation %	Amount
Unitrans						5.8%	6.0%	\$ 322,000
YoloTD						11.5%	8.0%	\$ 430,000
Davis	162	12%	65,054	31.3%	21.4%	14.9%	18.4%	\$ 989,000
West Sacramento	261	19%	54,278	26.1%	22.3%	30.6%	19.2%	\$ 1,031,000
Winters	33	2%	7,587	3.7%	3.0%	1.2%	2.6%	\$ 138,000
Woodland	220	16%	60,672	29.2%	22.4%	17.6%	19.3%	\$ 1,035,000
Yolo County	732	52%	20,033	9.6%	30.8%	18.3%	26.5%	\$ 1,423,000
Total	1,408	100.0%	207,624	100%	100%	99.9%	100.0%	\$ 5,368,000



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.12
SUBJECT: Approve a Design Agreement with Laugenour and Meikle, Inc., for the 2026 Water & Sewer Replacement Project, CIP 25-01

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, to authorize the City Manager to execute a consultant agreement with Laugenour & Meikle, Inc., in the amount of \$236,320 for design of the 2026 Water & Sewer Replacement Project, CIP 25-01 and authorize a contingency of up to 10% (\$23,632).

Staff Contact:

Tim Busch, PE, Principal Utilities Civil Engineer, 530-661-5963, tim.busch@cityofwoodland.gov

Fiscal Impact:

Funding for the 2026 Water & Sewer Replacement Project, CIP 25-01, (hereafter "Project") is included in the Capital budget with \$200,000 of Water Enterprise Funds and \$200,000 in Sewer Enterprise Funds which are expected to cover design costs. The design contract in the amount of \$236,320 with Laugenour & Meikle, Inc., and the contract contingency in the amount of \$23,632 are fully funded through CIP 25-01.

Staff estimate the total Project cost will be approximately \$4 million. This budget will be updated after design progresses and after construction bids are received. Funding for construction is planned for inclusion in the upcoming Water Rate Study and Wastewater Rate Study as the rate studies are at the end of the 5-year coverage period.

There is no impact to the General Fund.

Background:

The Project is the tenth phase of a multi-year project where Engineering and Operations staff annually identify locations around the City that have the greatest occurrence of water main and water lateral breaks and leaks, and prioritize these locations for repair and replacement. The areas prioritized for replacement are predominantly streets with two-inch (2") or three-inch (3") cast iron water mains located behind sidewalks. These smaller diameter, back-of-walk water mains have been experiencing an increasing number of breaks in recent years due to their location, bury depth and aging condition. The existing water infrastructure in this area ranges between 59 and 71 years old. Approximately 5,400 feet of this deficient back-of-walk water distribution network will be eliminated with the 2026 Project. The City is obligated under the State of California's "Water Conservation as a Way of Life" legislation to continue reducing water main breaks and leaks which account for a significant amount of lost water revenue.

Staff periodically evaluate the City sewer collection system according to the Sewer System Management Plan guidelines. Each sewer pipe in the City is attributed a condition rating that is regularly updated with a goal to eliminate sewer overflows and provide adequate sewer capacity to residents. The existing sewer pipes within the Project area are between 70–97 years old and there are repairs and replacements needed for both the mainline sewer and several sewer lateral lines. The exact scope of sewer repair and replacement work will be evaluated as design progresses.

Discussion:

This Project is intended to repair and replace water mains and laterals in the following streets:

- Beamer Street – Frost Drive to N. Walnut Street
- Frost Drive - Beamer Street to N. Cleveland Street
- Fiske Avenue – Beamer Street to Frost Drive
- N. Cleveland Street – Beamer Street to Frost Drive
- Marin Place
- Inyo Place

Please see the attached vicinity map for the complete Project area. This is an area with small-diameter cast iron water mains located behind sidewalks with six-inch and eight-inch (6" & 8") diameter mains in the street. The Project will replace this distribution network with approximately 5,400 ft new eight-inch diameter mains in the street and connect residences with new polyethylene services. Once completed, the Project will result in more reliable water pressure and uninterrupted water service for approximately 135 homes.

The existing sewer system within the Project vicinity consists of six-inch to eighteen-inch (6" to 18") diameter vitrified clay pipelines in the street. These sewers vary in age and condition with some pipes having been installed in 1929. Several main segments within the Project will require open cut repairs due to excessive cracks, breaks and fractures. Also, in this area of the City there are several Orangeburg sewer laterals. Orangeburg material is manufactured from a combination of compressed wood fibers, adhesive and coal tar. At best, these Orangeburg laterals have a service life of 50 years and are a recurring problem for Operations Staff. It is anticipated the City will replace any significantly defective laterals and sections of mainlines via open-cut trenching and then return to this area in the future with a trenchless lining project to repair the less severe sewer deficiencies.

Laugenour & Meikle, Inc., (L&M) was selected for the Project through a quality-based selection process and is on the City's on-call list for engineering design firms. The engineering design contract with L&M includes the engineering services required to prepare final plans and specifications and provide assistance during bidding and construction. These design services generally include:

- Project Management, which includes coordination with City Staff and other City consultants, quality assurance and quality control.
- Base Mapping, which includes conducting a topographic survey and preparing maps.
- Public Improvement Plans, which includes drafting improvement plans for water and sewer main replacement. This typically includes submittal and evaluation of 65% completed plans, 90% completed plans, and final 100% completed plans and design documents, as well as a construction cost estimate.
- Administration, which includes assistance during the bidding process and construction.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to authorize the City Manager to execute a consultant agreement with Laugenour & Meikle, Inc., in the amount of \$236,320 for design of the 2026 Water & Sewer Replacement Project, CIP 25-01 and authorize a contingency of up to 10% (\$23,632).

Prepared by: Tim Busch, P.E., Principal Utilities Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Design Agmt Laugenour & Meikle CIP 25-01
2. Vicinity Map_25-01-VM-1
3. COW - 2026 Water Main Improvements - PL - E-MAIL

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A DESIGN AGREEMENT WITH LAUGENOUR AND MEIKLE, INC., FOR
ENGINEERING CONSULTING SERVICES FOR THE 2026 WATER & SEWER
REPLACEMENT PROJECT, CIP# 25-01**

WHEREAS, the City of Woodland (City) wishes to enter into a Design Agreement with Laugenour & Meikle, Inc., for the 2026 Water & Sewer Replacement Project, CIP 25-01 for an amount of \$236,320 and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to include a design contingency of up to 10% of the contract amount (\$23,632).

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

SECTION 1. The City Council hereby approves the Design Agreement with Laugenour & Meikle, Inc., in the amount of \$236,320 and hereby approves a ten percent (10%) design contingency in the amount of \$23,632. 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 confirming changes so long as the total dollar amount authorized herein does not change.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

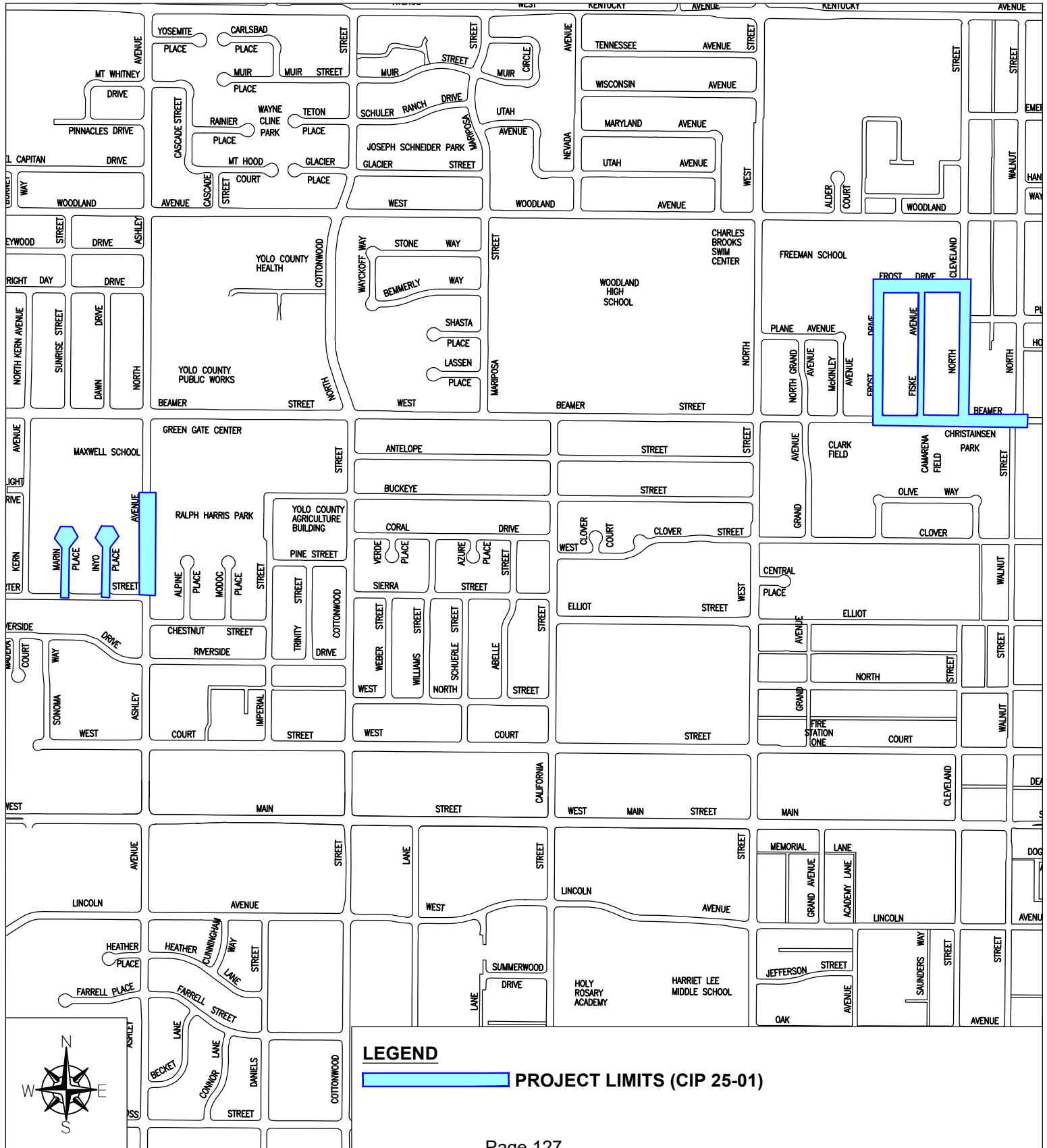
APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney

VICINITY MAP

2026 WATER & SEWER REPLACEMENT PROJECT, CIP 25-01



April 2, 2025

Mr. Tim Busch
City of Woodland
Community Development Department
300 First Street
Woodland, California 95695
E-mail: Tim.Busch@cityofwoodland.org

Re: **Civil Engineering and Land Surveying Proposal for 2026 Water Repair & Replacement Project – Various Sites, Woodland, California**

Dear Mr. Busch:

Laugenour and Meikle is pleased to present this proposal for civil engineering and land surveying services for the above referenced project. A detailed description of the services to be provided is included in the attached Exhibit “A”, Scope of Services & Compensation, which reflects the standard items of work required for this type of project.

This proposal is an estimate based on the enclosed City of Woodland 2026 Water Repair & Replacement Project Limits (Exhibit “C”).

Laugenour and Meikle’s Estimated Schedule of Services is detailed in the enclosed Exhibit “D”.

If you have any questions or comments, please call.

Sincerely,

LAUGENOUR AND MEIKLE



Bryan P. Bonino, Principal, P.E., L.S.

Enclosure

**AUTHORIZATION TO BEGIN WORK PRIOR TO
CONTRACT PREPARATION:**

CLIENT SIGNATURE

DATE

EXHIBIT “A”

SCOPE OF SERVICES & COMPENSATION

I. SCOPE OF SERVICES:

A. PROJECT MANAGEMENT & MEETINGS:

- Manage the contract scope, schedule, and budget for all project activities.
- Coordination calls with Client.
- Periodic project reviews with Client.
- Provide monthly invoices to Client.

B. TOPOGRAPHIC SURVEY & BASE MAPPING:

- Horizontal and vertical control, including boundary ties, per Agency Control Data.
- Have site marked for USA utility locations.
- Topographic survey for 5,400 LF water line replacement design, including setting project control and benchmarks for sites as indicated on the City of Woodland 2026 Water Repair & Replacement Project Limits (Exhibit “C”).
- Determine existing utility inverts for design (based on being able to physically determine inverts, does not include potholing).
- Create a topographic base map showing right-of-way lines and easements created from the record data and the topographic survey. This base map will be used in our analysis and design.
- Assumes no potholing will be required for design (allowance noted in Item C below, if required).
- Supply Client with electronic file (AutoCAD).

C. POTHOLING (ALLOWANCE):

- Potholing for existing utilities for new water line crossing.
- Potholing to be performed by subconsultant (\$30,000 allowance).
- Allowance for one (1) full day of potholing.

D. PUBLIC IMPROVEMENT PLANS FOR WATER MAIN IMPROVEMENTS:

- Review Client requirements and City Standards.
- Prepare water line replacement improvement plans per City Design and Construction Standards. Plans will only be prepared for the 5,400 LF indicated on the City of Woodland 2026 Water Repair & Replacement Project Limits (Exhibit “C”).
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

E. EROSION CONTROL PLAN:

- This proposal assumes the disturbed area will be less than one (1) acre; therefore, a Storm Water Pollution Prevention Plan is not required.
- Prepare erosion and sedimentation control plan.
- Excludes Qualified SWPPP Practitioner (QSP) services which are required for implementation and monitoring of SWPPP.

F. BIDDING & CONSTRUCTION ADMINISTRATION:

- Bidding assistance includes written clarification of plans and specifications, preparation of addendums and attend pre-construction meeting.
- Attend meeting (progress and coordination meeting at owner’s request).
- Site visit during construction (per Owner’s request).
- Review and comment on project submittals related to civil design items.
- Conduct final project review of site improvements and assist in preparation of punch list.
- Prepare as-constructed record plans and specifications (electronic and hard copy) based on Contractor’s mark-ups (no field survey time).

II. COMPENSATION:

Consultant shall be compensated on a “Fixed-Fee” basis per project total shown below. New tasks not associated with the above Scope of Services will be negotiated prior to starting any work on any additional new task.

A.	Project Management & Meetings	\$ 7,680.00
B.	Topographic Survey & Base Mapping	\$ 57,780.00
C.	Potholing (Allowance)	\$ 36,160.00
D.	Public Improvement Plans for Water Main Improvements	\$ 115,800.00
E.	Erosion Control Plan Only	\$ 4,500.00
F.	Bidding & Construction Administration	\$ 14,400.00

PROJECT TOTAL.....\$236,320.00

These costs are based on the following Laugenour and Meikle Prevailing Wage Rate Schedule (Exhibit “B”). Reimbursables including, but not limited to, printing, field materials, subconsultants, and agency fees, are **not** covered in the above costs.

III. EXCLUSIONS AND/OR RESPONSIBILITIES OF CLIENT OR OTHERS:

1. Client agrees consultant will not perform on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project unless specifically provided for in another Agreement.
2. All work pertaining to environmental impact report mitigation monitoring, if required.
3. Client agrees to assume complete responsibility and liability for changes in design, construction quantities, project cost, etc., whenever Client uses unsigned or unapproved survey maps or construction drawings for bidding or construction purposes.
4. All submittals of plans/reports for Agency approval are the responsibility of the Client.
5. Any regulatory agency related fees for submitting, checking, filing, inspection, performance of services, etc. are the responsibility of the Client.

EXHIBIT “B”

RATE SCHEDULE

<u>PERSONNEL CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Principal Engineer	\$240.00
Principal Surveyor	\$240.00
Senior Engineer/Project Manager	\$225.00
Senior Engineer	\$215.00
Senior Surveyor	\$215.00
Associate Engineer	\$200.00
Surveyor	\$190.00
Assistant Surveyor	\$175.00
Assistant Engineer	\$185.00
Assistant Project Manager	\$175.00
Junior Engineer	\$165.00
Technician 3	\$165.00
Technician 2	\$150.00
Technician 1	\$105.00
Clerical	\$ 75.00
Accounting	\$115.00
Survey Party, 1-Man*	\$210.00
Survey Party, 1-Man Travel*	\$175.00
Survey Party, 2-Man*	\$320.00
Survey Party, 2-Man Travel*	\$245.00

REIMBURSABLES:

Aerial Drone	—	\$500.00 per Aerial Model
Field Material	—	Charged at cost plus 15%
Reproduction Items	—	Charged at cost plus 15%
Subconsultants	—	Charged at cost plus 15%
Fees	—	Charged at cost plus 15%
Agency/Utility Maps/Plans	—	Charged at cost plus 15%

* Public Works Prevailing Wage Rate

2026 Water Rep./Repl. Limits

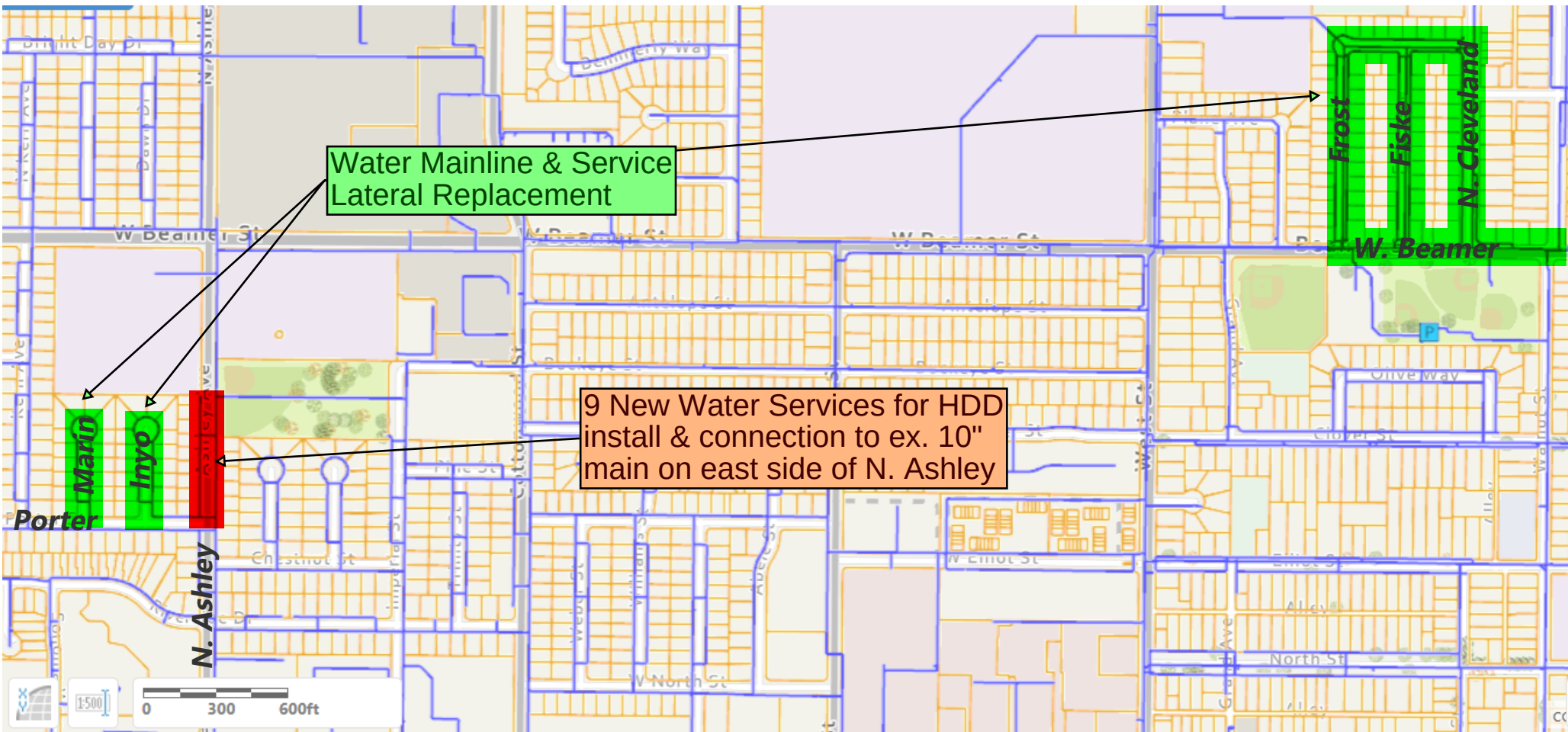


EXHIBIT "C"

EXHIBIT “D”
ESTIMATED SCHEDULE OF SERVICES
FOR
CITY OF WOODLAND
2026 WATER REPAIR & REPLACEMENT PROJECT

DESCRIPTION OF SERVICES	DURATION	START DATE
Topographic Survey	6 WEEKS	From Returned Signed Contract
Topographic Base Map	4 WEEKS	
65% Public Improvement Plans	12 WEEKS	
City Review	2 WEEKS	
90% Public Improvement Plans & Specifications	6 WEEKS	
City Review	2 WEEKS	
100% Public Improvement Plans & Specifications for Bidding	4 WEEKS	



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.13
SUBJECT: Approve the Plans, Specifications, and Bid Authorization for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12

Recommendation for Action: Staff recommends that the City Council adopt Resolution No._____, 1) Approving the Project plans and specifications; and 2) Authorizing the bid advertisement for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12.

Staff Contact:

Mark Miller, Associate Engineer – (530) 661-5968, mark.miller@cityofwoodland.gov

Fiscal Impact:

Funding for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12, (hereafter “Project”) is included in the Capital Improvement Program budget approved on June 18, 2024. The CIP 24-12 budget is currently \$500,000 and was intended only to cover design costs. The parent project for CIP 24-12 is CIP 14-02, the Water Pollution Asset Replacement Project CIP 14-02, is also included in the Capital Budget and includes funding for the planned replacement and overall rehabilitation of assets at the Water Pollution Control Facility (WPCF) where the City's wastewater is treated. Preliminary estimates for CIP 24-12 construction costs were based off recent projects in the area. However, the cost of electrical and mechanical equipment has far outpaced the overall inflation rate for the past 5 years and additional funding is likely necessary.

Staff estimate the total project cost will be approximately \$4 million as of January 2025. The budget will be updated after construction bids are received. At that time, any necessary additional funds would be transferred to the Project from WPCF Asset Replacement Project, CIP 14-02 and the Sewer Enterprise Fund.

There is no impact to the General Fund.

Background:

City staff continually review the status of the WPCF. Repair and replacement of WPCF components is based on information obtained from these periodic assessments. The WPCF operates a grit system with two grit chambers, typically with one offline and reserved for backup. Wastewater treatment grit systems remove large and heavy inorganic particles that are small enough to pass through the upstream screens but are not treatable by biological processes. Instead, these particles would damage pumps, pipes and other equipment and just become sediment in downstream treatment processes. The current grit system was brought online in 2006 and has reached the end of its useful life; several components of both chambers are in need of replacement. Another contributing factor for this Project is the unavailability of certain repair parts for the equipment due to equipment age. Properly operating grit classifiers are necessary for continuous treatment of wastewater at the WPCF and is a requirement of the WPCF's operating permit.

The WPCF has a total of four (4) headworks pumps to pump raw sewage into the facility for treatment. Pumps #1, #2 and #3 are the same size and #4 is a larger pump. Pump #4 is reserved for high flows as it is too large to operate under dry weather and average flow rates given current flows.

Pumps #1 and #2 have experienced cracking or failure in the steel drive shaft, leaving both inoperable. Pump #3 has some minor cracking in the drive shaft, but remains in operation. The facility can operate during normal operations with just one headworks (1) pump but requires two (2) for higher wet weather demands or if a pump fails or is down for maintenance. Pump #2 will be replaced in July 2025 as part of a separate contract.

The 2024 WPCF Master Plan identified the opportunity to replace Pump #1 with submersible pumps instead of a screw pump for more efficient operating and equipment replacement costs. CIP 24-12 includes the submersible pump installation and associated piping and electrical work. Submersible pumps have some operational limitations that are not a concern with screw pumps, but submersibles are significantly less expensive to replace after the initial construction and can be more efficient to operate. The initial construction to replace a screw pump with submersibles is also expected to be less expensive than replacing a screw pump in-kind. Given the lack of experience with submersible pumps at the WPCF headworks and the need to pump at variable flow rates, only one of the screw pumps is being replaced with submersible pumps at this time. If successful, Pump #3 would eventually also be replaced with submersible pumps.

Both the grit system and headworks screw pumps handle raw sewage. Raw sewage is corrosive and generally limits equipment operational life to less than 20 years. The Project was planned as part of the 2024 WPCF Master Planning effort and is included in the Asset Replacement Program.

Discussion:

The grit system work generally includes the replacement of several mechanical components, including pumps, blowers, grit classifiers, grit cyclones, valves and buried piping. A new galvanized steel structure and washout pad are included to house the grit classifiers and allow for maintenance activities. Minor structural concrete work is needed for proper operation of the submersible pumps within the headworks wet well, which is the lowest point in the City's wastewater collection system and the first sector of the treatment process. Replacement of a headworks screw pump with submersible pumps is needed due to the failure of the existing screw pumps and will ultimately be a cost-savings measure as replacement of submersible pumps is significantly less expensive when compared with screw pumps.

This Project was planned as part of the 2024 WPCF Master Plan and is necessary for the continued operation of the WPCF. The headworks pumps and grit system are in continuous operation in corrosive environments, which limits the service life of any equipment. Due to expected long lead times for the replacement equipment, construction is expected to start this summer but continue through 2026.

Conclusion:

Staff recommends that the City Council adopt Resolution No._____, 1) Approving the Project plans and specifications; and 2) Authorizing the bid advertisement for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12.

Prepared by: Mark Miller, Associate Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer / Community Development Director



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Plans, Specs, Bid Authorization CIP 24-12

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE GRIT SYSTEM AND SCREW PUMP
REHABILITATION PROJECT, CIP 24-12**

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

WHEREAS, the City Council approved the FY 24/25 Capital Budget and included the Grit System and Screw Pump Rehabilitation Project, CIP 24-12 as part of the Capital Budget; and

WHEREAS, the City has identified reliable operation of the Water Pollution Control Facility to be a priority; and

WHEREAS, the City wishes to authorize bid advertisement for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12.

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 Grit System and Screw Pump Rehabilitation Project, CIP 24-12.

SECTION 2. The City Council authorizes City staff to advertise for bids for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on this 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.14
SUBJECT: Approve the Plans, Specifications, and Bid Authorization for WPCF Pond #9 Biosolids Drying and Removal Project, CIP #26-03

Recommendation for Action: Staff recommends the City Council approve Resolution No. _____, to 1) Create a new capital project, WPCF Pond #9 Biosolids Drying and Removal Project, CIP 26-03; 2) Approve the plans and specifications; and 3) Authorize bid advertisement.

Staff Contact:

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

Fiscal Impact:

The funding for CIP # 10-11, Water Pollution Control Facility (WPCF) Export Biosolids, is included in the Capital Budget approved by City Council on June 18, 2024. The funding source is the Sewer Enterprise Fund. The project has a budget of \$5,594,000 with a current balance of approximately \$875,000. The Engineer's estimate for the drying and hauling work is approximately \$775,000 including construction, construction contingency, and staff time. In addition to the construction work, the project also includes payment of tipping fees at the Yolo County Landfill. The estimated tipping fees are approximately \$450,000 for a total project cost estimated at \$775,000. Since the biosolids program is being constructed as multiple smaller projects, staff is requesting that funding be transferred from CIP #10-11 to a new project CIP #26-03 at the time of construction contract award, to allow for better cost tracking.

There is no impact to the General Fund.

Background:

The City's WPCF generates biosolids as a result of the wastewater treatment process and accumulates approximately 3,000 tons of biosolids each year. The WPCF utilizes a series of ponds to accumulate and stabilize the biosolids over time. Given the biosolids loading rate and time required for stabilization, a project to remove biosolids from a pond is required about every other year.

Previous work has included removal of legacy biosolids from Ponds #7, #8, #9, #10 and #11 and soil/cement lining of ponds #9, #10, and #11, along with improvements to capping water distribution piping system.

Discussion:

The work in this project generally includes mechanically drying of the biosolids in Pond #9 and hauling them to Yolo County Landfill for use as daily cover. The Yolo County Landfill is the only authorized receiver of biosolids in Yolo County. However, the City of Woodland is in coordination with the Waste Discharge to Land Permitting Unit at the Regional Water Quality Control Board on the process for land application of biosolids on City-owned land. Currently, tomato waste is the only authorized material that can be land applied on the land. A pilot project to land apply a portion of the biosolids is included this year.

The City's long-term goal for use of biosolids for land application on nearby agricultural fields is in progress. The City still expects to send most of the biosolids to the Yolo Landfill in 2025 and is working to permit a larger amount for land application in future years. The landfill charges a tipping fee of approximately \$50.00/ton for biosolids. The quantity of biosolids stored in Pond #9 for drying and hauling is expected to be approximately 10,000 dry tons, with a 10% projected to go to land application. The exact quantity of biosolids in the pond cannot be determined until the drying work is completed.

Upon Council authorization, the project bids will be solicited with an approximate bid opening on May 7, 2025. Staff anticipate construction beginning in mid-June 2025 with an approximate duration of four months. The initial stage of the work involves working the wet biosolids to expedite drying. It is imperative that this work is accomplished during the warm summer months and the material needs to be hauled prior to fall rain events.

A full set of Plans and Specifications are available for review at the Community Development Department located at 300 First St, Woodland, CA 95695.

Conclusion:

Staff recommends the City Council approve Resolution No. _____, to 1) Create a new capital project, WPCF Pond #9 Biosolids Drying and Removal Project, CIP 26-03; 2) Approve the plans and specifications; and 3) Authorize bid advertisement.

Prepared by: Dang Bui, Associate Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Plans, Specs, Bid Authorization CIP 26-03

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID
ADVERTISEMENT FOR THE WPCF POND #9 BIOSOLIDS DRYING AND
REMOVAL PROJECT, CIP #26-03**

WHEREAS, the City Council approved the FY 25/26 Capital Budget and included Capitol Improvement Project (CIP) #10-11 as part of the Capital Budget; and

WHEREAS, the City has identified managing biosolids at the Water Pollution Control Facility (WPCF) to be a priority; and

WHEREAS, the City Council wishes to create CIP #26-03 as part of the Capital Budget; and

WHEREAS, the City wishes to authorize bid advertisement for the WPCF Pond #9 Biosolids Drying and Removal Project, CIP #26-03.

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

SECTION 1. The City Council hereby authorizes the creation of the WPCF Pond #9 Biosolids Drying and Removal Project, CIP #26-03.

SECTION 2. The City Council hereby approves the plans and specifications for the WPCF Pond #9 Biosolids Drying and Removal Project, CIP #26-03, which are available on file with the City Clerk.

SECTION 3. The City Council authorizes City staff to advertise the WPCF Pond #9 Biosolids Drying and Removal Project, CIP #26-03 for bids, with bid opening date anticipated to occur on May 7, 2025.

PASSED, APPROVED, AND ADOPTED by the City Council of Woodland at a regular meeting held on this 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Rich Lansburgh, Mayor

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: F.15
SUBJECT: Final Acceptance and Notice of Completion for
County Road 25A (Parkland Ave. to Miekle Ave.)
Improvement Project, CIP 24-05

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, to 1) Accept the CR25A (Parkland Ave. to Miekle Ave.) Improvement Project, CIP 24-05, construction contract as complete and authorize the City Clerk to file a Notice of Completion; and 2) Approve a consultant services contract amendment for design and construction assistance with Cunningham Engineering in the amount of \$2,000 for a total agreement amount of \$168,100 and authorize the City Manager to execute the amendment.

Staff Contact:

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

Fiscal Impact:

The CR25A(Parkland Ave. to Miekle Ave.) Improvement Project, CIP 24-05, is included in the Capital Budget in the amount of \$4,735,000. The project was entirely funded by the SLIF Roads Fund (Fund 682). The total cost incurred for the project is approximately \$3,700,000, representing 78% of the total project budget.

There was no impact to the General Fund.

Background:

When the Spring Lake Capital Improvement Plan (SL CIP) was originally approved in 2004, the full length of CR 25A was included in the funding plan. When the SL CIP was updated in 2009, the segment from Promenade Drive to Parkland Avenue was removed from the plan to reduce developer impact fees during the great recession. In 2017, the SL CIP was again updated, and the segment of CR-25A from Miekle Avenue to Promenade Drive was added back to the plan along with the green belt improvements on the north side of the road for the entire width of Spring Lake. In May 2023, upon review of the Spring Lake Capital Fund, council approved funding to complete the final roadway segment of CR-25A between Parkland Avenue and Miekle Avenue.

This project completed the final traffic circulation element in the southern area of Spring Lake, filling in the roadway gap between Parkland Avenue and Miekle Avenue. The project included new storm drain infrastructure, street lighting, landscaping, and other improvements necessary for the complete roadway. Additionally, traffic signal improvements at the intersection of CR-102 and CR-25A were also completed with the project.

Discussion:

On December 19, 2023 Council approved plans and specifications for the project. On March 28, 2024 the project was awarded to R&R Pacific via resolution No. 8226.

The original construction contract with R&R Pacific was approved on March 28th, 2024, for the amount of \$2,986,544.50. During construction, one change order was executed in the amount of

\$102,598.93. The work associated with the change order was due to the unforeseen condition of oversaturated subgrade that needed to be removed and replaced with aggregate base. The total construction cost, including the original contract and all change orders, is \$3,089,143.93.

Staff is also requesting that Council approve an amendment to the consultant service agreement with Cunningham Engineering in the amount of \$2,000 for a total contract of \$168,100. The amendment is necessary to compensate the engineer for additional design and construction support services during construction. Construction support tasks included responding to contractor's questions and providing clarifications during construction.

Construction is now complete, and the construction contract is ready for acceptance. The project cost breakdown is as follows:

Design	\$168,100
Construction	\$3,089,143
Project/Construction Management & Inspection	\$366,140
Misc. Costs	\$71,250
Total Project Costs	\$3,694,633
Project Budget	\$4,735,000
Remaining Balance	\$1,040,367

Conclusion:

Staff recommends the City Council adopt Resolution No. _____, to 1) Accept the CR25A (Parkland Ave. to Miekle Ave.) Improvement Project, CIP 24-05, construction contract as complete and authorize the City Clerk to file a Notice of Completion; and 2) Approve a consultant services contract amendment for design and construction assistance with Cunningham Engineering in the amount of \$2,000 for a total agreement amount of \$168,100 and authorize the City Manager to execute the amendment.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

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


Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Final Acceptance CR 25A, CIP 24-05
2. Project Location Graphic

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A CONSULTANT AMENDMENT AND ACCEPTING THE COUNTY
ROAD 25A (PARKLAND AVE. TO MIEKLE AVE.) IMPROVEMENT PROJECT,
CIP 24-05 CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO
FILE A NOTICE OF COMPLETION**

WHEREAS, on December 19, 2023, the City Council approved the plans and specifications and authorized staff to bid the CR-25A (Parkland Ave. to Miekle Ave.) Improvement Project (CIP #24-05); and

WHEREAS, on March 28, 2024, the City Council authorized the City Manager to award and execute a construction contract with R&R Pacific in the amount of \$2,986,544.50 and approved construction contingency up to (\$511,000); and

WHEREAS, the construction of these improvements began in April 2024 and were completed in March 2025; and

WHEREAS, during construction, one change order was executed in the amount of \$102,598.93; and

WHEREAS, the original consultant services agreement with Cunningham Engineering Consultants was approved in the amount of \$110,100, and amendment #1 was for \$31,000 and amendment #2 was for \$25,000 and the City wishes to approve amendment #3 for \$2,000.00 for a total contract amount of \$168,100 and authorize its execution through the adoption of this Resolution.; and

WHEREAS, the City Council wishes to accept the construction contract as complete and authorize the City Clerk to file a notice of completion.

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

SECTION 1. The City Council hereby accepts the CR-25A (Parkland Ave. to Miekle Ave.) Improvement Project (CIP #24-05) as complete.

SECTION 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the CR-25A (Parkland Ave. to Miekle Ave.) Improvement Project (CIP #24-05).

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

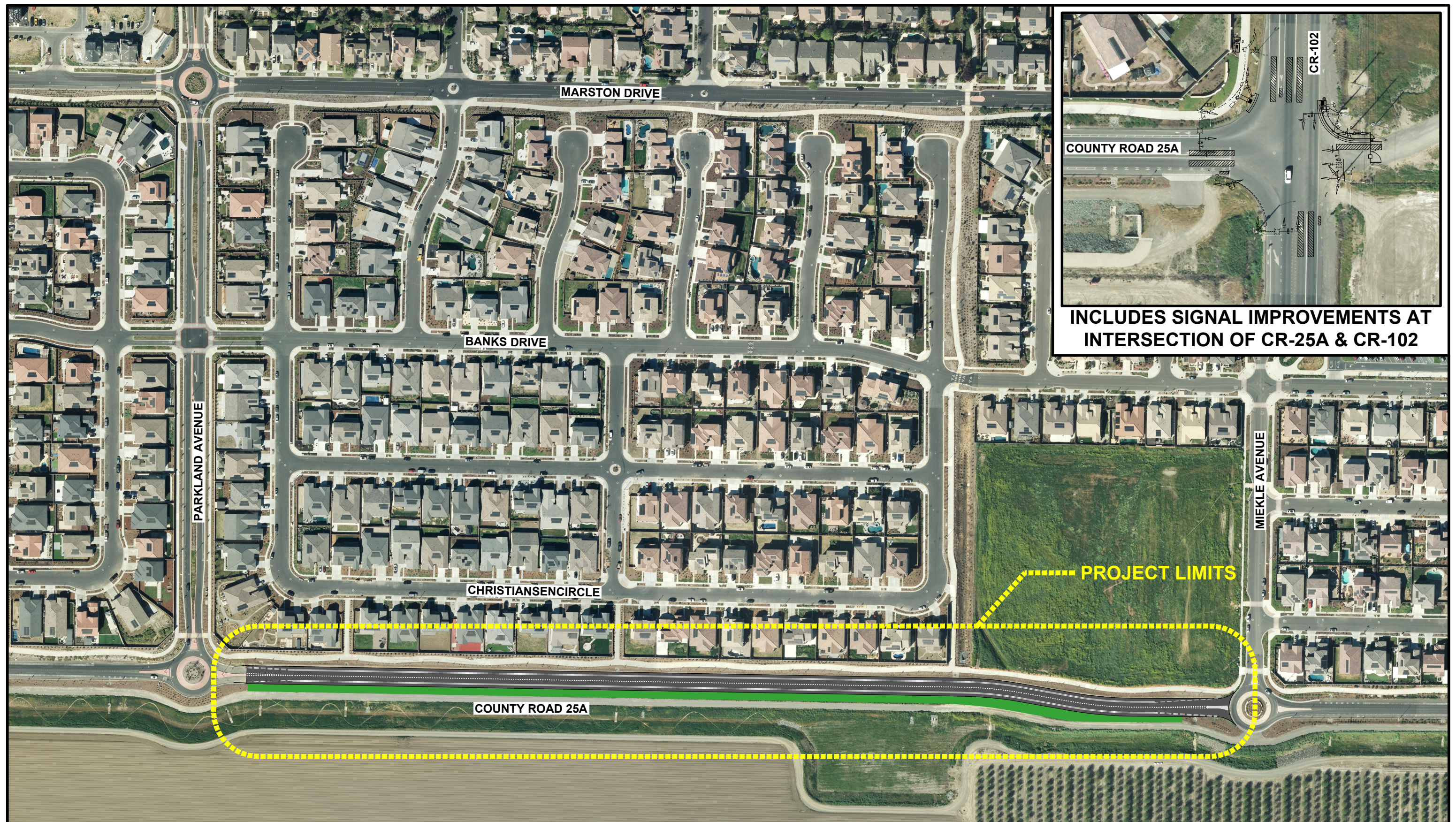
Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: G.16
SUBJECT: Approve a new Solid Waste Franchise Agreement with USA Waste of California, Inc. (DBA Waste Management of Woodland) for Solid Waste, Recyclables, Organic Waste, and Street Sweeping Services

Recommendation for Action: Staff recommends the City Council adopt Resolution No. , approving the Solid Waste Franchise Agreement with USA Waste of California, Inc. (DBA Waste Management of Woodland) for Solid Waste, Recyclables, Organic Waste, and Street Sweeping Services.

Staff Contact:

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

Fiscal Impact:

The negotiated replacement Franchise Agreement will result in an overall customer rate increase of 6.43%, including a CPI and increases to address new and expanded programs. In addition, the City will receive a one-time Community Partnership Payment of \$2,000,000 to benefit the community at the City's discretion as well as an annual Franchise Fee of \$3,100,000 to reimburse the City for its costs of administering the franchise agreement, solid waste utility, unique impacts to the City streets and roads, the use of the public right-of-way for cart and bin placement, and other permissible bases. All costs incurred by the City associated with the negotiation of the replacement Franchise Agreement were covered by WM of Woodland.

Background:

USA Waste of California, Inc. dba WM of Woodland (WM) has been the City of Woodland's solid waste provider since 2011. The Agreement for Solid Waste, Recyclables, Green Waste, and Street Sweeping Services has since been amended on December 18, 2013 and March 28, 2016. The Agreement was updated in the past to address evolving regulatory requirements related to the processing and disposal of Solid Waste, Recyclables, Food Waste and Green Waste. The current Agreement was extended by the City Council last year for an additional year and is currently is set to expire on December 31, 2026.

Demands of the waste industry in California have compounded in the last several years. In 2016, California adopted Senate Bill 1383 which mandated local jurisdictions to implement a variety of new programs and services intended to divert organic waste materials away from landfill disposal. The primary objective of the law is to reduce the release of methane generated by decomposition of organic materials in landfills. Local government requirements in SB 1383 include residential and commercial organic waste collection and process, edible food recovery, public education and outreach, recordkeeping and reporting, and generator inspection and enforcement programs. Organic wastes targeted by SB 1383 for residential customers include yard clippings, food waste, and food soiled paper products like pizza boxes and coffee filters. Solid Waste service providers in California are often key in local jurisdictions achieving compliance with these regulations. The City has leaned on WM as a partner in implementation and requires further clarification of responsibilities to assure effective compliance.

Due to increasing service related issues, the City released a Request for Proposals in August of 2023 for a Performance Review of the Solid Waste Franchise. The goals of the Performance Review were to determine the extent to which WM complied with all provisions of the prior Franchise Agreement, identify opportunities for performance and customer service enhancement, and verify the accuracy of reporting and billing. The City awarded the Performance Review contract to R3 Consulting (R3). The Performance Review identified certain deficiencies, including slow response times to missed collections and container delivery, overweight vehicles, complaints about street sweeping, and problematic customer service. Many of the challenges may be attributable to staffing issues, including vacancies in assigned driver positions. The Performance Review resulted in a letter agreement that consisted of the following key outputs:

- Payments to cover the equivalency of any liquidated damages that would have been charged for the identified performance issues.
- Provision of customer service personnel dedicated to servicing Woodland customers at WM's customer service center located in Lodi, California.
- Commitment to implement improvements to services, outreach, and reporting in accordance with an agreed-upon Outreach Plan.
- Extension of the current Franchise Agreement for one year to provide WM time demonstrate adequate resolution of service issues as well as time to see if the parties could reach agreement on terms for a longer-term extension to the Agreement.

Discussion:

In September 2024, the City engaged R3 Consulting to support the negotiation of an updated Franchise Agreement between the City and WM. WM's performance tracking and improvements over the past year have informed the Franchise Agreement negotiations. The parties have been negotiating since October 2024 and have been reviewing performance improvement in tandem with the drafting of the updated Franchise Agreement. The following goals have been key drivers in negotiations and the crafting of the proposed Franchise Agreement:

- Improve and adapt services to both better suit the community and to achieve compliance with state law.
- WM illustrating to the City how performance issues from previous years would not persist in ongoing service under the proposed Franchise Agreement.

The process involved WM providing transparency around performance benchmarks, improving internal processes to match City expectations, and adjusting reporting mechanisms so that the City could have the visibility it needs to ensure performance metrics are being achieved. The following is an excerpt of the provided WM data, illustrating how performance has improved thus far versus the prior period.

	Residential	Commercial
Container Action	2.2% improvement vs. prior period	86.4% improvement vs prior period
Roll off container availability	Roll off: 66.1% improvement vs prior period	
Missed Pickups	27.8% improvement vs prior period	28.5% improvement vs prior period

Code Red Customer Complaints (repeat events to solve)	53.3% improvement vs prior period	79.2% improvement vs prior period
---	---	---

Performance improvement and measurement, SB 1383 compliance, and customer satisfaction were all prioritized during negotiations. Listed below are the key deal points included in the proposed Franchise Agreement:

- **Public Education / Recycling Coordinator:** More robust WM role with detailed expectations and deliverables, including site visits to correct overage and contamination issues and targeted education for commercial and multifamily properties.
- **Customer Service:** Minimum of two (2) customer service representatives (CSRs) that are 100% dedicated to Woodland, with expectations set around filling the roles should they become vacant. The CSRs will be stationed in Lodi, but the City will reserve the right to require the CSRs to be located in Woodland if performance measures are not achieved.
- **Street Sweeping:** WM to bring street sweeping service in-house upon Agreement commencement to improve coordination and effectiveness of service.
- **Bulky Waste Drop Off Event:** In addition to a voucher for bulky waste disposal, WM to provide a free bulky waste drop off event in Woodland annually.
- **Cart Replacement (green lid for Organics, SB 1383 compliant):** Required replacement of all organics carts by the end of calendar year 2026 to bring containers into SB 1383 color coding requirements.
- **Recycled Organic Waste Product procurement:** Contribution of funding to facilitate City's required procurement of recycled organic waste product per SB 1383 regulations.
- **SmartTruck Residential rollout:** Detailed expectations relative to contamination and overages notated by WM's SmartTruck technology. This will include a robust education phase, followed by multiple warnings before other behavior-change methods are enforced. A third contamination or overage occurrence will occur before a \$10 warning charge is applied. At the 4th event, the customer will be eligible for upsizing of garbage volume to correct the ongoing issue.
- **At-Your-Door Household Hazardous Waste:** Deployment of WM's At-Your-Door service for on-call collection of hazardous and difficult to recycle wastes.
- **Reporting:** Increased and more detailed requirements for reporting performance metrics that are tied to liquidated damages.
- **Liquidated Damages:** Penalties for not meeting performance metrics on a variety of issues, including carryovers, roll-off turnaround time, and customer service.
- **Agreement Term:** Ten-year base term (September 1, 2025 – August 31, 2035) with option to extend for five years.
- **Annual Rate Adjustments:** Rates to be increased annually for a CPI Adjustment (CPI – Urban Consumer – Garbage and trash collection index, series ID CUUR0000SEHG02). Subject to a maximum CPI Adjustment of 5% and a minimum CPI Adjustment of 0%.

The City further negotiated financial contributions for ongoing support of City programs, including the following:

- \$2 million one-time contribution in the form of a Community Partnership Payment
- \$3.1 annual Franchise Fee payment, including supplemental funding to support internal staffing to strengthen City's education.

In the new service structure, residential service will be bundled. For one rate based on the garbage subscription volume (35-, 64-, or 96-gallon), residential customers can receive up to two (2) recycling carts and two (2) organics carts. Additionally, a low-income rate representing a 15% discount off the garbage rate will be made available to qualifying individuals.

The current Franchise Agreement expires on December 31, 2026. An annual rate adjustment was applied on January 1st for calendar year 2025, meanwhile the replacement Franchise Agreement is scheduled to take effect on September 1, 2025. The rate increase is also to take effect on September 1, 2025 and will run the course of September 1, 2025 – December 31, 2026 (16 months). The 6.43% rate increase accounts for a 2026 CPI increase, as well as incremental rate increases based on new programs and service alterations. See Attachment 3 for a comparison of new rates to the current rates. Costs impacting the rate increase include the following:

- 2026 CPI
- Compost procurement funding
- At Your Door service for household hazardous waste
- Increased Public Education budget
- Organic carts replacement

The City will conduct a Proposition 218 majority protest proceeding prior to the new rates taking effect. This process requires that all property owners and customers paying the solid waste bill receive notice of the proposed increase at least forty-five days before a public hearing on the increase. Those receiving the notice can submit a written protest against the rates, and the City cannot approve the new rates if it receives protests from a majority of affected parcels. The City anticipates providing these notices this summer with a hearing likely in August.

WM has indicated to the City a commitment to improving service delivery and customer service. While the City continues to press on WM for operational improvement, WM has signified its commitment to service by strengthening its staffing of its local office. WM was accommodating and collaborative throughout negotiations, and City staff is expectant that the commitment will remain upon Agreement commencement. The rate increase is reasonable considering the increased programs and services included in the Agreement. The City will continue to monitor reporting closely and issue liquidated damages as applicable if WM's performance does not meet the City's expectations as stipulated in the Agreement.

Conclusion:

Staff recommends the City Council adopt Resolution No. , approving the Solid Waste Franchise Agreement with USA Waste of California, Inc. (DBA Waste Management of Woodland) for Solid Waste, Recyclables, Organic Waste, and Street Sweeping Services.



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Franchise Agreement

3. Proposed Residential Rate Comparison
4. Proposed Commercial Rate Comparison
5. Proposed Roll Off Rate Comparison

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING
CITY MANAGER TO EXECUTE A SOLID WASTE FRANCHISE AGREEMENT WITH USA
WASTE OF CALIFORNIA, INC DBA WM OF WOODLAND**

WHEREAS, the City of Woodland (“City”) and USA Waste of California, Inc. dba WM of Woodland (“WM”) previously entered into a Franchise Agreement dated July 1, 2011 that is set to expire on December 31, 2026; and

WHEREAS, Senate Bill (SB) 1383, the Short-lived Climate Pollutant Reduction Act of 2016, required the California Department of Resources Recycling and Recovery (“CalRecycle”) to develop certain regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, the SB 1383 regulations place requirements on jurisdictions to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the City engaged a third-party consultant to conduct a performance audit of WM’s performance under the current Franchise Agreement identifying certain issues and areas of concern; and

WHEREAS, WM has committed to making improvements to its operations and services; and

WHEREAS, staff has negotiated contract terms that meet the needs of the City of Woodland; and

WHEREAS, Public Resources Code section 40059 allows the City Council to determine that the public health, safety, and well-being require the provision of solid waste and related services through an exclusive franchise issued with or without competitive bidding; and

WHEREAS, the City Council wishes to award an exclusive franchise to WM as set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby authorizes the City Manager to execute a replacement Solid Waste Franchise Agreement with WM on substantially the same terms as those contained in the draft agreement on file with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 15th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney

1 **SOLID WASTE FRANCHISE AGREEMENT**

2

3 BETWEEN THE CITY OF WOODLAND

4 AND

5 USA WASTE OF CALIFORNIA, INC., DBA WASTE

6 MANAGEMENT OF WOODLAND, FOR SOLID

7 WASTE, RECYCLABLES, ORGANIC WASTE, AND

8 STREET SWEEPING SERVICES

9

10 **DATED** _____, 2025

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THIS SOLID WASTE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into this day of , 2025, between City of Woodland (“City”) and USA Waste of California, Inc., dba Waste Management of Woodland (“Company”), with reference to the following recited facts (each a “Recital”):

RECITALS

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code section 40000, *et seq.*) (“AB 939”), declares that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Management Services within their jurisdictions to meet the goals and requirements of AB 939.

Pursuant to California Public Resources Code section 40059(a)(2) and Woodland Municipal Code Section 13.08.030, the City Council has determined that the public health, safety, and welfare require 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 with a qualified company.

City and Company previously entered into that certain Agreement Between the City of Woodland and USA Waste of California, Inc. DBA Waste Management of Woodland dated July 1, 2011 which was subsequently amended by the parties in that certain First Amendment on or about December 18, 2013 and that certain Second Amendment on or about March 28, 2016 (collectively, the “Prior Franchise”).

City desires to continue to secure comprehensive recycling services for all Solid Waste Generators within the City.

The City Council has determined that Company, by demonstrated experience, reputation, and capacity, is qualified to exclusively provide for the collection of Solid Waste, Recyclables, and Organic Waste within the corporate limits of the City and to transport such materials to places of disposal or processing.

City desires that Company be engaged to perform such services on the terms and conditions set forth in this Agreement.

City and Company are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Solid Waste, including AB 939, AB 341, the Resource Conservation and Recovery Act (“RCRA”), SB 1383, and the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”). City and Company desire to leave no doubts as to their respective roles, and to memorialize them by entering into this Agreement. City and Company understand and agree that it is Company, and not City, who will arrange to collect and dispose of Solid Waste, that City has not, and, by this Agreement does not, instruct Company on its collection and disposal methods, nor supervise the collection and disposal process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever title, if any, in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Company, and further that if Company gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering this Agreement City and Company further desire to confirm that Company has

agreed to indemnify City in connection with any claims relating to the inadvertent or intentional collection, transportation, and/or disposal of Hazardous materials that may occur in connection with Company's performance under this Agreement in accordance with the terms hereof, except regarding hazardous materials collected or received from City facilities.

The State of California continues to increase regulatory requirements related to the processing and disposal of Solid Waste, Recyclables, Food Waste and Green Waste. City and Company wish to replace the Prior Franchise to reflect these new regulatory requirements and anticipated future requirements and to incorporate current best practices. City and Company further wish to modify the Prior Franchise to make corrections and clarifications to the Prior Franchise as set forth in this Agreement. These changes are incorporated into this Agreement to supersede and replace the Prior Franchise.

The Parties desire to enter into this Agreement to set forth their rights and obligations related to Solid Waste Services within City of Woodland.

NOW, THEREFORE, IN CONSIDERATION OF THE RESPECTIVE COVENANTS AND PROMISES CONTAINED IN THIS AGREEMENT, AND FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Article 1. DEFINITIONS.

For the purposes of this Agreement, the following words or phrases shall have the following meanings.

1.01 AB 939. The California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

1.02 Affiliated Company. Any business which is directly or indirectly related to Company by virtue of direct or indirect ownership interests or common management or a business which is also owned, controlled, or managed by any business or individual which has a direct or indirect ownership interest in Company.

1.03 Agreement. This Solid Waste Franchise Agreement.

1.04 Alley. A public or private way giving access to the rear of lots or buildings.

1.05 Applicable Law. All federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued, or amended thereafter, including, without limitation, the City's Municipal Code, the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.) as amended as of the Effective Date, inclusive (without exclusion to other amendments not referenced here) of AB 939, AB 341, AB 1826, AB 1594, SB 1383, and inclusive of all regulations implementing the same. It shall also include SB 54, the Plastic Pollution Prevention and Packaging Producer Responsibility Act, and the California Air Resources Board Advanced Clean Fleets regulations (2023).

242 **1.06 Bins.** Metal Containers for Organics, Solid Waste and/or Recyclables having a one
243 (1) to seven (7) cubic yard capacity that are designed or intended to be mechanically dumped into a
244 loader packer type garbage truck.

245 **1.07 Biohazardous or Biomedical Wastes.** Biohazardous or Biomedical Wastes
246 include, but are not limited to, wastes which may cause disease or reasonably be suspected of
247 harboring pathogenic organisms, including, but not limited to, waste resulting from the operation of
248 medical clinics, hospitals and other facilities producing wastes that may consists of, but are not limited
249 to, diseased human and animal parts, contaminated bandages, pathological specimens, Sharps,
250 contaminated clothing, and surgical gloves. Biohazardous or Biomedical Waste shall not include
251 Hazardous Waste or HHW.

252 **1.08 Bulky Items.** Large items of Solid Waste such as appliances, furniture, branches,
253 and other oversize wastes whose large size precludes or complicates their placement in Containers
254 or handling by normal Collection, Processing, or Disposal methods, but excluding Excluded Waste.
255 Bulky Items must be capable of being Collected manually by two people and transported without the
256 assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load
257 limits.;

258 **1.09 Business Days.** Days during which City offices are open to do business with the
259 public: Monday through Friday excepting Holidays, or as otherwise posted on the City's website
260 (<https://www.cityofwoodland.gov/>).

261 **1.10 CalRecycle.** The California Department of Resources Recycling and Recovery, or
262 its successor.

263 **1.11 Carryover.** Instance in which a scheduled route is not conducted to one-hundred
264 percent (100%) completion due to Company staffing, equipment, or other operational interruption and
265 portions of a route or routes are left to be Collected on the next Business Day. A Carryover is not an
266 instance of incidental missed Containers, but rather a portion of a route left without service on its
267 specified service day due to Company operations, and excludes situations beyond the Company's
268 control, such as a blocked road.

269 **1.12 Cart.** An industry standard receptacle for Disposal of Solid Waste, Organic Waste,
270 and Recyclables, in a range of sizes, including approximately 35, 64, and 96-101 gallons. A Cart has
271 wheels, a handle for ease of movement, and a tight-fitting, attached lid and is designed to be dumped
272 manually or mechanically into a collection vehicle.

273 **1.13 CCR.** California Code of Regulations.

274 **1.14 Change in Law.** Any of the following events or conditions which has an adverse
275 effect on the rights or obligations a Party under this Agreement:

276 1.14.1 The enactment, adoption, promulgation, issuance, modification, or written change
277 in administrative or judicial interpretation on or after the Effective Date of any Applicable Law; or

278 1.14.2 The order or judgment of any governmental body, on or after the Effective Date, to
279 the extent such order or judgment is not the result of willful or negligent action, error or omission or
280 lack of reasonable diligence of the City or of the Company, whichever is asserting the occurrence
281 of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith
282 to contest any such order or judgment shall not constitute or be construed as such a willful or
283 negligent action, error or omission or lack of reasonable diligence.

284 **1.15** **City.** The City of Woodland in the State of California.

285 **1.16** **City Council.** The City Council of the City of Woodland, California.

286 **1.17** **City Manager.** The City Manager of City or their designee. Unless otherwise
287 provided in this Agreement, the City Manager or their designee is the authorized agent of City for
288 enforcement of this Agreement.

289 **1.18** **Collect or Collection.** The operation of taking physical possession of and/or
290 transporting by means of a motor vehicle or other means, any Organics, Solid Waste, or Recyclables
291 to a transfer, Disposal, or Processing Site, and subsequently disposed of or processed.

292 **1.19** **Commercial Premises (or Commercial).** All occupied real property in the
293 City except those exempted from the Franchise by law, and except Residential Premises which
294 receive Solid Waste collection services using Single Family Residential Solid Waste Containers, and
295 shall include without limitation, Multi-Family Residential Dwellings, wholesale or retail establishments,
296 restaurants, other food establishments, bars, stores, shops, offices, manufacturing, repair, research
297 and development, professional services, sports or recreational facilities, and construction and
298 demolition sites, factories, refineries, and other industrial facilities.

299 **1.20** **Compactor.** A compacting unit that loads a detachable or non-detachable Bin or
300 Debris Box. The detachable or non-detachable Bin or Debris Box serves as a receptacle of Solid
301 Waste or Recyclables and has a capacity of one (1) cubic yard or larger.

302 **1.21** **Company.** USA Waste of California, Inc., a Delaware corporation, doing business
303 as Waste Management of Woodland.

304 **1.22** **Complaint.** Written or orally communicated statements made by members of the
305 public, Customers, Owners, or occupants of properties served by Company, or officers, employees,
306 or agents of City alleging non-performance or deficiencies in Company's performance, or otherwise
307 alleging a violation by Company of the provisions of this Agreement.

308 **1.23** **Composting (or Compost).** Includes a controlled biological decomposition of
309 organic materials yielding a safe and nuisance-free Compost Product.

310 **1.24 Compost Product.** The product resulting from the controlled biological
311 decomposition of organic materials that are source separated from the municipal solid waste stream,
312 or which are separated at a centralized facility.

313 **1.25 Construction and Demolition Debris (C&D).** Discarded materials removed from
314 Premises, resulting from construction, renovation, remodeling, repair, deconstruction, or demolition
315 operations on any pavement, house, commercial building, or other structure or from landscaping. Such
316 materials include, but are not limited to: "inert wastes" as defined in Public Resources Code Section
317 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt); gravel; plaster; gypsum
318 wallboard; aluminum; glass; plastic pipe; roofing material; carpeting; wood; masonry; trees; remnants
319 of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials,
320 and packaging; and rubble resulting from construction, remodeling, renovation, repair and demolition
321 operations on pavements, houses, commercial buildings, and other structures.

322 **1.26 Container.** Any vessel, tank, receptacle, Roll-off Box, Bin, Cart, Compactor, or
323 Debris Box used or intended to be used for the purpose of holding Organics, Solid Waste, or
324 Recyclables for storage or collection. Customers may not, itself or through a third party, mechanically
325 compact material in Company-provided Containers, other than with Company-provided Compactors.

326 **1.27 Contamination.** (a) Material placed in a Recyclables Container other than
327 Recyclables in quantities greater than 10%, as observed and documented by Company personnel,
328 and (b) Material placed in an Organics Container other than Organics in quantities greater than 3%,
329 as observed and documented by Company personnel, and (c) Excluded Waste in any quantity in any
330 Container.

331 **1.28 Curb (or Curbside).** The location of a Collection Container of Organics, Solid
332 Waste, or Recyclables for pickup, where such Container is placed not more than five (5) feet from the
333 outside edge of the street or Alley nearest the property's entrance.

334 **1.29 Customer.** An individual or entity that receives any Services provided by the
335 Company. Customer shall also mean the Person receiving Services to which billing statements are
336 sent.

337 **1.30 Designated Waste.** Non-Hazardous Waste which may pose special Disposal
338 problems because of its potential to contaminate the environment and which may be Disposed of only
339 in Class II Disposal Sites or Class III Disposal Sites pursuant to a variance issued by the California
340 Department of Health Services. Designated Waste consists of those substances classified as
341 Designated Waste by the State of California, in California Code of Regulations Title 23, Section 2522.

342 **1.31 Designated Disposal Site.** A Transfer Station or Landfill designated by the City
343 for delivery of Solid Waste collected by the Company under this Agreement.

344 **1.32 Designated Processing Site.** The plant(s) or site(s) used for the purpose of
345 sorting, cleansing, treating, or reconstituting Recyclable Materials, Organic Waste or C&D designated
346 by the City for delivery of Recycling, Organics or C&D collected by the Company under this Agreement.

347 **1.33 Disposal.** The final disposition of Solid Waste collected by the Company, whether
348 occurring at the Designated Disposal Site or after subsequent delivery to a different facility.

349 **1.34 Edible Food.** Edible Food has the same meaning as found in Section 13.72.010
350 of the Woodland Municipal Code. Edible Food means food intended for human consumption. For
351 purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded.
352 Nothing in this Agreement requires or authorizes the recovery of food that does not meet the food
353 safety requirements of the California Retail Food Code.

354 **1.35 Effective Date.** September 1, 2025.

355 **1.36 E-Waste.** Discarded electronic equipment waste containing or consisting of
356 electronic devices and components, such as computers, monitors, terminals, computer cards and
357 components, computer peripheral devices, main frame computers, keyboards, mice, printers and
358 scanners, mini-systems, power supply units, servers, connectors/cables, storage discs, consumer
359 electronics, printed circuit boards, televisions, chips and components, cellular and other phones,
360 telecommunications equipment, and fax machines and copiers, but not including Exempt Waste.

361 **1.37 Excluded Waste.** Hazardous Waste; Medical and Infectious Waste; volatile,
362 corrosive, Biomedical, infectious, Biohazardous, and toxic substances or material; waste that the
363 Company reasonably believes would, as a result of or upon Disposal, be a violation of local, state, or
364 federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot
365 be disposed of in Class III landfills; waste that in Company's reasonable opinion would present a
366 significant risk to human health or the environment, cause a nuisance, or otherwise create or expose
367 the Company or the City to potential liability; and Special Waste. Excluded Waste does not include de
368 minimis volumes or concentrations of waste of a type and amount normally found in residential Solid
369 Waste after implementation of programs for the safe collection, recycling, treatment, and Disposal of
370 Household Hazardous Wastes in compliance with Sections 41500 and 41802 of the California Public
371 Resources Code.

372 **1.38 Food Waste.** Those discarded materials that will readily decompose and/or putrefy
373 including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during
374 or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste,
375 dairy waste, meat, and fish waste; (iv) vegetable trimmings and other compostable organic waste.
376 Food Waste is a subset of Organics. Food Waste does not include Excluded Waste.

377 **1.39 Franchise.** The right of the Company to provide exclusive Solid Waste
378 Management Services within the City, granted by the City Council pursuant to this Agreement.

379 **1.40 Franchise Fee.** A payment that the Company has agreed to pay to City in
380 consideration of the rights received by Company under this Agreement. The amount of the Franchise
381 Fee represents the City's costs associated with this Agreement and related solid waste services,
382 payment for use of government property and other valid bases. Because the Franchise Fee represents
383 a cost to Company in performing services pursuant to this Agreement, Company may, in its sole
384 discretion, include an amount equal to the Franchise Fee as an allowable pass-through cost in
385 Company's compensation.

386 **1.41 Generator.** Any Person as defined by the Public Resources Code, whose act or
387 process produces Solid Waste, Recyclable Materials, or Organics as defined in the Public Resources
388 Code, or whose act first causes Solid Waste to become subject to regulation.

389 **1.42 Green Waste.** Leaves, grass, weeds, houseplant trimmings, palm fronds, cactus
390 and wood materials from trees and shrubs, and similar materials generated at any Premises that fit
391 within a Cart except for materials that are collected in street piles. Green Waste does not include tree
392 trunks or limbs more than six (6) inches diameter. Green Waste does not include Excluded Waste.

393 **1.43 Gross Revenue.** All monetary amounts actually received by Company for Solid
394 Waste Management Services pursuant to this Agreement, including the Franchise Fee and other fees
395 paid to the City and other federal, state and local agencies. The term Gross Revenue, for purposes of
396 this Agreement, shall not include revenues generated from the sale of Recyclables (including
397 CalRecycle rebates) and other rebates or grants from state and local government accounts. Unless
398 otherwise expressly excluded, Gross Revenue includes all monetary amounts actually received by
399 Company for providing the services authorized by this Agreement.

400 **1.44 Hauler Route.** The designated weekly itinerary or sequence of stops scheduled to
401 be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclable
402 Material, or Organics collection services (not on call) within the Company's collection service area
403 under the Agreement.

404 **1.45 Hazardous Waste.** Hazardous Waste shall have the meaning set forth in
405 California Code of Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor
406 laws and regulations as may be amended from time to time.

407 **1.46 Holiday.** New Year's Day, Independence Day, Labor Day, Thanksgiving Day,
408 Christmas Day and any other day designated as such in a contract between Company and the labor
409 union serving as the exclusive representative of Company's employees, provided such holiday is
410 approved by the City Manager. Company customer service representatives will additionally have
411 Martin Luther King Day and Memorial Day as designated holidays.

412 **1.47 Household Hazardous Waste (HHW).** That waste resulting from products
413 purchased by the general public for household use which, because of its quantity, concentration, or
414 physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to

human health or the environment when improperly treated, Disposed, or otherwise managed, or, in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, or toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations Title 22, Division 4.5, Chapter 11, Section 66261.3.

1.48 Inaccessible Area Any road or alley that does not allow safe access, turn-around, or clearance for standard Collection vehicles.

1.49 Landfill. A Disposal facility that accepts Solid Waste for land disposal as defined in Public Resources Code Section 40195.1.

1.50 Medical and Infectious Waste. Biomedical Waste generated at residences in excess of legal limits or at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments.

1.51 Mobile Home Park. A site at which mobile home spaces are rented for residential use. Mobile Home Parks, at the Owner's request, may be provided with Residential Service using Carts or with Commercial Service using Bins, Debris Boxes or Compactors.

1.52 Monthly Remittance The monthly payment made to the City for the Franchise Fee and any other payments due by the Company to the City as required by this Agreement.

1.53 Multi-Family Dwellings (MFDs). Any Residential Premises, other than a Single-Family Dwelling, with a structure or structures containing greater than four (4) dwelling units in any vertical or horizontal arrangement on a single lot or building site.

1.54 Municipal Code. The Code of the City of Woodland, California (1988).

1.55 Organic Waste (Organics). Organic Waste has the same meaning as set forth in Section 13.72.010 (Definitions) the Woodland Municipal Code and means Food Waste, Green Waste, Wood Waste and food-soiled paper waste that is mixed in with Food Waste. Plastic bags, including compostable plastic bags, are not accepted in the City's Organic Materials Collection program unless otherwise determined mutually by City and Company. Paper products and printing and writing paper, each as defined in SB 1383, may be placed in either the Recyclable Materials Container or the Organic Waste Container. Carpet and textiles, as well as compostable plastic materials, may not be placed in either the Recyclable Materials Container or the Organic Waste Container.

1.56 Overage. Defined as (i) Solid Waste, Recyclable Materials or Organic Waste exceeding its Container's intended capacity such that an individual lid is lifted by an average of at least 10 inches (or would be lifted by at least 10 inches if lowered) or (ii) Solid Waste, Recyclable Materials or Organic Waste placed on top the Container.

449 **1.57 Owner.** The person, organization, or corporation holding legal title to the real
450 property constituting the premises to which any Service is provided, and the same as “consumer” as
451 set forth in Section 13.04.030 of the Woodland Municipal Code. For the purposes of provisions in this
452 Agreement pertaining to the sending of notices, billings, or other communications by the Company to
453 an Owner, the Company may regard as Owner the person, organization, corporation, or other entity
454 shown in the records of the assessor of Yolo County or as may be indicated by documents recorded
455 in the office of the recorder of Yolo County.

456 **1.58 Parties.** The City and Company, collectively.

457 **1.59 Party.** The City or Company, individually.

458 **1.60 Person.** Any individual, firm, association, co-partnership, political subdivision,
459 government agency, municipality, public or private corporation, or any other entity.

460 **1.61 Premises.** Any land or building in the City where discarded material is generated
461 or accumulated.

462 **1.62 Private Drive.** A privately owned or maintained way serving fewer than four
463 residences or serving fewer than one residence for every 100 yards of distance.

464 **1.63 Private Road.** A privately owned or maintained way that serves four or more
465 residences.

466 **1.64 Processing.** To prepare, treat, or convert through some special method.

467 **1.65 Prohibited Container Contaminants:** Contamination exists when: (A) Non-
468 Organic Waste placed in a Collection Container designated for Organic Waste provided pursuant to
469 14 CCR Section 18984.1 or 18984.2; (B) Organic Wastes that are carpet, hazardous Wood Waste, or
470 non-compostable paper placed in the Collection Container that is part of an Organic Waste Collection
471 Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (C) Organic Wastes placed in a
472 Collection Container designated for Solid Waste, that pursuant to 14 CCR Section 18984.1 or 18984.2
473 were intended to be Collected separately in a Collection Container designated for Organic Waste or
474 Recyclable Materials; (D) Organic Wastes placed in the Collection Container designated for
475 Recyclable Materials shall be considered Prohibited Container Contaminants when those wastes were
476 specifically identified in this Agreement, or through local ordinance for Collection in the Container
477 designated for Organic Waste, or mutually agreed to and promulgated by the City and Company.
478 Paper products, printing and writing paper, wood, and dry lumber may be considered acceptable and
479 not considered Prohibited Container Contaminants if they are placed in Collection Container
480 designated for Recyclable Materials; (E) Non-Recyclable Materials placed in a Collection Container
481 designated for Recyclable Materials and (F) Excluded Waste placed in any Collection Container.

482 **1.66 Public Education.** Any and all efforts to enhance, increase or improve the
483 knowledge of customers of Company or City residents and businesses regarding Solid Waste, Recycling,
484 Organic Waste, source reduction or any other aspect of Solid Waste Management Services.

485 **1.67 Public Litter Receptacles.** The public containers located in the downtown area of
486 the City as specified in Exhibit E attached hereto, as well as all future additions specified by the City
487 and mutually agreed to by the Company.

488 **1.68 Public Street.** A public way used for public travel.

489 **1.69 Public Resources Code.** The California Public Resources Code.

490 **1.70 Rate(s).** The service charges and Special Charges for Collection services under
491 this Agreement, which are provided in Exhibit B that Company bills and collects from each Customer
492 receiving service under this Agreement.

493 **1.71 Rate Period.** A 12-month period, commencing January 1 and concluding
494 December 31.

495 **1.72 Recyclable Materials or Recyclables.** Those materials that are separated from
496 Solid Waste prior to Disposal to be recycled, consistent with the requirements of the Act. Recyclable
497 Materials that can be placed in the Recyclable Materials Container are listed in Exhibit F, subject to
498 mutually agreed revision by the Parties.

499 **1.73 Recycle or Recycling.** The process of collecting, sorting, cleansing, treating, and
500 reconstituting Recyclables that would otherwise become refuse, and returning them to the economic
501 mainstream in the form of raw material for new, reused, or reconstituted products which meet the
502 quality standards necessary to be used in the marketplace. Recycling does not include transformation
503 as defined in Public Resources Code Section 40201.

504 **1.74 Residential Premises (or Residential).** Residential Premises means: (i) any
505 building or structure, or portion thereof, that is used for residential housing purposes and has four (4)
506 or fewer distinct living units; and (ii) any multiple-unit residential complex which, with the prior written
507 approval of the City Manager, receives Solid Waste Collection using standard residential Containers.

508 **1.75 Roll-Off or Roll-Off Box.** An open-top metal Container or debris box or closed
509 compactor box with a capacity of six (6) to forty (40) cubic yards that is serviced by a roll-off truck.

510 **1.76 Route Review.** A visual inspection of contents within Containers along a Hauler
511 Route for the purpose of identifying Prohibited Container Contaminants

512 **1.77 SB 1383.** Senate Bill 1383 (Chapter 395, Statutes of 2016) and its implementing
513 regulations promulgated by CalRecycle.

514 **1.78 SB 54.** State of California Senate Bill 54, Plastic Pollution Prevention and
515 Packaging Producer Responsibility Act, approved June 30, 2022, and the regulations implementing
516 the law, adding Chapter 3 within Part 3 of Division 30 of the California Public Resources Code.

517 **1.79 Self-Haul.** The act of a Customer collecting and legally disposing of Organics,
518 Solid Waste, or Recyclables generated in or on their Premises pursuant to Section 2.05.2.

519 **1.80 Service Area.** The jurisdictional boundary of the City, including all areas hereafter
520 annexed or otherwise added to the territorial limits of the City.

521 **1.81 Sharps.** Medical devices that have needles or other sharp implements as
522 component parts, including, but not limited to sharps and sharps used in animal or human patient care,
523 medical research, or clinical or pharmaceutical laboratories, hypodermic, intravenous syringes to
524 which a needle or other sharp is still attached, Pasteur pipettes, scalpel blades, blood vials, other types
525 of broken or unbroken glass (including slides and cover slips) that have been in contact with infectious
526 agents. "Sharps" shall not include those parts of syringes from which sharps are specifically designed
527 to be easily removed and from which sharps have actually been removed, and which are intended for
528 recycling or other Disposal, so long as such syringes have not come in contact with infectious agents.

529 **1.82 Solid Waste.** All putrescible and non-putrescible solid and semisolid wastes,
530 generated in or upon, related to the occupancy of, remaining in or emanating from residential premises
531 or Commercial Premises, including garbage, rubbish, trash, refuse, ashes, industrial wastes, demolition
532 and construction wastes, manure, vegetable or animal solid or semisolid wastes, and other solid and
533 semisolid wastes. This excludes source-separated Recyclables, source-separated Organics, liquid
534 wastes, abandoned vehicles, and Excluded, Hazardous, Biohazardous and Biomedical Wastes, or
535 Sharps.

536 **1.83 Solid Waste Management Services (Services).** All of the duties and obligations
537 of the Company hereunder as stated in this Agreement, including the Collection, transportation,
538 storage, transfer, Disposal, or Processing of Organics, Solid Waste, Recyclables and C&D from
539 Residential Premises and Commercial Premises located in the City and Street Sweeping Services.

540 **1.84 Special Charges.** The specific service-related charges provided in Exhibit B, and
541 that Company shall bill Customers if appropriate.

542 **1.85 Specialty Recyclable Material.** Material not specified in the definition of
543 Recyclables under this Agreement that can be or will be Collected for purposes of Recycling by any
544 Person other than the Company, and for which the Generator receives a net payment. Such Specialty
545 Recyclable Material may include, but is not limited to, scrap metal not within the definition of
546 Recyclables, pallets, and plastic film.

547 **1.86 Street Sweeping.** The cleaning of curb or guttered City streets, including gutters
548 adjacent to landscaped medians or other medians, and parking lots and alleys as shown in Exhibit I,
549 using a mechanical regenerative air or other City-approved sweeper.

550 **1.87 State.** The State of California.

551 **1.88 Term.** The time period or duration for which the Agreement is in effect, as
552 described in Article 4 of this Agreement.

553 **1.89 Tier One Commercial Edible Food Generator.** Tier One Commercial Edible
554 Food Generator, defined within SB 1383, means a commercial Edible Food generator that has an SB
555 1383 compliance deadline of January 1, 2022. Tier One Generators include supermarkets; grocery
556 stores with a total facility size equal to or greater than 10,000 square feet; food service providers that
557 serve institutional, governmental, commercial, or industrial locations; food distributors; and/or
558 wholesale food vendors.

559 **1.90 Tier Two Commercial Edible Food Generator.** Tier Two Commercial Edible
560 Food Generator, defined within SB 1383, means a commercial Edible Food generator that has an SB
561 1383 compliance deadline of January 1, 2024. Tier Two Generators include restaurants with 250 or
562 more seats or a total facility size equal to or greater than 5,000 square feet; hotels with an on-site food
563 facility and 200 or more rooms; health facilities with an on-site food facility and 100 or more beds; large
564 venues (permanent venue facilities that annually seat or serve an average of more than 2,000
565 individuals within the grounds of the facility per day of operation); large events (events that serve an
566 average of more than 2,000 individuals per day of operation of the event, at a location that includes,
567 but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system,
568 or other open space when being used for an event); state agencies; and/or local education agencies.

569 **1.91 Transfer Station.** As defined in Public Resources Code Section 40200, this
570 means those facilities utilized to receive Solid Wastes, temporarily store, separate, convert, or
571 otherwise process the materials in the Solid Wastes, or to transfer the Solid Wastes directly from
572 smaller to larger vehicles for transport, and those facilities used for transformation.

573 **1.92 Universal Waste.** Any waste matter which the State of California classifies as
574 “Universal Waste,” including, but not limited to, items and materials listed in 22 CCR 66261.9, as it
575 may be amended, as well as the following: E-waste (as defined herein), batteries (other than
576 automobile batteries), thermostats, lamps with fluorescent tubes, high intensity discharge lamps,
577 sodium vapor lamps, and other lamps with hazardous waste characteristics, cathode ray tubes,
578 aerosol cans, mercury-containing items, prescription and non-prescription drugs, not including
579 controlled substances.

580 **1.93 Violation Notice.** A notice mailed or emailed to a customer who has had an
581 Overage or Contamination violation, that includes the following: Date of the offense; Description of the
582 offense; If available, a photograph or video (or link to photograph or video); A description of the
583 materials that are appropriate for collection in said Container and a link to view online with educational
584 materials; and a website to obtain additional information.

585 **1.94 Wood Waste.** Solid Waste consisting of stumps, large branches, tree trunks, and
586 wood pieces or particles that are generated from the manufacturing or production of wood products;
587 harvesting, processing, or storage of raw wood materials; or Construction and Demolition activities.

588 **Article 2. GRANT OF FRANCHISE**

589 **2.01 Grant of Franchise.** The City grants to Company during the Term the exclusive
590 right and Franchise to provide Solid Waste Management Services and Street Sweeping Services in
591 the City in accordance with the terms of this Agreement and Chapter 13.08 of the Municipal Code.

592 **2.02 Exclusive.** City agrees not to award any contract to, or enter into any contract
593 with any Person other than the Company for the provision of Street Sweeping and residential,
594 commercial, or industrial Solid Waste Management Services including Collection of Solid Waste,
595 Recyclable Materials, Organic Waste and C&D generated in the City, except as described in Section
596 2.05, or except where otherwise precluded by Applicable Law or this Agreement.

597 **2.03 Incorporation of Chapter 13.08 of the Woodland Municipal Code.** Except as
598 modified by a more restrictive provision of this Agreement, the City's grant of this exclusive Franchise
599 to Company pursuant to this Agreement incorporates all terms and conditions of Chapter 13.08 of
600 the Municipal Code, as it currently exists or as may be amended from time to time. Company
601 acknowledges and agrees that the provisions of Chapter 13.08 of the Woodland Municipal Code
602 establish the minimum standards to be observed by Company, and that those minimum standards
603 may be modified by any higher standards and stricter regulations set forth in this Agreement.

604 **2.04 Mandatory Collection.** The City hereby agrees and covenants to the Company
605 that it will at all times during the term of this Agreement require by ordinance or otherwise that all
606 Residential Premises, Multi-Family Dwellings, Mobile Home Parks and Commercial Premises within
607 the City which generate Solid Waste, Recyclables or Organics shall be required to have mandatory
608 service from Company pursuant to the exclusive Franchise granted in this Agreement, with the
609 exception of those certain Customers exempted from Service requirements as provided in Section
610 2.05 and 2.06 and those Customers who comply with Section 13.08 of the Woodland Municipal Code.

611 **2.05 Exempted Services.** The following services are expressly excluded from this
612 Franchise:

613 2.05.1 Rental, lease, or sale of Compactors, provided that the Company shall have the
614 exclusive right to provide hauling services for Compactors unless used exclusively for the
615 collection of Self-Haul materials.

616 2.05.2 Self-Haul, including back-haul, of Solid Waste, Recyclables, Organic Waste, or
617 C&D Debris whereby materials are delivered by a Residential or Commercial Customer directly
618 to a permitted Disposal or Processing site, using the Customer's own equipment. Customers
619 cannot subcontract any portion of the Self-Haul to any entity other than the Company.

620 **2.06 Exclusions from the Franchise.** The materials listed below in this Section may
621 be collected and transported by other Persons. Such Persons shall do so in accordance with the
622 Municipal Code. The Franchise granted by this Agreement does not include:

623 2.06.1 Material from Gardeners and other Household Services. Gardeners, tree
624 trimmers, roofers, carpenters, masons, or similar contract enterprises who haul or dispose of
625 grass clippings, prunings, wood or other materials collected in the course of their business using
626 their own equipment. This provision does not allow the hauling of materials by any business hired
627 solely for the purposes of hauling and/or removal of debris.

628 2.06.2 Sale or Donation of Recyclables or Organics. The sale or donation of Recyclable
629 Materials or Organic Waste by the Persons generating such Recyclable Materials or Organic
630 Waste. Donation of Recyclable Materials or Organic Waste must be to Persons that are not in
631 the business of processing or disposing such materials. Sale of Recyclable Materials or Organic
632 Materials must result in a net payment to the Generator after consideration of collection, handling,
633 processing costs and other costs.

634 2.06.3 Commodities. Recyclables, Organics, C&D, and Specialty Recyclable Materials
635 which Owner or occupant: (i) separates from Solid Waste, (ii) places in a Container which is not
636 provided by Company, and (iii) sells, donates, or is otherwise compensated for by a collector
637 resulting in a net payment to the Generator after consideration of collection, handling, processing
638 costs and other costs.

639 2.06.4 Containers Recycled. Containers delivered for Recycling under the California
640 Beverage Container Recycling and Litter Reduction Act, Public Resources Code section 14500.

641 2.06.5 Onsite Composting. Organic Waste composted on a Residential Premise.

642 2.06.6 Animal and Grease Waste. Animal waste and remains from slaughterhouse or
643 butcher shops, or grease waste for use as tallow.

644 2.06.7 Sewage Treatment By-Product. By-products of sewage treatment including
645 sludge, sludge ash, grit, and screenings.

646 2.06.8 Hazardous Wastes. HHW, Hazardous Waste, and Designated Waste regardless
647 of its source with the exception of materials Company is required to Collect in accordance with
648 Exhibit A of this Agreement.

649 2.06.9 Public School Wastes. Materials generated by public schools located in the City..

650 **2.07 Responsibility to Enforce.** It shall be the Company's responsibility to enforce this
651 Franchise, except as to violations of the Municipal Code. Company may require Residential and
652 Commercial Premises utilizing one of the franchise exclusions above to provide Company with
653 information sufficient to verify compliance with the claimed exception. If other Persons are servicing

Collection Containers or are Collecting and transporting Solid Waste, Recyclable Materials, Organic Waste, and/or C&D in a manner that is not consistent with the Municipal Code, Company shall report the location and the name of the Person or company to the City along with Company's evidence of the violation of the exclusiveness of this Franchise. Company's reporting is not in lieu of any other rights it has, or may have, to enforce its legal rights. The City will provide reasonable support to Company in these efforts, including enforcement of applicable Municipal Code provisions.

2.08 Selection of Disposal and Processing Sites. The City shall have the right to approve the Designated Disposal Site for Solid Waste and the Designated Processing Sites for Recyclables and Organics. Initially, the Designated Disposal Site is Yolo County Landfill for Solid Waste. The Designated Processing Site for Organics shall be Northern Recycling's compost facility at the Yolo County Landfill, the Designated Processing Facility for Recyclables is the Sacramento Recycling and Transfer Station operated by Company and the Designated C&D Debris Processing Facility is the Yolo County Landfill. The City may change the Designated Disposal Site, and Designated Processing Sites at any time, with ninety (90) days' written notice to the Company. Should the change in site increase the Company's cost of Transport, Processing, and/or Disposal, the Company's Rates shall be adjusted as described in Section 7.03.

2.09 City's Ability to Seek Prior Agreement Applicable Liquidate Damages. Nothing in this Agreement shall limit the City's right or ability to seek liquidated damages from the Company for its performance under the City's prior franchise agreement provided that any claim for any such liquidated damages is made in writing by the City to the Company no more than ninety (90) days after the City receives the Company's final monthly, quarterly and/or annual report and supporting documentation. Any such potential liquidated damages shall be limited to the Company's performance from January 1, 2024 through the Effective Date of this Agreement.

Article 3. FRANCHISE FEE AND OTHER CONSIDERATIONS

3.01 General. Company shall remit the fees described in Sections 3.02-3.04 of this Article to City on a monthly basis as described in Section 3.06 or as otherwise specified by fee type. Company may be required to separately identify each fee and other specific costs on bills as determined and directed by City. Company shall pay the City fees described in this Article for revenues collected from all Customers.

3.02 Franchise Fee. Company shall pay the City a Franchise Fee in the amount of \$3,100,000 per year, paid in monthly installments,, escalated annually by the CPI Adjustment in accordance with Section 7.03.

3.03 AB 939 Fee. The Company will pay the City on a monthly basis \$0.70 per Residential Customer and \$0.25 per cubic yard of Solid Waste subscribed to Commercial Customers to cover costs of compliance with AB 939.

689 **3.04 Other Fees and Considerations.** The City may set or adjust “other” fees, such as
690 a vehicle impact fee, as it deems necessary. The amount, time, and method of payment and
691 adjustment process will be set in a manner similar to that for other fees described in this Article, and
692 any adjustments or increases shall be an allowable pass-through cost for which Company’s
693 compensation shall be adjusted in accordance with Section 7.03. In addition and in consideration of
694 City entering into this Agreement, Company shall pay City \$130,000 within 60 days of the execution
695 of this Agreement by both Parties. These funds are being provided in lieu of Company funding future
696 performance reviews and may be used by the City at its discretion.

697 **3.05 Adjustment to Fees.** City shall adjust the fees established in this Article annually
698 as required during the Term of this Agreement and as otherwise required by Applicable Law. Any
699 increase to fees shall be an allowable pass-through cost for which Company’s compensation shall be
700 adjusted in accordance with Section 7.03. Any reduction to fees shall result in a corresponding
701 reduction in Customer Rates.

702 **3.06 Payment Schedule and Late Fees.** The Company shall prepare and provide to
703 the City a monthly statement and a Monthly Remittance by the 30th day of the following month. The
704 Company shall remit the Franchise Fee and other Fees in this Section as part of the Monthly
705 Remittance. If the Company fails to pay the entire amount of compensation due the City through error
706 or otherwise, the difference due the City shall be paid by the Company within thirty (30) days from
707 discovery of the error or determination of the correct amount. In addition, the Company shall pay
708 interest on any underpayment at the rate of ten percent (10%) per annum. Any overpayment to the
709 City through error or otherwise shall be offset against the next payment due from the Company without
710 interest. Acceptance by the City of any payment due under this Section shall not be deemed to be a
711 waiver by the City of any breach of this Agreement, nor shall the acceptance by the City of any such
712 payments preclude the City from later establishing that a larger amount was actually due, or from
713 collecting any balance due to the City. In case of dispute between the City and the Company regarding
714 any amounts due, the Company shall pay the undisputed portion of the amount claimed by the City
715 as due and notify the City in writing at the time of payment as to any payment that is paid under protest,
716 specifying the basis of its claim of overpayment.

717 3.06.1 Each Monthly Remittance to the City shall be accompanied by a statement
718 itemizing each fee paid; and detailing calculation of all fees.

719 **3.07 Public Education Budget.** Company shall provide City with Forty Thousand
720 Dollars (\$40,000) per calendar year, increased annually by the CPI Adjustment (Section 7.03.1), for
721 producing Public Education materials as approved by the City. At the direction of the City, any
722 unexpended amounts from a given year shall accumulate for City’s future Public Education use.
723 Company shall inform City of funds expended on Public Education by quarter. For calendar year 2025
724 the budget will be prorated.

725 **3.08 Audits.** The relevant books and records of the Company shall be subject to audit
726 and inspection for the purpose of reviewing billing operations, accounts receivable and customer

service, by either Party, its auditors or other agents, at any reasonable time upon reasonable notice. Such audit or inspection shall take place at a City facility, if reasonably practicable, or at a Company facility in Yolo County. The City shall initially bear the cost of such audit. If such audit discloses a material breach of this Agreement or an underpayment of the Franchise Fee or other sums due under this Agreement in excess of five percent (5%) of the amount which should have been paid, the Company shall promptly tender to the City the amount of such underpayment, together with interest at the rate of ten percent (10%) computed from the date of underpayment, and shall further reimburse the City for the entirety of its audit costs, including, without limitation, auditor's costs and expenses, internal costs and expenses, and legal and other third party expenses. If such audit discloses an underpayment of less than five percent (5%), the Company shall promptly repay such underpayment, together with interest at the rate of ten percent (10%) computed from the date of underpayment, and the City shall bear the costs of the audit. If such audit discloses an overpayment, the City shall promptly repay such underpayment and the City shall bear the costs of the audit.

3.09 Growth in Accounts. The Company shall provide service to all existing or new Customers within the City limits requiring or requesting Service during the term of Agreement, unless Service is requested for an Inaccessible Area.

Article 4. TERM OF AGREEMENT

4.01 Initial Term. The Term of this Agreement will be for a ten (10) year period beginning September 1, 2025, and terminating on August 31, 2035.

4.02 Extension. At the Contractor's option, this Agreement shall be renewed upon all the same terms and conditions for an additional five (5) year term commencing at the expiration of the initial Term. Company shall provide written notice to the City not later than eighteen (18) months in advance of the expiration of the then-current term of this Agreement of its election to extend the Agreement for a five-year term.

4.03 Prior Agreements/Covenants. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

4.04 Conditions to Effectiveness of Agreement. The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form, in whole or in part by City.

4.04.1 Accuracy of Representations. The representations and warranties made in Article 5 of this Agreement are true and correct on and as of the Effective Date.

763 4.04.2 Absence of Litigation. There is no litigation pending on the Effective Date in any
764 court challenging the award or execution of this Agreement or seeking to restrain or enjoin its
765 performance.

766 4.04.3 Furnishings of Insurance, Parent Guaranty, and Performance Bond. Company has
767 furnished evidence of the insurance, parent guaranty in a form as set forth in **Exhibit G**, and
768 performance bond required by Section 11.03 of this Agreement that is satisfactory to the City.

769 4.04.4 Effectiveness of City Council Action. The City Council shall have taken action
770 approving this Agreement and all Parties shall have signed the Agreement pursuant to Applicable
771 Law prior to or on the Effective Date, provided that no restraining order of any kind has been
772 issued.

773 **Article 5. COMPANY RESPONSIBILITY**

774 **5.01 Agreement to Perform**. Company agrees to perform all of its obligations under
775 this Agreement for the Term. Company shall furnish all of the labor and equipment necessary for the
776 collection, processing and Disposal of all Solid Waste subject to the terms and conditions of this
777 Agreement and in compliance with all Applicable Laws.

778 **5.02 Company's Representations and Warranties**. Company represents and
779 warrants to the City that it has all applicable local, regional, state, and federal permits and licenses to
780 perform the services under this Agreement, including, but not limited to, local land use approvals,
781 County of Yolo collector permits, truck operating permits and a City of Woodland business license.
782 Company further represents and warrants to the City that it has the professional and technical
783 personnel required to perform the services in conformance with this Agreement and the Applicable
784 Laws, and that it shall perform the services under this Agreement in a skillful and competent manner,
785 consistent with the standards generally recognized as being employed by professionals in the same
786 discipline in the State of California. There is no action, suit, proceeding or investigation, at law or in
787 equity, before or by any court or governmental authority, commission, board, agency or instrumentality
788 pending or, to the best of Company's knowledge, threatened, against Company wherein an
789 unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially
790 adversely affect the performance by Company of Company's obligations hereunder or in connection
791 with the transactions contemplated hereby, or which, in any way, would adversely affect the validity
792 of, or the ability to enforce this Agreement or any other agreement or instrument entered into by
793 Company in connection with the transactions contemplated hereby. The Company shall hold or
794 possess a right to use all proprietary property including patents, rights to patents, trademarks,
795 copyrights, and licenses, as the case may be of any equipment or software necessary for the
796 performance by the Company of its obligations and the transactions contemplated by this Agreement.
797 Company represents that it does not know any material conflict with the rights of other parties
798 regarding proprietary property.

799 **5.03 Corporate Status.** Company is a Delaware corporation duly organized, validly
800 existing and in good standing under the laws of the State. It is qualified to transact business in the
801 State and has the power to own its properties and to carry on its business as now owned and operated
802 and as required by this Agreement.

803 **5.04 Corporate Authorization.** Company has the authority to enter this Agreement and
804 perform its obligations under this Agreement. The Board of Directors of Company (or the shareholders,
805 if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise,
806 to authorize the execution of this Agreement. The Person signing this Agreement on behalf of
807 Company represents and warrants that they have authority to do so. This Agreement constitutes the
808 legal, valid, and binding obligation of the Company.

809 **5.05 Agreement Will Not Cause Breach.** To the best of Company's knowledge after
810 reasonable investigation, the execution or delivery of this Agreement or the performance by Company
811 of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or
812 governmental regulation applicable to Company; or (ii) any term or condition of any judgment, order,
813 or decree of any court, administrative agency, or other governmental authority, or any Agreement or
814 instrument to which Company is a party or by which Company or any of its properties or assets are
815 bound, or constitutes a default thereunder.

816 **5.06 No Litigation.** To the best of Company's knowledge after reasonable
817 investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any
818 court or governmental authority, commission, board, agency, or instrumentality decided, pending, or
819 threatened against Company wherein an unfavorable decision, ruling, or finding, in any single case or
820 in the aggregate, would:

821 5.06.1 Materially adversely affect the performance by Company of its obligations
822 hereunder;

823 5.06.2 Adversely affect the validity or enforceability of this Agreement; or

824 5.06.3 Have a material adverse effect on the financial condition of Company, or any surety
825 or entity guaranteeing Company's performance under this Agreement.

826 **5.07 No Adverse Judicial Decisions.** To the best of Company's knowledge after
827 reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this
828 Agreement to legal challenge.

829 **5.08 No Legal Prohibition.** To the best of Company's knowledge after reasonable
830 investigation, there is no Applicable Law in effect on the date Company signed this Agreement that
831 would prohibit the Company's performance of its obligations under this Agreement and the
832 transactions contemplated hereby.

833 **5.09 Company's Investigation.** Company has made an independent investigation
834 (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be
835 performed hereunder. Company has taken such matters into consideration in entering this Agreement
836 to provide services in exchange for the compensation provided for under the terms of this Agreement.

837 **5.10 Voluntary Use of Approved Facilities.** The Company, without constraint and as
838 a free-market business decision in accepting this Agreement, agrees to use Designated Disposal Site
839 for all of the Solid Waste Collected and the Designated Processing Sites for all Recyclables, Organics
840 and C&D Collected. Such decision by Company in no way constitutes a restraint of trade
841 notwithstanding any Change in Law regarding flow control limitations or any definition thereof.
842 Company shall have an affirmative duty to select for Disposal of City's Solid Waste only those landfill
843 facilities which comply with state and federal law.

844 **5.11 Community Partnership Payment.** In consideration of the extension option
845 provided to Contractor in Section 4.02, Contractor shall pay the City the sum of Two Million Dollars
846 (\$2,000,000) within thirty (30) days of the execution of this Agreement. Such payment is intended to
847 benefit the community and may be used at City's sole discretion for all purposes as permitted by law.
848 This payment shall not be included in the Rates and is voluntarily paid by Contractor to benefit the
849 community. The City shall immediately return the \$2,000,000 if this Agreement does not become
850 effective on September 1, 2025 pursuant to Sections 4.04.2, 4.04.4 or 5.11. The City shall immediately
851 return the \$2,000,000 if so required by a federal or state court order. The City may return the
852 \$2,000,000 if it is sued within four (4) years from the date on which the City receives the \$2,000,000
853 payment by a plaintiff alleging the \$2,000,000 payment is not legally permissible. If the City returns
854 the \$2,000,000 payment pursuant to any of the preceding three sentences, then Contractor shall no
855 longer have the right to extend the Agreement pursuant to Section 4.02.
856

857 **Article 6. SCOPE OF SERVICES AND CHANGES SCOPE**

858 **6.01 Services.** Company undertakes, and agrees, in accordance with the terms and
859 conditions of this Agreement, to provide comprehensive Solid Waste Management Services, as set
860 forth in **Exhibit A** to this Agreement, which is incorporated into this Agreement by this reference.

861 **6.02 Performance.** Company undertakes and agrees to perform the obligations of this
862 Agreement in a prompt, thorough, lawful, professional, and sanitary manner and in accordance with
863 the Applicable Laws.

864 **6.03 City Regulations.** Company's Solid Waste Management Services described in
865 this Agreement and in **Exhibit A** to this Agreement shall be performed in accordance with the
866 specifications contained within the Municipal Code as they now exist or may from time to time be
867 amended. City shall have the authority to issue regulations, orders, directions, and instructions to
868 Company from time to time regarding the collection, transportation, removal, Disposal and processing
869 of Organics, Solid Waste and Recyclables, Street Sweeping, the performance of Company's services

hereunder, and Company's compliance with the Municipal Code. Company agrees to comply therewith. Unless otherwise noted in this Agreement, or if changed by the City Council or City Manager or their designee Company shall be responsible for implementing all City actions necessary under this Agreement, including direction of Company. Company shall be entitled to rate adjustments pursuant to Section 7.03**Error! Reference source not found.** in the event City exercises any of its rights described in this Section and Section 6.04 which result in increases in costs or reduction in revenue to Company.

6.04 City-Requested Changes to Scope of Services.

6.04.1 Types of Changes. City may request Company to perform additional services or modify existing services. For example, and without limitation, the City may request the following:

6.04.1.1 Collection of certain materials, which were originally Solid Waste, but during the term of this Agreement can, in the reasonable opinion of the City, be economically Recycled or Composted;

6.04.1.2 Inclusion of new diversion programs;

6.04.1.3 Expansion of Public Education activities;

6.04.1.4 Elimination of programs;

6.04.1.5 Modification of the manner in which Company performs existing services;

6.04.1.6 Performance of pilot programs; or

6.04.1.7 Implementation of innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Generators.

6.04.2 Procedure for Making Changes in Scope.

6.04.2.1 Company shall present, within sixty (60) calendar days of the City's written request, or within such additional time as is reasonable, a written proposal to provide additional or expanded services. The proposal may contain a complete description of the following:

a) Collection methodology to be employed (equipment, manpower, etc.).

b) Equipment to be utilized (vehicle number, types, capacity, age, etc.).

c) Labor requirements (number of employees by classification).

- 900 d) Type of materials and Containers to be utilized.
- 901 e) Change in costs.
- 902 f) Provision for program publicity/education/marketing.
- 903 g) Five (5) year projection of the financial results of the program's operations
904 in a balance sheet and operating statement format, including documentation
905 of the key assumptions underlying the projections and the support for those
906 assumptions, giving full effect to the savings or costs to existing services.
- 907 h) Plans for implementing the service change.
- 908 i) Proposed Rates that reflect the service change with supporting
909 documentation of the calculation and justification for the change in Rates.
- 910 6.04.2.2 The City shall review the Company's proposal for the change in
911 scope of services. If the Company's proposal is desirable to the City, the City may
912 negotiate with the Company to amend the Agreement to reflect the change in scope. If
913 the Company's proposal is not desirable to the City, the City shall provide a written
914 response to the Company identifying the City's reasons for not wanting to negotiate with
915 the Company.
- 916 6.04.2.3 Adjustment to Company's Compensation. If the City requests a
917 change in scope of services, Company shall be entitled to an adjustment in its
918 compensation as agreed to by the City and the Company.. Company shall not be
919 compensated for the proposal preparation costs or costs incurred during the negotiation
920 of its proposal for the change in scope of such services.

921 **Article 7. RATES AND BILLING**

922 **7.01 Company's Compensation.** The Company's compensation for performance of all
923 its obligations under this Agreement shall be the actual gross Rate revenues remitted to Company by
924 Customers, less fees due to the City in accordance with Article 3. Company's compensation provided
925 for in this Article shall be the full, entire, and complete compensation due to Company pursuant to this
926 Agreement for all labor, equipment, materials and supplies, Processing and Disposal fees, taxes,
927 insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the
928 services in the manner required by this Agreement.

929 7.01.1 If Company's costs are more than actual Gross Revenues retained by Company,
930 Company shall not be compensated for the difference in costs and revenues. In addition,
931 calculations of Company's compensation or Rates shall not be adjusted for past variances of actual
932 costs or revenues.

933 **7.02 Rates.** Under this Agreement, Company shall have the right and obligation to
934 charge and collect from Customers Rates. Company shall charge Customers Rates approved by the
935 City. The Company shall collect payments from Customers in accordance with the City approved
936 Rates.

937 7.02.1 Low-Income Discount as Company's Good Will. In exchange for the good will of
938 the City and the general public, Company voluntarily agrees to offer a fifteen percent (15%)
939 discount to the rate it charges for Solid Waste Collection provided to eligible Customer (the
940 "Discount") and that the Discount shall neither impact the Maximum Service Rates nor be otherwise
941 paid for or subsidized by any other Customers. Company shall make the Discount available to any
942 Customer who qualifies for the PG&E CARE or FERA program, is the legal property Owner or
943 tenant at the Residential Premises, and the name on the solid waste bill matches the name on the
944 PG&E bill for that Premises.

945 **7.03 Adjustments to Service Rates.**

946 7.03.1 CPI Adjustment. The Rates shall be increased annually for a CPI Adjustment (as
947 defined below) and such increase shall be effective as of the first day of January of each calendar
948 year. This annual increase (hereinafter referred to as the "CPI Adjustment") shall be equal to the
949 amount derived by multiplying (A) the previous Rate by (B) the percentage increase in the CPI –
950 Urban Consumer – Garbage and trash collection index, series ID CUUR0000SEHG02 ("CPI")
951 during the July through June period for which the CPI is available, subject to a maximum CPI
952 Adjustment of 5% and a minimum CPI Adjustment of 0%. If the 5% maximum CPI Adjustment
953 applies for a particular year, the CPI Adjustment above such 5% cap shall be carried forward to
954 the following year's CPI Adjustment subject to the 5% cap. For example, if the CPI Adjustment
955 would be 6% but for the 5% cap, the 1% difference would be added to the following year's CPI,
956 subject to the 5% cap). **Exhibit D** (Rate Adjustment Example) provides an example of the annual
957 rate adjustment calculation described above.

958 7.03.1.1 Third Party Credit Card Processing Fees. Credit card processing
959 fees may apply for Customers who choose to pay their bill with a credit card. These third
960 party processing fees shall not be subject to the CPI Adjustment.

961 7.03.2 Discretionary Rate Review Request. In addition to the CPI Adjustment, the Service
962 Rates may, upon written request of the Company, be further adjusted (a "Discretionary
963 Adjustment") for increased expenses or reduced revenue associated with performance of the
964 services hereunder. Company must provide financial statements covering franchised operations
965 for the prior three (3) year period with any request for a Discretionary Adjustment. The financial
966 statements shall be reviewed by a third party. The Council may approve or deny, in its reasonable
967 discretion, any Discretionary Adjustment; where Company has provided substantial evidence that
968 its costs or revenue have been negatively impacted by the events listed below, the City will not
969 unreasonably withhold approval. The Company may request a Discretionary Adjustment due to
970 any one or more of the following causes:

971 7.03.2.1 any change in law, statute, rule, regulation, ordinance, order or
972 requirement (including permits) of any federal, state, regional or local government that is
973 effective after the Effective Date of this Agreement;

974 7.03.2.2 changes in disposal methods or sites mandated by any political
975 body which may now or in the future have legal jurisdiction;

976 7.03.2.3 surcharges, fees, assessments or taxes levied by federal, state or
977 local regulatory authorities or other governmental entities upon the collection, processing
978 or disposal of Franchise Materials;

979 7.03.2.4 increases in costs resulting from a change in the location of the
980 landfill or other Designated Disposal Site, or Designated Processing Site, to which the
981 Company is required to transport material collected hereunder or a change to the
982 Designated Disposal Site, or Designated Processing Sites directed by the City; or

983 7.03.2.5 any other causes or reasons that are not within the reasonable
984 control of the Company.

985 7.03.3 CPI Rate Adjustment Procedure. The Company shall submit to the City a written
986 request for a CPI Adjustment no later than August 1 of any given year. The Company's failure to
987 submit a timely request shall constitute a waiver of the Company's rights to seek a rate
988 adjustment for the following calendar year except to the extent that the City determines such
989 failure does not materially prejudice the City's ability to give due consideration to and take action
990 with respect to such request in the ordinary course of business so that any change in Service
991 Rates may take effect on the following January 1. Within thirty (30) days after the Company
992 provides the City with such request and report, the City shall notify the Company in writing as to
993 whether the City accepts such information as complete or specifying any respect in which the
994 City deems such information incomplete or deficient. Provided that adequate supporting
995 information has been submitted by the Company, any requested CPI Adjustment shall be
996 deemed approved and shall take effect on the following January 1st.

997 7.03.4 Discretionary Rate Adjustment Procedure – The Company may submit to the City
998 a written request for a Discretionary Rate Adjustment one time during each calendar year. That
999 request shall site the specific cause for the Company's request, three years of reviewed financial
1000 statements, supporting calculations for the requested Discretionary Rate Adjustment, and any
1001 other data the City requires in support of its review of the Company's request.

1002 Provided that adequate supporting information has been submitted by the Company, any
1003 City approved Discretionary Adjustment shall be placed on the Council agenda for consideration
1004 following compliance, if required, with the Proposition 218 notice and hearing requirements.. The
1005 City shall afford the Company a reasonable opportunity to supplement the information provided
1006 with the request in the event the City staff or the Council determines that it is not complete.

Prior to any approval of a Discretionary Adjustment, the City may submit the proposed increase for such approval by the ratepayers as required by State law, provided, however, that the City shall not combine such submittal to the ratepayers with any other submission. Upon receipt of such approval, or after determination that a majority protest by ratepayers has not occurred which would defeat any such modification of rates, the City may consider the rate adjustment.

7.03.5 In addition, the City shall have no obligation to grant a Discretionary Adjustment if written protests against the proposed Discretionary Adjustment are received from Owners of a majority of the affected parcels, pursuant to Section 6(a) of Article 13D of the California Constitution, if such provisions are applicable to the Discretionary Adjustment. The Company shall pay for the City's reasonable out-of-pocket costs incurred in submitting such proposed increase for approval as required by such provision and may include the payment in its request for a Discretionary Adjustment.

7.03.6 Effective Date of Discretionary Adjustments. The City Council may, in its sole discretion, select the effective date of any Discretionary Adjustment, including determining whether a Discretionary Adjustment shall have retroactive effect. However, the obligations set forth in Sections 7.03.2 and Sections 7.03.4 shall apply.

7.04 Limitations on Rate Adjustments. Company understands and agrees that City may elect to or be required to comply with California Constitution Article XIII D (Proposition 218) or other Applicable Law before approving any new or increased maximum Rates. City shall not be in breach of this Agreement if its residents lawfully delay or prevent City from raising or imposing the Rates through the California Constitution Article XIII D or other applicable process. In such event, City and Company shall meet in good faith to consider alternatives and options, with a priority being on reduction in services and reduction in City fees such that Company will achieve the level of profitability as if such delayed or prevented Rates were approved. All costs incurred in providing notices required under California Constitution Article XIII D or other Applicable Law in connection with a rate adjustment shall be paid by the City.

7.05 Notice of Rate Change. The Company shall provide all Customers with advance written notice of approved Rate changes, in the form of a bill insert at least thirty (30) days before the effective date of such changes provided City has approved the rate in time for the printing deadline. Notice of rate can also be done as a dunning message on invoices and/or posted online.

7.06 Billing.

7.06.1 The Company shall bill Customers for all Services. Billing for Residential Premises shall reflect the appropriate bundled rates, as well as itemized rates for any additional services as provided in Exhibit B. Billing for Commercial Premises shall be itemized separately for Solid Waste Collection, Recycling Services, and Organics Collection, as applicable, as well as itemized rates for any additional services as provided in Exhibit B. Such billings may cover the

periods and be collected by the methods hereinafter set forth. The Company shall prepare, mail, and collect bills (or shall issue written receipts for cash payments) for Collection services provided by Company.

7.06.2 Company shall make arrangements to allow its Customers to pay bills through the following means: check, cash, credit card, internet payment service, or automatic withdrawal from banking account.

7.06.3 Detail. Billings shall be of sufficient detail as to clearly delineate charges for each type of Solid Waste Management Service delivered and must at a minimum be individually line listed. City shall retain the right to revise the billing format at Company's expense if, in City's opinion, additional billing information is deemed necessary.

7.06.4 Copies. Company shall maintain copies of billings and receipts in chronological order for a period of three (3) years after the date of service for inspection by City. Company may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

7.06.5 Past Due Accounts. Company shall be responsible for collection of payment from Customers with past due accounts ("bad debt"). Company shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. Bad debt may be referred to the City for special assessment pursuant to Section 7.06.9. Company may discontinue services to Commercial Customers that are past due 90 days.

7.06.6 Customer-Specific Billing Instructions.

7.06.6.1 Residential. Residential Customers may be billed for up to two (2) months in advance or based on arrears/advanced billing combinations implemented at the discretion of the Company. Payment shall be due at the end of such service period. If not paid when due, the bill shall be considered delinquent, and the Company may charge a monthly late fee of 2.5% or \$5.00, whichever is greater. If the bill is not paid within 60 days of billing, and after notice of delinquency has been sent to the Customer by the Company, the Company may initiate a lien procedure, under the City's authority, and pursuant to the provisions of the Woodland Municipal Code, which will result in placement of a lien on the property. See Section 7.06.9.

7.06.6.2 Commercial. Commercial Customers shall be billed monthly in advance. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered; thereafter, the bill shall be considered delinquent, and the Company

may charge a monthly late fee of 2.5% or \$5.00, whichever is greater. If the bill is not paid within 60 days of billing, and after notice of delinquency has been sent to the Customer by the Company, the Company may initiate a lien procedure, under the City's authority, and pursuant to the provisions of the Woodland Municipal Code, which will result in placement of a lien on the property. See Section 7.06.9.

7.06.6.3 Roll-Off Service. Customers shall be billed in arrears. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered; thereafter, the bill shall be considered delinquent, and the Company may charge interest not to exceed the maximum interest rate allowed by law (2.5% late charge or \$5.00, whichever is greater) for such time as the bill remains unpaid after the due date. If the bill is not paid within 60 days of billing, and after notice of delinquency has been sent to the Customer by the Company, the Company may terminate service to that Customer. Prior to and after doing so, the Company shall notify the City in writing.

7.06.7 Bill Inserts. City may direct Company to insert mailers, which shall be a single sheet of paper no larger than eight and one half (8.5) inches by eleven (11) inches, that may be tri-folded, relating to service with the Bills. The mailers shall be printed on double-sided, post-consumer recycled content paper (consistent with SB 1383 paper procurement regulations) and shall fit in standard envelopes. Company also agrees to insert with the billings, mailers describing activities of the City government. City will provide not less than thirty (30) calendar days' notice to Company before the mailing date of any proposed mailing to permit Company to make appropriate arrangements for inclusion of the City's materials. City will provide Company the mailers at least fifteen (15) calendar days before the mailing date. The cost of such inserts and any additional postage shall be paid for by the City or included in the costs upon which Rates are based or deducted from the Public Education budget.

7.06.8 Review of Billings. Company shall ensure that it is charging the correct rate for the service level as listed on the City's approved rate schedule and that the billed services match the actual service provided. It shall also ensure that it is not charging any rates or fees that are not listed on the City's approved rate schedule. Company shall review Residential Customer accounts and Commercial Customer accounts annually, unless City directs Company to do otherwise. Company shall submit to City every other year, a written report of the billing review thirty (30) days after the end of each Rate Period. The scope of the review, the Company's work plan, and the format of the report (including supporting exhibits) shall be submitted to the City for approval no later than sixty (60) days prior to commencement of the billing review process. The City may perform this review itself or through use of an agent.

1119 7.06.9 Collections Assistance. The Company shall provide all the required
1120 information to the City for parcels to be liened or have a special assessment imposed by
1121 June 10 of each year. This information shall be accurate and not require any research
1122 on the City's part regarding parcel Owner, address, etc. The Company is responsible for
1123 notifying the property Owner that a lien or special assessment will be placed on the parcel
1124 by August of each year. The Company will notify the City no later than June 30 of any
1125 valid payments received for parcels contained in the notice previously provided by the
1126 Company to the City. The City will provide the list of affected properties to the County.

1127 **Article 8. STANDARDS FOR SERVICES, EQUIPMENT, AND** 1128 **PERSONNEL**

1129 **8.01 Collection Hours and Schedules**. Company vehicles shall perform Collection
1130 only during the hours described below.

1131 8.01.1 Residential Premises. Collection from Residential Premises shall only occur
1132 between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. In the event of a carryover,
1133 the Company may recover routes on Saturday without prior City approval, provided the City is
1134 notified.

1135 8.01.2 Commercial Premises. Collection from Commercial Premises shall only occur
1136 between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday.

1137 8.01.3 Street Sweeping. Street Sweeping shall only occur between the hours of 6:00 a.m.
1138 and 6:00 p.m., Monday through Friday.

1139 8.01.4 Exceptions. The hours of Collection may be extended temporarily as a result of
1140 extraordinary circumstances or conditions with the prior consent of the City Manager.

1141 **8.02 Change in Operations/Administration or Schedule**. The Company shall notify
1142 the City in writing of any material changes in, or to the operation to provide Solid Waste Management
1143 Services (e.g. vehicle routes, equipment type, crew size), administration (e.g., management, CSR and
1144 route supervisor staffing), and schedule five (5) days in advance of the time such material change is
1145 implemented, except that notice regarding changes in personnel will be provided within five days of
1146 Company becoming aware of such change. Any changes to the Collection operation shall meet the
1147 service requirements and performance standards and all other terms of this Agreement. In the case
1148 of changes to the Collection schedule, the Company must notify all affected Customers at least
1149 fourteen (14) days prior to any change in a Collection day. The Company shall not permit any
1150 Customer to go more than seven (7) days without service in connection with a Collection schedule
1151 change other than in the event of an Uncontrollable Circumstance.

1152 In addition, the City may direct the Company to modify the Collection schedule around schools
1153 and in other high traffic areas to avoid Collection during peak traffic hours, as determined by the City.

The City shall endeavor to notify the Company at least three (3) days in advance of planned City-directed work, such as road or repair or utility upgrade projects, that may restrict access to streets where the Company is scheduled to perform Solid Waste Management Services. The City will, to the extent feasible, schedule such work to prevent Franchise Service interruptions or delays.

8.03 Holiday Collection Schedule. If the day of Collection on any given route falls on a Holiday observed by the Designated Disposal Site or Designated Processing Site to which the Company delivers the City's Solid Waste, Recyclables or Organic Waste, the Company shall provide Collection for such route on the next workday following such Holiday, thereby adjusting subsequent workdays that week.

8.04 Collection Standards.

8.04.1 Recoverable Materials. Company shall only be responsible for Collecting materials as Recyclable Materials and/or Organic Waste if they are recoverable and/or Recyclable by the respective Designated Processing Facility for the material type. Should acceptable materials change during the Term, Company shall notify the City prior to changing any education and outreach to Customers.

8.04.2 Servicing Containers. Company shall pick up and return each Container to the location where the occupant properly placed the Container for Collection. Company shall place the Containers upright with lids closed. The City may levy fines for repeat occurrences of Container misplacement in accordance with Article 13 of this Agreement.

8.04.2.1 Company shall use due care when handling Containers. Containers shall not be thrown from trucks, roughly handled, damaged, or broken.

8.04.2.2 Company, at the request of Customers, shall provide special services including unlocking Containers; accessing Container enclosures with a key; or pulling or pushing Containers to the Collection vehicle. Company shall charge Customers for extra services in accordance with City-approved Rates set forth in **Exhibit B**.

8.04.3 Private Drives and Inaccessible Areas. For Residential Premises on Private Drives or other Inaccessible Areas, the Company shall Collect Solid Waste, Organic Waste, and Recyclables on the nearest Public Street or Private Road connecting to the Private Drive or other Inaccessible Area per Woodland Municipal Code Section 13.08.160. The Company shall only Collect on Private Roads that the Company deems safe and may require owner waiver from the applicable Owners.

8.05 Overage and Contamination.

8.05.1 Route Reviews. City is delegating responsibility for Route Reviews to Company and Company is fully responsible for SB 1383 Route Review requirements. At least once annually, Company shall conduct a Route Review for each Hauler Route, consistent with Exhibit

A.11. For each Route Review of a Hauler Route, Company shall inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste Containers, and Solid Waste Containers). Company may select the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited under the SB 1383 Regulations. Company shall include the results of each Route Review in its next regularly scheduled Quarterly report to City, consistent with Section 14.10.

8.05.2 Contamination Process - (Recyclables and Organic Waste Only)

8.05.2.1 First and Second Occurrences. Company shall service Containers with Contamination except where there is visible Excluded Waste. Company shall provide a Violation Notice, and no charges will be assessed.

8.05.2.2 Third Occurrence. Company shall service Containers with Contamination except where there is visible Excluded Waste and invoice the Customer a Contamination Fee in the amount set forth in **Exhibit B**. The Company shall provide a Violation Notice.

8.05.2.3 For purposes of this Section 8.05.2, an “occurrence” will no longer be applied to the Customer after twelve months. For example, a Contamination event on January 10, 2026 will no longer be counted for purposes of this Section starting January 10, 2027.

8.05.3 Overage Process (Solid Waste, Recyclables and Organic Waste)

8.05.3.1 First and Second Occurrences. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection. The Customer may correct the Overage and request that Company return to service the Container (an additional fee will apply). Alternatively, Company may collect the Container with Overage, but not invoice the Customer an Overage fee. In either case, the Company shall provide a Violation Notice. Company will not Collect any materials placed on the ground, in bags or otherwise.

8.05.3.2 Third Occurrence. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection. The Customer may correct the Overage and request that Company return to service the Container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Customer an Overage fee in the amount set forth in **Exhibit B**. In either case, the Company shall provide a Violation Notice. Company will not Collect any materials placed on the ground, in bags or otherwise.

8.05.3.3 For purposes of this Section 8.05.3, an “occurrence” will no longer be applied to the Customer after twelve months. For example, an Overage event on

1224 January 10, 2026 will no longer be counted for purposes of this Section starting January
1225 10, 2027.

1226 8.05.4 Service Increase Due to Multiple Contamination or Overage events. If there
1227 have been four (4) or more instances of Contamination or Overage for a particular material
1228 stream (i.e., Solid Waste, Recyclable Materials, or Organic Waste) during the twelve (12) month
1229 period, Company may increase the Customer's service level (i.e., larger Container or more
1230 frequent service) for such material stream to mitigate the Contamination or Overage and may
1231 increase the charges to such Customer according to the increased service level pursuant to the
1232 Rates in Exhibit B.

1233 8.05.4.1 Prior to such increases in service level, Company will provide a
1234 list of such Customers to the City and the City may request (within 7 days) Company to validate
1235 that the conditions for increasing service levels have been met. Company will also send written
1236 notice to the Customer regarding service level increases under this Section.

1237 a) Should a Customer already be subscribed to the highest available service
1238 level, City and Company shall meet and confer to determine service approach. All
1239 increases of service level with a Commercial Customer will involve a discussion
1240 between the Customer and a Company representative to determine the appropriate
1241 service level increase (i.e., larger Container and/or frequent service). Should a
1242 Residential Customer be subscribed to the maximum Cart volume, a second container
1243 of the smallest size shall be provided to increase the subscription volume.

1244 8.05.5 Care of Private Property. Company shall not damage private property. Company
1245 shall ensure that its employees: (i) close all gates opened in making Collections, unless otherwise
1246 directed by the Generator, (ii) do not cross landscaped areas, and (iii) do not climb or jump over
1247 hedges and fences.

1248 8.05.5.1 City shall refer Complaints about damage to private property to
1249 Company. Company shall repair all damage to private property caused by its employees. Any
1250 damages to public property will be repaired during the remediation to the previous condition.
1251 Company will not be responsible for damage to driving surfaces or damages incidental to the
1252 services it provides. In the event of repeat occurrences of prohibited property damage, the
1253 Company shall pay Liquidated Damages in accordance with Article 13.

1254 **8.06 Litter Abatement and Noise.**

1255 8.06.1 Minimization of Spills. Company shall use due care to prevent Solid
1256 Waste, Recyclable Materials, Organic Waste, vehicle oil, and vehicle fuel from being
1257 spilled or scattered during the Collection or transportation process. If any materials are
1258 spilled or scattered during Collection, the Company shall promptly clean up all spilled
1259 and scattered materials, except when caused by Overage or weather conditions.

1260 Company shall not transfer loads from one vehicle to another on any Public Street,
1261 unless it is necessary to do so because of mechanical failure, hot load (combustion of
1262 material in the truck), accidental damage to a vehicle, or unless approved by the City.

1263 8.06.2 Covering of Loads. Company shall cover all open Roll-off Boxes, with an
1264 approved cover, at the pickup location before Transporting materials to the Approved
1265 Disposal Location or Processing Sites.

1266 8.06.3 Noise. All Collection operations shall be conducted as quietly as possible
1267 and shall conform to applicable Federal, state, county, and City noise level regulations.
1268 Company will promptly resolve any Complaints of noise outside of collection times (6am
1269 – 6pm) to the satisfaction of the City. In the event of repeat occurrences of noise outside
1270 of collection times, the Company shall pay Liquidated Damages in accordance with
1271 Article 13.

1272 **8.07 Incomplete Routes and Missed Pickups.** Company will deliver services
1273 according to routing and planned service days. On a monthly basis, Company will complete ninety-
1274 eight percent (98%) of daily planned routes with no Carryovers. In instances where a Carryover takes
1275 place, the Company will address the issue by the next Business Day.

1276 The Company will assess missed pickups utilizing its Smart Truck technology (**Exhibit C**).
1277 Should the Company's video show that the Customer did not set out the Containers in their service
1278 location in time for Collection, the Customer will have the opportunity to pay for a return trip (per Rate
1279 in **Exhibit B** or wait until their next Service Day. If the Company cannot show that the Containers were
1280 not in their service location in time for Collection, the Company shall return for the material by the next
1281 Business Day for no additional charge. Customer Service will address missed pickups according to
1282 Section 9.04.

1283 **8.08 Vehicle Requirements.**

1284 8.08.1 Company shall provide a fleet of Collection vehicles sufficient in number and
1285 capacity to efficiently perform the work required by the Agreement in strict accordance with its
1286 terms. Company shall have available sufficient back-up vehicles for each type of Collection
1287 vehicle used (e.g., side loader, front loader, and roll-off vehicles) to respond to Complaints and
1288 emergencies. Vehicles shall be owned or leased by Company.

1289 8.08.2 Number, Age, and Identification of Vehicles. Company shall provide an adequate
1290 number of vehicles and equipment for the collection, Disposal and transportation services for
1291 which Company is responsible under this Agreement. Company shall have available on all
1292 collection days at least one extra vehicle to respond to any and all Complaints and emergencies.
1293 Company shall ensure that the age of the collection vehicles regularly used in the provision of
1294 services under this Agreement does not exceed twelve (12) years for side- and front-loader
1295 collection vehicles, and that no support or backup side- or front- loader collection vehicle used in

the provision of services under this Agreement shall be older than fifteen (15) years. For Roll-Off and rear-load collection vehicles, the age of the vehicles used for services under this Agreement shall not exceed sixteen (16) years. Adjustments to the aforementioned vehicle age requirements may be otherwise required by the City Manager in their reasonable judgment based on the condition, maintenance history, usage, and appearance of the vehicle. For purposes of this Agreement, the "age" of a vehicle shall consist of the age of the older of its chassis and body, rather than the age of the engine. Company's name, local telephone number and unique vehicle identification number selected by Company shall be prominently displayed on all collection vehicles in letters and figures no less than four (4) inches high. Company shall not place the City's logo on its vehicles. All vehicles used by Company to provide services under this Agreement shall be registered with the Department of Motor Vehicles of the State of California.

8.08.3 Specifications. All Collection vehicles shall be registered with the California Department of Motor Vehicles. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall comply with California Environmental Protection Agency (EPA) noise emission and air quality regulations and other applicable noise control regulations.

8.08.4 Maintenance, Inspection and Cleaning of Vehicles. All vehicles used by Company to provide services under this Agreement shall be kept clean, safe, and in good repair, shall be sufficient to keep all collected materials covered during transportation, and shall be regularly inspected and certified by applicable regulatory agencies as required by law. Collection vehicles shall be thoroughly washed and thoroughly steam cleaned at least once every seven (7) days, or more frequently, if necessary, to present a clean appearance of the exterior and interior compartment of the vehicle. All vehicles used by Company to provide services under this Agreement shall be kept and maintained free from any leaks, including, without limitation, leaks of hydraulic oil, brake fluid, engine oil, fuel, or transmission fluid. Company shall inspect each service vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such conditions as to be unsafe or excessively noisy, shall be removed from service until repaired and operating properly. Company shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards whichever are more stringent. All vehicles shall be painted in a uniform manner that does not create a resemblance between Company's vehicles and City utility vehicles. Company shall maintain accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation), and shall make those records available to the City upon reasonable request. The City shall also have the right, but not the obligation, to inspect Company's vehicles for compliance with these requirements upon reasonable advance notice to Company.

8.08.5 Fleet Emission Requirements. During the Term, to the extent required by law, Company shall provide its Collection Vehicles to be in full compliance with all Applicable Laws, including State and Federal clean air requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards

as currently proposed to be contained in California Code of Regulations, Title 13, Sections 2020 et seq., the California Air Resources Board Advanced Clean Fleets Regulation as outlined in California Code of Regulations, Title 13, Sections 2013 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations, and all other applicable air pollution control laws. City and Company agree that Company's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Company's vehicles used in the provision of services under this Agreement during the Term, then the City and Company agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Company shall be entitled to a rates adjustment in accordance with Section 7.03.4 for such change in Company's obligations and/or scope of services under this Agreement.

8.08.6 Inventory. Company shall furnish sufficient equipment to provide all service required by this Agreement in a timely fashion. Company shall furnish the City a written inventory of all vehicles used in providing service and shall update the inventory report annually. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type, capacity, legal payload weight, decibel rating, average weight of load, and average loaded axle weights.

8.08.7 Repairs. Company shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. If an item of repair is covered by a warranty, Company shall obtain warranty performance. Company shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

8.08.8 Storage. Company shall arrange to store all vehicles and other equipment in safe and secure location(s). Vehicles shall be stored at Company's corporation yard or at another location arranged by Company and approved, in advance and in writing, by City. Facilities used for storage or maintenance shall comply with all zoning and land use requirements applicable to the facility. City shall have pre-scheduled access to the facilities. Vehicles may not be stored (e.g., parked overnight) on City streets.

8.08.9 Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Company shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions for vehicles and roads. Company shall have each Collection vehicle weighed at the Approved Disposal Location or Processing Sites to determine the unloaded weight ("tare weight") of the vehicle. Company vehicles shall be permitted on City streets only during the Collection hours.

1374 **8.09 Personnel**. Company shall furnish such qualified drivers, mechanical, supervisory,
1375 Customer service, clerical and other personnel as may be necessary to provide the services
1376 required by this Agreement in a safe and efficient manner.

1377 8.09.1 Provision of Field Supervision. Company shall designate at least one
1378 qualified employee as supervisor of field operations for each twenty (20) drivers and such
1379 person shall devote at least fifty percent (50%) of his or her time in the field checking on
1380 Collection operations, including responding to Complaints.

1381 8.09.2 Driver Qualifications. All drivers shall be trained and qualified in the
1382 operation of Collection vehicles and must have in effect a valid license, of the appropriate
1383 class, issued by the California Department of Motor Vehicles. Company shall use the
1384 Class II California Department of Motor Vehicles employer "Pull Notice Program" to
1385 monitor its drivers for safety.

1386 8.09.3 Customer Service Representatives (CSRs)

1387 8.09.3.1 Training. Customer service representatives shall be
1388 trained in the specific City service requirements, a minimum of once per quarter.

1389 8.09.3.2 Position Vacancy. Should a CSR position become vacant,
1390 a Company CSR based in Lodi , the location of the Woodland Customer Service
1391 center, will be reassigned to the City until the vacant position is filled. During the
1392 term of this reassignment, the reassigned CSR will not be physically reassigned
1393 to the local office. Company understands the importance of continuity in
1394 customer service and will fill the vacant role as quickly as reasonably feasible.

1395 8.09.4 Safety Training. Company shall provide suitable operational and safety
1396 training for all of its employees who operate Collection vehicles or equipment or who are
1397 otherwise directly involved in such Collection. Company shall train its employees
1398 involved in Collection to identify, and not to collect, Hazardous Waste or Infectious
1399 Waste.

1400 8.09.5 Employee Conduct and Courtesy. Company shall use its best efforts to
1401 assure that all employees present a neat appearance and conduct themselves in a
1402 courteous manner. Company shall regularly train its employees in Customer courtesy,
1403 shall prohibit the use of loud or profane language, and shall instruct Collection employees
1404 to perform the work as quietly as possible. If any employee is found not to be courteous
1405 or not to be performing services in the manner required by this Agreement, Company
1406 shall take all appropriate corrective measures. The City may require Company to
1407 reassign an employee if the employee has conducted themselves inconsistently with the
1408 terms of this Agreement.

1409 8.09.6 Uniforms. While performing services under this Agreement, all of the
1410 Company's employees performing field service shall be dressed in clean uniforms that
1411 include the employee's name, and Company's name, as approved by the City. No portion
1412 of this uniform may be removed while working. No portion of the uniform shall contain
1413 advertising from the public sector.

1414 **8.10 Excluded Waste Inspection and Handling.**

1415 8.10.1 Inspection Program and Training. Company shall develop a load inspection
1416 program that includes the following components: (i) Personnel and training; and (ii) load checking
1417 activities.

1418 8.10.1.1 Company's Collection vehicle drivers shall be trained in (i) the
1419 effects of Hazardous Substances on human health and the environment; (ii) identification
1420 of prohibited materials; and (iii) emergency notification and response procedures.
1421 Collection vehicle drivers shall inspect Containers before Collection when practical.

1422 8.10.2 Response to Excluded Waste Identified During Collection. If Company determines
1423 that material placed in any Container for Collection is Excluded Waste, or other material that may
1424 not legally be disposed of at the Disposal Facility or handled at the Transfer Station or Processing
1425 Sites, or presents a hazard to Company's employees, the Company shall have the right to refuse
1426 to accept such material. The Generator shall be contacted by the Company and requested to
1427 arrange proper Disposal. Under no circumstances shall Company's employees knowingly Collect
1428 Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection
1429 Container.

1430 8.10.2.1 If Excluded Waste is found in a Collection Container or Collection
1431 area that could possibly result in imminent danger to people or property, the Company
1432 shall immediately notify the City's Fire Department using the 911 emergency number. If
1433 any staff identify an imminent danger, the Company shall notify the City of any Un-
1434 permitted Materials identified in Containers or left at any Premises within twenty-four (24)
1435 hours of identification of such material.

1436 8.10.3 Response to Excluded Waste Identified at Transfer Station or Processing Sites. If
1437 Excluded Waste is delivered to the Transfer Station or Processing Sites by Company before its
1438 presence is detected, and the Generator cannot be identified or fails to remove the material after
1439 being requested to do so, the Company shall arrange for its proper Disposal and pay for costs of
1440 such Disposal. The Company shall make a good faith effort to recover the cost of Disposal from
1441 the Generator and the cost of this effort, as well as the cost of Disposal shall be chargeable to
1442 the Generator.

1443 8.10.4 Regulations and Record Keeping. Company shall comply with emergency
1444 notification procedures required by Applicable Laws and regulatory requirements. All records

required by regulations shall be maintained at the Company's facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

8.11 Non-Discrimination. Company shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any Applicable Law.

8.12 Communication and Cooperation with City.

8.12.1 Communications. If requested, the Company shall meet with the City or its agent at least once each month to discuss service issues. The Company's field representative and the Company's responsible representative as designated by the Company shall have email capabilities to enable the City and the Company's responsible representative to communicate via email.

8.12.2 Inspection by City. The City or its designated representatives shall have the right to observe and review Company operations and enter Premises for the purposes of such observation and review during reasonable hours with reasonable notice.

8.12.3 Cooperate with City-initiated Studies. Company shall cooperate with and assist the City or its agent with performance of City-initiated studies of Solid Waste, Recyclable Materials, and Organic Waste such as, but not limited to, waste characterization and composition studies.

Article 9. CUSTOMER SERVICE PROGRAM AND COMPLAINT RESOLUTION

9.01 Customer Service Hours. Company shall maintain a business office that handles telephonic customer service inquiries. The Company's office hours shall be, at a minimum, from 8 a.m. to 5 p.m. daily, excluding Holidays. Calls received during non-business hours shall be returned within 24 hours, weekends and Holidays excluded.

9.02 Telephone. The Company shall maintain a toll-free telephone system during office hours via its local call center. The Company shall develop a premiere que for tracking and reporting Woodland-specific Customer calls. Customers must be able, with reasonable convenience, to reach the Company's local call center by phone during office hours. After a two (2) minute hold period, Customers will be provided with a "call back" option. The "call back" option shall be provided between 9am-4pm and will identify the approximate wait time. If the Customer chooses this "call back" feature, they will be called back in their current order and placed at the front of the que for the next available Customer Service Representative. The Company shall provide the City the means to contact the Company directly by telephone on a 24-hour basis in the event of an emergency. The Company shall establish and maintain the capability of responding to Customer telephone calls in Spanish as well as in English. The Company' telephone systems will be compatible with Telecommunications Device for

the Deaf (TDD) services. In the event Company adds or deletes capability, Company will meet with City to confer on customer options. If the public are unable with reasonable effort to reach Company's office by phone, the Company experiences a call abandonment rate in excess of 15%, or are subject to waiting time "on hold" of more than three (3) minutes prior to reaching a Customer service representative, City and the Company will meet and confer to discuss options for addressing inadequate service, including hiring additional local CSRs. Penalties may be levied for Company's failure to meet customer service standards provided in accordance with Article 13.

9.03 Customer Service Staffing. The Company shall have a minimum of two (2) Customer Service Representatives (CSRs) whose time is one hundred percent (100%) dedicated to this Agreement. These CSRs must be local, within 60 miles of Woodland. The City retains the right to require the CSRs to be based within Woodland City limits if Company has failed to achieve the call center performance standards set forth in this Agreement.

9.04 Service Complaints and Dispute Resolution. Company shall be responsible for the prompt, courteous and reasonable resolution of all customer Complaints.

9.04.1 Record of Complaints. Company shall record in a separate log all Complaints, noting the name and address of Complainant, and date and time of Complaint. This Complaint log shall be retained by Company for 7 years. City shall reserve the right to examine and make copies of any portion of the Complaint log at any time.

9.04.2 Response to Complaints. Company shall respond to all customer Complaints within one (1) Business Day. In particular, if a Complaint involves a failure to collect Solid Waste, Recyclable Materials, or Organic Waste within the normal collection schedule, Company shall Collect the material in question one (1) Business Day of being notified of the failure to Collect the material, provided that the Generator has properly placed materials for Collection in accordance with this Agreement, consistent with Section 8.07. Company shall have email capabilities to enable the public to communicate Complaints to Company via email.

9.04.2.1 Complaint Escalation. Should a Customer have to call Company back more than once to have a Complaint resolved, Company shall escalate the Complaint and involve the CSR's supervisor. Escalated complaints shall be resolved within two (2) Business Days.

9.04.3 Customer Satisfaction Survey. The City may conduct a Customer satisfaction survey every year.

9.05 Customer Information. Company shall not market, sell, convey, donate, or disclose to any person or entity any list with the names or addresses of Customers or information regarding the composition or content of Customers' waste unless required by Applicable Law, the City or a court of competent jurisdiction.

Article 10. OWNERSHIP OF SOLID WASTE AND EQUIPMENT

10.01 Transfer of Ownership.

Except as provided otherwise in state law (Public Resources Code Section 41950), title and ownership of Solid Waste, Recyclable Materials, Organic Waste and/or C&D materials shall pass directly from the Customer to Company once materials are placed in Containers and at the Collection location, and shall not vest in the City at any time. Once Solid Waste, Recyclable Materials, Organic Waste and/or C&D materials are deposited by Company at Transfer Station, Processing Site, or Disposal Facility, such materials shall become the property of the owner or operator of the facility.

10.02 Ownership by Company.

Company is granted the right to collect, transport, process, recover, recycle, retain, market, dispose of or otherwise use any such Solid Waste, Recyclable Materials, Organic Waste, and C&D or any part thereof, in any legal fashion, and retain all benefits or profits resulting from such use; provided, however, that Company must at all times comply with the Applicable Law. Company shall divert source-separated Recyclable Materials and Organic Materials meeting the specifications under this Agreement from Landfills to the extent commercially practicable and provide information reasonably necessary for the City to receive appropriate credit from CalRecycle or other regulatory authorities. Company shall not landfill any source separated Recyclable Materials or Organic Waste without the City's prior written permission, except that Company may landfill Recyclable Materials or Organic Waste in accordance with Section 8.05.1 and residual remaining after processing.

10.03 Cart Ownership.

Ownership of Carts shall rest with the Company, except that ownership of Carts in the possession of a Customer at the end of this Contract may rest with the City, at City's sole discretion upon City payment of any remaining Cart depreciation. Carts shall be depreciated over no more than 10-years. Should the Contract come to the end of its Term or otherwise be terminated, and the City elect to take ownership of the Carts, the Company shall submit to City Manager an inventory of Carts, including their locations, and shall take all steps necessary to transfer ownership to City.

10.04 City's Right to Perform Services and Possess Equipment.

The City, at its sole discretion, may determine a period of emergency if both of the following conditions occur: (i) Company, for any reason whatsoever, fails, refuses, or is unable to perform its Collection obligations, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours and for reasons other than Force Majeure, and (ii) the City finds that such failure, refusal, or inability endangers or menaces the public health, safety, or welfare. If the City determines a period of emergency, then the City shall have the right during the period of such emergency and no longer to (i) perform, or cause to be performed, such services with its own or other personnel; and/or (ii) take temporary possession of and use any or all of Company's equipment used to provide Collection Services, except regarding equipment used by Company in other jurisdictions on the same Collection day. If the City chooses to exercise such rights, the City shall provide written notice to the Company twenty-four (24) hours prior to its plans to exercise such rights. The City agrees that it assumes

complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

10.04.1 The City shall provide written notice to Company of the Company's failure, refusal, or inability to perform its Collection obligations detailing the obligations the City contends Company did not perform and of the City's intent to perform Collection services and/or possess Company's equipment.

10.04.2 Company agrees that in such event:

a) It will take direction from the City to affect the transfer of possession of equipment to the City for City's use.

b) It will, if City so requests, keep in good repair and condition all of such equipment, provide all motor vehicles with fuel, oil, and other service, and provide such other service as may be necessary to maintain said equipment in satisfactory operational condition subject to compensation as provided in Section 10.04.2.d.

c) Company will continue to bill and collect the gross receipts. Company will provide City with gross receipts. City will reimburse Company for costs Company incurs during time City is operating Company equipment. Subject to provisions of any labor agreements then in effect, Company shall provide the services of all or any personnel necessary for the Collection operations including, if City so desires, employees then employed by the Company. Company further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Company whose services are necessary for Collection operations and for the Billing and collection of fees for these services.

d) If the interruption or discontinuance of service is caused by any of the reasons listed in Section 16.01 and where the City can perform services and the Company cannot, the City shall pay to Company a reasonable rental value, for the period of the City's possession, if any, which extends beyond the period of time for which Company has rendered bills to Customers in advance of service.

e) Except as otherwise expressly provided in the previous Section, the City's exercise of its rights under this Article: (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of City to Company except for City negligence; and (iii) does not exempt Company from the indemnity provisions of Article 11, which are meant to extend to circumstances arising under this Section, provided that Company is not required to indemnify City against claims and damages arising from the negligence of City officers, employees, and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

f) Duration of City's Possession. City has no obligation to maintain possession of Company's equipment and/or its use in Collection, Transportation, Processing, and Disposal for any period of time and may, at any time, in its sole discretion, relinquish possession to the Company.

The City's right to retain temporary possession of Company's equipment, and to provide Collection services, shall continue until Company can demonstrate to the City's satisfaction that it is ready, willing, and able to resume such services or for one hundred eighty (180) calendar days, whichever occurs first.

Article 11. INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

11.01 General. Company agrees that it shall indemnify and hold harmless City, its officers, officials, employees, agents, assigns and any successor or successors to City's interest, from and against any and all loss, liability, penalties, claims, demands, actions or suits, of every kind and description, arising or resulting from: (i) the negligent acts or omissions of Company, its agents, employees or subcontractors, in exercising the privileges granted to it by this Agreement; and (ii) the failure of Company, its agents, employees and/or subcontractors, to comply in all respects with the provisions and requirements of this Agreement. Company shall, upon demand of City, at Company's sole cost and expense, defend with an attorney chosen by Company and approved by the City (unless Company makes a reservation of rights with respect to any claim, in which case the City may engage separate counsel with reasonable costs and expenses to be reimbursed by Company) to defend City, its officers and/or employees against any and all claims, actions or suits in any legal proceedings, (whether judicial, quasi-judicial, administrative or legislative in nature) brought against City, its officers and/or employees arising or resulting from those situations described in (i) and (ii) above.

11.01.1 Hazardous Waste. Company shall indemnify, defend with an attorney selected by City, protect and hold harmless City, its officers, officials, employees, agents, assigns and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its officers, employees or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where Company stores or disposes of Solid Waste pursuant to this Agreement. The foregoing indemnity is intended to and shall be construed to operate as an agreement pursuant to Section 107(c) of the Comprehensive Environmental Response,

1627 Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9067(e) and California Health and
1628 Safety Code Section 25364, to insure, protect, hold harmless and indemnify City from liability.

1629 11.01.1.1 The foregoing (i) shall not apply to the extent that any costs and
1630 damages arise out of the negligence or willful misconduct of City, its agents, employees,
1631 officers and contractors, the City's breach of this Agreement, or the City's intentional
1632 misconduct; (ii) is for the exclusive benefit of the City and in no event shall such indemnity
1633 inure to the benefit of any third party; (iii) shall not apply with respect to: (a) any
1634 Hazardous Waste or hazardous substance generated by the City or its agents and
1635 delivered by the City or its agents; (b) any materials delivered by Company to a Disposal
1636 facility or Processing Site designated by the City that is not owned or operated by
1637 Company, following such delivery, or (c) the Disposal or release of hazardous
1638 substances or Hazardous Waste, to the extent such Disposal or release has resulted
1639 from the negligence or willful misconduct of the City, its agents, employees, officers and
1640 contractors or third parties.

1641 11.01.2 Performance Levels; Indemnification. Subject to the restrictions set forth in
1642 Public Resources Code Section 40059.1, Company shall protect, defend, indemnify and hold
1643 City harmless against all fines or penalties imposed by the CalRecycle, or any other government
1644 agency with jurisdiction, in the event that the requirements of AB 939 and/or Applicable Law are
1645 not met by City with respect to the waste stream covered by this Agreement to the extent caused
1646 by Company's failure to comply with this Agreement or Applicable Law.

1647 11.01.3 Franchise Award. Company understands and acknowledges that the award of
1648 this Agreement and related decisions may be subject to review and repeal by the City's citizens
1649 through a referendum or similar petition, ("Legal Challenge and Referendum"). For purposes of
1650 this provision, "Legal Challenge and Referendum" expressly excludes any claims arising from or
1651 brought under California Constitution Article XIII D. Accordingly, this Agreement shall not
1652 become effective until the City reasonably determines that (1) any Legal Challenge and
1653 Referendum that had been initiated in a timely manner has been resolved in favor of the City's
1654 award of this Agreement to Company. Company shall reimburse City for the cost of any special
1655 election related to the award of this Agreement or related decisions, though such costs shall be
1656 recovered by Company through a one-time, temporary adjustment to the Rates, on the next
1657 annual adjustment to the Rates.

1658 11.01.4 Notwithstanding the provisions of this Section 11.01, Company shall not be
1659 required to appear or act in any litigation based upon the negligent acts or omissions of City.

1660 **11.02 Insurance.** Company shall obtain and shall require its subcontractors to obtain
1661 insurance of the types and in the amounts described below and satisfactory to City, provided that City
1662 may require increased insurance coverage limits over time to offset the effects of inflation.

11.02.1 Commercial General Liability Insurance. Company shall maintain time of occurrence based commercial general liability insurance or equivalent form with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or be no less than five million (\$5,000,000) the occurrence limit. Such insurance shall:

11.02.1.1 Include City, its officials, officers, employees, agents, and consultants, as additional insureds via blanket form endorsement with respect to performance of Solid Waste Management Services. Such additional insured status shall contain no special limitations on the scope of its protection to the above listed additional insureds.

11.02.1.2 Be primary with respect to any insurance or self-insurance programs covering City, its officials, officers, employees, agents, and consultants.

11.02.1.3 Contain standard separation of insureds provisions.

11.02.2 Commercial Automobile Liability Insurance. Company shall maintain commercial automobile liability insurance or equivalent form with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

11.02.3 Workers' Compensation Insurance. Company shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than three million dollars (\$3,000,000) per accident.

11.02.4 Pollution Liability Insurance: Company shall obtain coverage for the duration of this Agreement for pollution legal liability (environmental impairment liability) with a minimum limit of ten million dollars (\$10,000,000) per incident and shall include investigation and legal defense, for bodily injury and property damage, loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site cleanup costs and cover gradual and sudden pollution.

11.02.5 Certificates/Insurer Rating/Cancellation Notice.

11.02.5.1 Company shall, prior to commencement of the Solid Waste Management Services, furnish to City properly executed certificates of insurance, and copies of endorsements, which shall clearly evidence all insurance required in this Section. Insurance policies required by this agreement shall not be canceled except after thirty (30) days prior written notice has been given to the City.

11.02.5.2 Company shall maintain such insurance from the time the Solid Waste Management Services commence until the Solid Waste Management Services are completed, except as may be otherwise required by this Section.

11.02.5.3 Company shall place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

11.02.5.4 Company shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Solid Waste Management Services.

11.03 Performance Bond. Prior to September 1, 2025, Company shall deposit with City either a letter of credit or a performance bond (collectively referred to as the "Performance Bond") in the amount of Seven Hundred Thousand Dollars (\$700,000). The Performance Bond shall serve as security for the faithful performance of Company of all of the provisions and obligations of this Agreement. The Performance Bond shall contain terms acceptable to City. If Company deposits a letter of credit with City, interest, if any, relating to any cash deposits that may exist with regard to that letter of credit shall accrue to Company. City may, at any point during the term of this Agreement, require that the amount of the Performance Bond be increased by an amount equal to the cumulative increase in the RRI since the Effective Date or since the last increase in the amount of the bond.

11.04 Compliance with Environmental Regulations. Company, and all its employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials shall be adequately trained to report the observance of hazardous materials in accordance with all applicable laws and regulations. Company shall comply with all Applicable Laws and regulations relating to the care and protection of the environment in the performance of Solid Waste Management Services or any portion thereof.

Article 12. TERMINATION AND OTHER REMEDIES

12.01 Termination. If the City determines that Company's performance pursuant to this Agreement does not conform with the provisions of this Agreement, City shall advise Company in writing of such deficiencies. City may, in such written instrument, set a reasonable time by which to correct all deficiencies. Unless a greater of amount of time is otherwise specified, a reasonable time for correction shall be sixty (60) days from the receipt by Company of such written notice or if by reason of the nature of such breach, the same cannot be remedied within 60 calendar days following receipt by Company of written demand from City to do so, Company fails to commence the remedy of such breach within said 60 calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof. In any dispute concerning failure to remedy or diligence in pursuing a cure, Company shall have the burden of proof to demonstrate (a) that the breach cannot be cured within 60 calendar days, and (b) that it is proceeding with diligence to cure said breach, and such breach will be cured within a reasonable period of time. The City Manager shall review Company's response and refer the matter to the City Council or decide the matter and notify Company of that decision to terminate, in writing. A decision or order of the City Manager to terminate this Agreement shall be final and binding on Company if Company fails to file a "Notice of Appeal" with City within sixty (60) days of receipt of City Manager's notice to terminate. Within ten (10) working days of receipt of a Notice of Appeal, the City Manager shall either refer the appeal to the City Council for proceedings in accordance with this Article. City Council Review. If referred to the City Council,

the matter shall be set for hearing by the City Clerk. The City Clerk shall give Company, and any other person requesting notice thirty (30) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the City Manager indicating the deficiencies, and shall give Company, and any other interested person, a reasonable opportunity to be heard including the opportunity to submit documents, testimony and other information for the City Council's review and consideration.

12.01.1 City Council Determination. Based on the evidence presented at the public hearing, the City Council shall determine by resolution whether this Agreement should be terminated. If, based upon the record, the City Council determines that the performance of Company is in breach of any material term of this Agreement, and Company has failed to cure said breach as provided in this Section 12.01, the City Council, in the exercise of its sole discretion, may terminate forthwith this Agreement. The decision of the City Council shall be final and conclusive, subject to Company's rights under Applicable Law. Company's performance under this Agreement is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.

12.01.2 Effective Date of Termination. The City shall provide an effective date of termination for any notice provided under this Section 12.01 that shall be up to eighteen (18) months from completion of any proceedings required under this Section.

12.02 Rights Cumulative and Not Exclusive. This right of termination or to impose Liquidated Damages is in addition to any other rights of City upon a failure of Company to perform its obligations under this Agreement.

12.03 Other Grounds for Termination. City further reserves the right to terminate Company's franchise or impose Liquidated Damages in the event of any of the following:

12.03.1 Fraud or Deceit. If Company practices, or attempts to practice, any fraud or deceit upon City.

12.03.2 Insolvency. If Company becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Company in a bankruptcy proceeding.

12.03.3 Insurance. If Company fails for any period of time to provide or maintain in full force and effect, the Workers' Compensation, liability and indemnification insurance coverages or performance bond as required by this Agreement, and/or fails to provide timely notice that any required bond or policy of insurance has expired or been terminated or policy of insurance has expired or been terminated, and Company fails to cure said breach within seven (7) days after receiving written notice from City.

12.03.4 Willful Violations. If Company willfully violates any orders or rulings of any regulatory body having jurisdiction over Company relative to this Agreement, provided that

Company may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.

12.03.5 Cessation of Services. If Company ceases to provide Solid Waste Management Services as required under this Agreement over all or a substantial portion of its Service Area for a period of three (3) days or more, for any reason within the control of Company, and not otherwise excused by applicable provisions of this Agreement.

12.03.6 Failure to Make Payment. If Company willfully fails to make any payments required under this Agreement and/or refuses to provide City with required information, reports and/or test results in a timely manner as provided in this Agreement and fails to cure said breach within seven (7) days after receiving written notice from City.

12.03.7 Crimes. If Company, one of its officers or managers, or a business controlled by Company is found guilty of any felony or misdemeanor involving crimes of moral turpitude relating to Solid Waste Management Services or is found liable for violation of a law relating to antitrust, unfair trade practices, or intentional improper dumping of Hazardous Waste.

12.03.8 City Events of Default. The following shall be City Events of Default, following which Company may terminate this Agreement by giving City thirty (30) calendar days advance written notice:

12.03.8.1 City has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, provided that said breach is not cured within thirty (30) calendar days of receipt of written notice from Company to do so, or if by reason of the nature of such breach, the same cannot be remedied within thirty (30) calendar days following receipt by City of written demand from Company to do so, City fails to commence the remedy of such breach within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof. In any dispute concerning failure to remedy or diligence in pursuing a cure, City shall have the burden of proof to demonstrate (a) that the breach cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said breach, and such breach will be cured within a reasonable period of time. In the event that City fails to cure any breach pursuant to this provision, Company shall have the right to terminate this Agreement. Company shall provide written notice of termination to City upon City's failure to cure and this Agreement shall terminate one (1) year after service of such notice.

Article 13. LIQUIDATED DAMAGES

13.01 Intent. Company acknowledges and agrees that one of City's primary goals in entering into this Agreement is to ensure that the Solid Waste Collection is of the highest caliber, that Customer satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials Collected are put to the highest and best use to the maximum extent possible.

13.02 Liquidated Damages and Penalties. Quality performance by the Company is of primary importance. In acknowledgement of this, Company agrees to pay City Liquidated Damages

and Penalties as detailed in **Exhibit H** should Company fail to meet certain of its responsibilities under this Agreement. Should Company be in breach of such responsibilities, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the default in performance, will be extremely difficult and impractical to fix. City finds, and the Company agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by City as a result of a breach by Company of such obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

13.03 Procedure for Review of Liquidated Damages. The City Manager or their designee may assess Liquidated Damages and Penalties as specified in **Exhibit H** pursuant to this Agreement quarterly. At the end of each Quarter during the Term of this Agreement, the City Manager or their designee will issue a written notice to Company ("Notice of Assessment") of the Liquidated Damages and Penalties assessed and the basis for each assessment.

13.03.1 The assessment will become final unless, within ten (10) calendar days of the date of the notice of assessment, Company provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

13.03.2 The City Manager or their designee will schedule a meeting between Company and the City Manager as soon as reasonably possible after timely receipt of Company's request.

13.03.3 The City Manager will review Company's evidence and render a decision sustaining or reversing the Liquidated Damages and Penalties as soon as reasonably possible after the meeting. Written notice of the decision will be provided to Company.

13.03.4 In the event Company does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Manager's determination will be final.

13.03.5 City's assessment or collection of Liquidated Damages and Penalties will not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Company's failure to perform the work and services in the manner set forth in this Agreement.

13.03.6 City must make a claim for Liquidated Damages within two years of the underlying event.

13.04 Resolution of Other Non-Compliance Matters.

13.04.1 Notice of Non-Compliance. In the event the City identifies a term or condition of the franchise agreement that it believes the Company is not, or has not complied with, that is not addressed in **Exhibit H**, it may issue a written Notice to the Company of its findings ("Notice"). That Notice shall specify the specific section or sections of the franchise agreement that the City believes the Company is not in compliance with and the basis for its determination of non-compliance. The Notice shall also set a reasonable time within which correction of such event of non-compliance shall be made. Unless a longer or shorter time is otherwise specified by the City Manager or their designee, a reasonable time for correction shall be sixty (60) days from the date such written notice is given.

13.04.2 Within five (5) business days of receipt of the City's Notice, Company may provide a written request for a meeting with the City Manager or their designee, to present evidence that it is in fact in compliance, present evidence of extenuating circumstances, or otherwise discuss the Notice. If the Company requests a meeting with the City Manager, it shall have sixty (60) days from the date of such meeting to correct the event of non-compliance, unless otherwise agreed to by the City Manager or their designee.

13.04.3 Failure to Cure. If Company fails to correct, to the reasonable satisfaction of the City Manager or their designee, all deficiencies contained in the written Notice thereof within the required time set forth herein, or if it is not reasonably possible to correct such deficiencies within the specified time, and Company fails to commence to correct or remedy such deficiencies within the specified time and diligently effect such correction or remedy thereafter, then the City Manager may pursue its remedies set forth in this Agreement, including but not limited to termination, and under Applicable Law.

13.05 Uncontrollable Circumstances.

13.05.1 If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, wildfires within or adjacent to the City, storms, floods, severe weather, freezing, earthquakes, other natural or man-made disasters, the threat of such natural or man-made disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, third party strikes, third party lockouts or other third party labor disturbances, acts of government or governmental restraint, or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the affected party will be excused from performance hereunder during the period of such disability.

1879 13.05.2 The party claiming excuse from performance must promptly notify the other party
1880 when it learns of the existence of such cause, including the facts constituting such cause, and
1881 when such cause has terminated.

1882 13.05.3 The interruption or discontinuance of services by a party caused by circumstances
1883 outside of its control will not constitute a default under this Agreement.
1884

1885 **Article 14. RECORDKEEPING AND REPORTING**

1886 **14.01 Financial and Operational Records.** Company shall maintain complete and
1887 accurate financial accounting records with respect to billings, Gross Revenue, and other such
1888 information reasonably required to verify performance of Company's obligations under this Agreement,
1889 or to support a requested rate adjustment. All such records shall be maintained in accordance with
1890 generally accepted accounting principles.

1891 **14.02 Other Records.** In addition to financial records, Company shall maintain complete
1892 and accurate records to verify performance of all aspects of Company's obligations under this
1893 Agreement including, but not limited to: collection route maps; customer lists and payment records;
1894 Recyclable Materials and Organic Materials Collection participation and setout rates; weight of
1895 material Collected by type; tonnage of materials listed by Processing or Disposal Site where such
1896 materials were delivered; facilities, equipment, and personnel used; facilities and equipment
1897 operations, maintenance, and repair; local enforcement agency records of inspection; truck inspection
1898 records; customer Complaints and other like materials; and records for other programs tailored to
1899 specific needs, including plans, tasks, and milestones; and accomplishments in terms such as dates
1900 and activities conducted; provided, however, that Company shall not be required to maintain records
1901 in contravention of the California Consumer Privacy Act or any of its implementing regulations, as may
1902 be amended. Also, Company agrees to conduct data collection, information and record keeping, and
1903 reporting activities needed to comply with and to meet the reporting and Solid Waste program
1904 management needs of City, the Act, and other Applicable Laws, and requirements of this Agreement.

1905 **14.03 Customer Service Records.** Records shall be maintained by Company for City
1906 related to:

1907 14.03.1 Number of calls (will be an estimate based on allocation);

1908 14.03.2 Average speed of answer (ASA);

1909 14.03.3 Categories (missed pickups, Complaints, damage, etc.) of calls;

1910 14.03.4 Complaint log as described in Section 9.04; and

1911 14.03.5 New Customer log.

14.04 CERCLA Defense Records. City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City regards its ability to prove where Solid Waste Collected in the City was taken for Transfer or Disposal, as well as where it was not taken, to be matters of concern. Company shall maintain, retain, and preserve records which can establish where Solid Waste Collected in the City was disposed (and therefore establish where it was not). This provision shall survive the expiration or earlier termination of this Agreement. Company shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Company shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.

14.05 Manner of Record Keeping. All records required to be kept by Company shall be clearly identified and readily accessible, within reason. Company shall provide free, pre-scheduled access to the representatives of City or their agent during all normal business hours to such books or records required to be maintained in Sections 14.01, 14.02, 14.03 and 14.04, and give the City the right to examine and audit same, and to make transcripts therefrom or copies as necessary and City shall maintain the confidentiality of records that contain business confidential, proprietary and/or trade secret information to the extent permitted by Applicable Law, including the California Public Records Act.

Because it is not possible to accurately anticipate all of the conditions giving rise to the need for information, to the extent, such requirements are set out in this and other Articles of this Agreement, they shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction by or approval of City, and with agreement from Company, the records, and reports to be maintained and provided by Company in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency, and if such adjustment results in significant additional costs to the Company, the City shall compensate Company for its increased record keeping and reporting costs. Records and reporting may be revised to reflect current record keeping and reporting requirements.

To adjust Company's compensation in the event of City-requested changes in accordance with Section 6.04 or in the event of special Rate review in accordance with Section 7.03 and support its obligations under Section 8.08 of this Agreement, Company must maintain relevant, accurate, detailed, financial and operational information in a consistent format, and must make such information available to the City in a timely fashion.

14.06 Retention of Records. Unless otherwise required in this Article, Company shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily accessible, within reason. At the City's request, records and data required to be maintained that are specifically directed to be retained shall be retrieved in a

timely manner by Company and made available to the City. Records and data required to be maintained that are not specifically directed to be retained and that are not material to a rate review nor required for the determination of the Company's performance, need not be retrieved by Company. In such a case and when such records and data are required to but are not retained by the Company, the City may make reasonable assumptions regarding what information is contained in such records and data.

14.07 Record Security. Company shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up.

14.08 General Reporting Requirements. Where practical, records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Certain reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

14.08.1 Set Rates;

14.08.2 Evaluate the financial efficacy of operations;

14.08.3 Evaluate past and expected progress towards achieving the Company's diversion goals and objectives;

14.08.4 Determine needs for adjustment to programs; and

14.08.5 Evaluate Customer service and Complaints.

14.08.6 Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be mutually agreeable. Company agrees to email reports in a format compatible with City's software and computers in the event it may do so at no significant additional cost.

14.08.7 Monthly reports shall be submitted within thirty (30) calendar days after the end of the reporting month. Quarterly reports shall be submitted within forty-five (45) calendar days after the end of the report quarter. Annual reports shall be submitted no later than forty-five (45) calendar days after the end of the calendar year.

14.08.8 All reports shall be emailed to City Manager or their designee.

14.09 Monthly Reports. Monthly reports shall include:

14.09.1 An accounting of each month's performance relative to the Performance Standards listed in **Exhibit H** for which monthly reporting is indicated.

1982 14.09.2 The number of Tons (gallons or numbers of filters), separately calculated, for Cart,
1983 Bin, Roll-Off/Compactor Service (combined), Green Waste and/or Organic Waste, and used oil
1984 and oil filters, collected and delivered to the Designated Disposal Site and/or Recyclables and
1985 Organic Waste Processing Facilities.

1986 14.09.3 The quantity of Organic Waste Collected in Organic Waste Carts for each route,
1987 average weight of Green Waste collected in the street for each route, and amount of debris
1988 collected for each route during Street Sweeping operations.

1989 14.09.4 Occurrences of Overages and Contamination per Section 8.05, including
1990 addresses, dates and photos. Upon successful implementation of Overage and Contamination
1991 process per Section 8.05 and Exhibit C, City and Company may mutually agree to reduce
1992 frequency of this reporting.

1993 14.09.5 The Franchise Fee and any other payments to the City, and Monthly Remittances.

1994 **14.10 Quarterly Reports.** Quarterly reports shall include:

1995 14.10.1 An accounting of each quarter's performance relative to the Performance
1996 Standards listed in **Exhibit H** for which quarterly reporting is indicated:

1997 14.10.2 Detailed review of the number and type of complaints received over the past
1998 quarter, including how they were resolved and the elapsed time between receipt of the first
1999 complaint and final resolution of the complaint. Complaints are to be summarized by type.

2000 14.10.3 A summary narrative of problems encountered with Collection and Processing
2001 activities and actions taken. Information shall include the type and number of notification tags left
2002 at Customer locations for Customers with multiple violations; haul-or-call tags; instances of
2003 property damage or injury, poaching, or scavenging; significant changes in operation; market
2004 factors; and publicity conducted.

2005 14.10.4 A summary of a log on praises and complaints and resolutions of complaints,
2006 including a summary of the type and number of complaints. The Company shall provide a record
2007 of all calls related to missed pickups and responses to such calls. The quarterly report may
2008 include the monthly report that is due that month, in one document.

2009 14.10.5 For information provided by the Company pursuant to the Public Education
2010 Program (**Exhibit A.7**):

2011 14.10.5.1 Copies of all such information (including flyers, brochures,
2012 newsletters, invoice messaging, website and social media postings, mass emails, and
2013 other mass electronic messages).

2014 14.10.5.2 The date the information was disseminated or the direct contact
2015 made. For website and social media postings, this shall be the date posted.

2016 14.10.5.3 To whom the information was disseminated or the direct contact
2017 made. For mass distributions such as mailings or bill inserts, Company may provide the
2018 type and number of accounts receiving the information, rather than listing each recipient
2019 individually.

2020 14.10.5.4 Notwithstanding any other provision, Company shall not be
2021 required to track or provide copies of emails, texts, or other electronic communications
2022 with individual Customers (e.g. if a CSR answers a Customer's question).

2023 14.10.6 For Route Reviews (per Exhibit A.11):

2024 14.10.6.1 The date the review was conducted.

2025 14.10.6.2 The name and title of each person conducting the review.

2026 14.10.6.3 A description of each Hauler Route reviewed, including
2027 Company's route number.

2028 14.10.6.4 A list of the account names and addresses where Container
2029 inspections were performed.

2030 14.10.6.5 The results of such review (i.e. the addresses where any
2031 Prohibited Container Contaminants were found).

2032 14.10.6.6 Copies of any educational materials issued pursuant to such
2033 reviews (other than notices of Prohibited Container Contaminants, which are covered
2034 below).

2035 14.10.7 The following documentation relating to Prohibited Container Contaminants
2036 observed during Route Reviews:

2037 14.10.7.1 Copies of the form of each notice issued by Company to
2038 Customers for Prohibited Container Contaminants, as well as, for each such form, a list
2039 of the Customers to which such notice was issued, the date of issuance, the Customer's
2040 name and service address, and the reason for issuance (if the form is used for multiple
2041 reasons).

2042 14.10.7.2 The number of times notices were issued to Customers
2043 for Prohibited Container Contaminants.

2044 14.10.7.3 The number of Containers where the contents were
2045 disposed due to observation of Prohibited Container Contaminants.

2046 14.10.7.4 The quarterly report may include the monthly and report
2047 that are due in that quarter, in one document.

2048 **14.11 Annual Reports.** Annual reports shall include::

2049 14.11.1 An accounting of the annual performance relative to the Performance Standards
2050 listed in **Exhibit H** for which annual reporting is indicated.

2051 14.11.2 Reviewed financial statements by an independent external auditor selected by the
2052 Company. Reviewed financial statements shall identify any changes to franchised and non-
2053 franchised shared cost allocations or other factors that would materially impact the reported
2054 franchised expense. The Company will pay all review costs.

2055 14.11.3 A summary of the prior year's monthly Company Rates, Franchise Fee, any other
2056 payments to City, and Monthly Remittances.

2057 14.11.4 Account data submitted electronically in software acceptable to the City (including,
2058 without limitation, Excel), including the number of accounts for each Service category.

2059 14.11.5 Changes to Recyclable Materials (Exhibit H) denoting materials moving on or off
2060 the list due to changes in Recyclables market.

2061 14.11.6 Public education and information activities undertaken during the year, including
2062 distribution of bill inserts, Collection notification tags, community information and events, and
2063 other activities related to the provision of Collection Services. The report shall include a narrative
2064 assessment of the impact of these activities on Recycling and Organic Waste participation and
2065 amounts collected from Residential Premises, Multi-Family Dwellings, and Commercial
2066 Customers. An annual public education plan will be submitted to the City as described in **Exhibit**
2067 **A.7**.

2068 14.11.7 The number of Tons, calculated separately, for Cart, Bin, Debris Box and
2069 Compactor Service collected and delivered to the Designated Disposal Site, Recyclables
2070 Processing Site, and Organic Waste Processing Site or Sites. The number of Customer accounts
2071 shall be indicated by Customer classification level for Residential Premises, Multi- Family
2072 Dwellings, and Commercial Customers. The information shall include the number of Bins, Debris
2073 Boxes, Compactors and Carts distributed by size and Customer type. This effort will include
2074 route/service verification by the Company prior to submittal of the information to the City.

2075 14.11.8 Annual reports are to include historical totals for each prior calendar for all reported
2076 information as applicable, and a comparison of the current year's performance relative to prior
2077 year's performance.

2078 14.11.9 Annual reports may include the monthly and quarterly reports that are due in
2079 December, in one document.

2080 **14.12 Additional Reporting.** Company must furnish City with any additional information
2081 or reports as may reasonably be required requested by the City. Such reports are to be prepared
2082 within a reasonable time following the reporting period. City may also require Company to make
2083 changes to the content and/or format of existing reports.

2084 **Article 15. PERFORMANCE REVIEWS**

2085 **15.01 Selection and Cost.** City may conduct up to two (2) billing audit and performance
2086 reviews (together, "reviews") of Company's performance during the term of this Agreement, as
2087 provided herein. The reviews will be performed by the City or a qualified firm under contract to City.
2088 City will have the final responsibility for the selection of the firm. City may conduct reviews at any time
2089 during the term of the Agreement. The City shall pay the full cost of any reviews it conducts during the
2090 term of the Agreement.

2091 **15.02 Purpose.** The reviews will be designed to verify Customer billing rates have been
2092 properly calculated and correspond to the level of service received by the Customer, verify Company
2093 is correctly billing for all services provided, the fees set forth in Section 3 of this Agreement have been
2094 properly calculated and paid to City, and verify Company's compliance with the reporting
2095 requirements. City (or its designated consultant) may review various documents essential to the review
2096 process, including, but not limited to, billing data and Franchise Fee remittances.

2097 **15.03 Company's Cooperation.** Company shall cooperate fully with the review and
2098 provide all relevant requested data, including operational data, financial data and other data
2099 reasonably requested by City within sixty (60) Business Days of the request.

2100 **15.04 Other Information.** Company shall provide City with a copy of all reports, or other
2101 material adversely affecting Company's ability to perform Solid Waste Management Services, which
2102 may include reports related to any Landfill used by Company during the term of this Agreement, and
2103 papers submitted by Company to any court or local, state, regional, or federal regulatory agency, or
2104 received from such an agency or court. If sent by Company, the copy shall be sent simultaneously
2105 with submission to the agency. If received from an agency or court, the copy must be mailed to City
2106 within thirty (30) Business Days.

2107 **Article 16. GENERAL PROVISIONS**

2108 **16.01 Labor Unrest.** In the event of labor unrest conducted by Company's employees
2109 or directed at Company, including but not limited to strike, work stoppage or slowdown, sick-out,
2110 picketing, or other concerted job action, Company's performance will be excused provided that it
2111 complies with this following:

2112 16.01.1 Complies with Contingency Plan as included in Exhibit J.

2113 16.01.2 Notify the City Manager sixty (60) days prior to the expiration of its drivers' labor
2114 agreement.

2115 **16.02 Annexation.** In the event that any community, neighborhood or other territory is
2116 hereafter annexed to City, Solid Waste Management Services shall be provided to such area by
2117 Company pursuant to this Agreement, subject to any rights the existing Solid Waste Franchisee in
2118 such territory may have to continue providing services in such territory and subject to Company
2119 acquiring equipment and other resources needed to service the annexed territory. City agrees to give
2120 all required notice and to do all acts necessary under applicable statutes to accomplish this result as
2121 soon as permissible by law.

2122 **16.03 Independent Contractor.** It is expressly understood and agreed that Company
2123 shall perform all work and services described as an independent contractor and not as an officer,
2124 agent, servant or employee of City; that Company shall have the exclusive control over the details of
2125 the services and work performed hereunder and all persons performing the same; that Company shall
2126 be solely responsible for the acts and omissions of its officers, agents, employees, contractors and
2127 subcontractors, if any; and that nothing shall be construed as creating a partnership or joint venture
2128 between City and Company. Neither Company nor its officers, employees, agents or subcontractors
2129 shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefits
2130 which accrue to City employees.

2131 **16.04 Governing Law and Venue.** It is understood and agreed by the Parties that the
2132 law of the State of California shall govern the interpretation of this Agreement. Any action to interpret
2133 or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Yolo
2134 County.

2135 **16.05 Fees and Gratuities.** Company shall not, nor shall it permit any agent, employee
2136 or subcontractor employed by it to request, solicit, or demand either directly or indirectly, any
2137 compensation or gratuity for the collection of Solid Waste, Organics, or Recyclables otherwise required
2138 to be collected under this Agreement. Company shall not, nor shall it permit any agent, employee or
2139 subcontractor employed by it to accept any monetary compensation or gratuity for the collection of
2140 Solid Waste otherwise required to be collected under this Agreement.

2141 **16.06 Amendment.** Except as may otherwise be specifically provided in this Agreement,
2142 this Agreement may be amended or modified only by a written agreement duly authorized and
2143 executed by both City and Company.

2144 **16.07 Assignment and Transferability.** Except as provided in this Article 16, this
2145 Agreement is not assignable or transferable in whole or in part by Company, voluntarily, involuntarily,
2146 or by operation of law or otherwise except by written amendment to this Agreement signed by both
2147 Parties. Any request made to City by Company for approval of an assignment or transfer of this
2148 Agreement shall be accompanied by a non-refundable deposit in the amount of Fifty Thousand Dollars
2149 (\$50,000) to cover City's costs, including attorneys' fees, in evaluating the proposed assignee or
2150 transferee and the potential benefit or detriment to City of the proposed assignment or transfer. In
2151 addition, the Solid Waste Management Services called for in this Agreement, as opposed to the

ancillary services such as oil spill clean-up, shall not be subcontracted for by Company without the City's prior written approval.

16.07.1 The sale, transfer, assignment, or hypothecation of a majority ownership interest in Company to an Affiliated Company shall not be deemed an assignment within the meaning of this Section.

16.07.2 However, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Company's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten percent (10%) or more of the local, regional, and/or corporate assets, stock, or ownership of Company to a Person (other than a transfer of shares in Company by the owner of such shares to a revocable trust for the benefit of his or her family or to another owner of shares in Company or as provided in Section 16.07.1); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Company or any of its shareholders is a party which results in a change of ownership or control of fifty percent (50%) or more of the value or voting rights in the local, regional, and/or corporate stock of Company (except as provided in Section 16.07.1); (iv) divestiture of an Affiliated Company used by Company to fulfill its obligations under this Agreement; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Company.

16.07.3 Any dispute between the City and the Company with respect to a determination of whether a sale, transfer, assignment, subcontracting, or hypothecation of a number of shares or other units of ownership in Company has occurred or will occur shall be subject to referee pursuant to Code of Civil Procedure Section 638, et seq. with the presiding judge of the Alameda County Superior Court.

16.08 Subcontracting. Company shall not engage any subcontractors for Collection of Solid Waste, Recyclable Materials, or Organic Waste without the prior written consent of the City. Company's use of subcontractor(s) does not in any way limit the Company's obligations under this Agreement. The City reserves the right to require Company to replace a subcontractor in the event of a regulatory or criminal judgment against a subcontractor and a legal judgment against a subcontractor that is related to performance under this Agreement.

16.09 Compliance with Applicable Law. Company agrees that it will comply with all provisions of the Applicable Law, including City's business license ordinance, and will obtain all licenses and permits, and pay all taxes and fees, required under the Applicable Law.

16.10 Notices. All notices, demands, requests, consents, or other communications which this Agreement contemplates, authorizes, requires or permits either Party to give to the other, shall be in writing and shall be personally delivered; or sent by overnight mail, delivery service, or

2189 registered or certified mail, postage prepaid, return receipt requested; all addressed to the respective
2190 Party as follows:

To City:	City of Woodland 300 First Street Woodland, CA 95695 Attn: City Manager
Copy to:	Best Best & Krieger LLP 1333 N. California Blvd., Suite 220 Walnut Creek, CA 94596 Attn: Malathy Subramanian
To Company:	USA Waste of California, Inc. 1333 E. Turner Rd. Lodi, CA 95241 Attn: President
Copy to:	WM 222 S. Mill Avenue, Suite 301 Tempe, AZ 85281 Attn: Senior Legal Counsel

2191 or to such other address as either Party may from time to time designate by notice to the other
2192 given in accordance with this Section. Such notice shall be deemed effective on the date
2193 personally served or, if mailed, three (3) days from the date such notice is deposited in the
2194 mail.

2195 **16.11 Savings Clause and Entirety.** If any provision of this Agreement shall for any
2196 reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall
2197 not affect any of the remaining provisions of this Agreement.

2198 **16.12 Attorney's Fees.** In the event of any claim or action or proceeding brought by
2199 either Party against the other under or in connection with the subject matter of this Agreement, the
2200 prevailing Party shall be entitled to recover from the losing Party as part of the judgment in such action
2201 all reasonable costs, expenses, and attorneys' fees, including those costs, expenses and attorneys'
2202 fees incurred in defending any counterclaim or cross-complaint brought in such action and incurred in
2203 any appeals, all in such amount as the court shall judge reasonable.

2204 **16.13 Entire Agreement.** Commencing on the Effective Date, this Agreement
2205 supersedes any previous agreements either oral or written by the Parties and represents the entire
2206 understanding between the Parties; provided, however, that this Agreement shall not relieve either

2207 Party of any financial obligations that may have existed under the former franchise agreement subject
2208 to Section 2.09.

2209 **16.14 Changes in Law.** In the event that new or amended local, state or federal laws or
2210 regulations are enacted after the Effective Date, or if existing laws or regulations are challenged and
2211 overturned, and such has the effect of materially altering the terms of this Agreement or preventing or
2212 precluding compliance with one or more provisions of this Agreement, such provisions of this
2213 Agreement shall be modified or suspended by the mutual agreement of the Parties as may be
2214 necessary to comply with such new or amended local, state or federal laws or regulations. SB 54
2215 Regulations and Extended Producer Responsibility Regulations adopted after the Effective Date shall
2216 be considered a Change in Law. The City and the Company shall enter into good faith negotiations
2217 regarding such an amendment of this Agreement that reflects the extent to which the provisions hereof
2218 have been so modified or suspended and shall also modify Company's compensation pursuant to
2219 Section 7.01

2220 **16.15 Transition to Next Contractor.** In the event Company is not awarded an
2221 agreement to continue to provide Solid Waste Management Services following the expiration or early
2222 termination of this Agreement, Company shall cooperate fully with City and any subsequent
2223 contractors to assure a smooth transition of services as described in this Agreement. Such cooperation
2224 shall include but not be limited to: providing routing information, route maps, vehicle fleet information,
2225 and list of Customers (which identify routes, service levels, scheduled collection days, and any special
2226 collection notes), account and billing information; providing a complete inventory of all Containers;
2227 providing adequate labor and equipment to complete performance of all Solid Waste Management
2228 Services required under this Agreement; and providing other reports and data required by this
2229 Agreement.

2230 **16.16 City Free to Negotiate with Third Parties.** The City may investigate all options
2231 for Collection services that will be scheduled to commence after the expiration of the Term or earlier
2232 termination of this Agreement. Without limiting the generality of the foregoing, the City may solicit
2233 proposals from Company and from third parties for the provision of Collection of Solid Waste,
2234 Recyclable Materials, and Organic Waste, and any combination thereof. The City may negotiate and
2235 execute agreements for such services that will take effect upon the expiration of earlier termination of
2236 this Agreement.

2237 **16.17 Venue.** Venue for any dispute under this Agreement shall be in the federal or state
2238 courts with jurisdiction over Yolo County.

2239 **[Signatures on following page]**
2240

2241
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2246

**SIGNATURE PAGE
TO
COLLECTION SERVICE AGREEMENT**

City and Company have signed this Agreement as of the last date noted below.

City:	Company:
CITY OF WOODLAND, a California municipal corporation	USA WASTE OF CALIFORNIA, INC., a Delaware corporation
By: _____ Ken Hiatt City Manager	By: _____ Title: _____
Date: _____	Date: _____
ATTEST:	
By: _____ City Clerk	
Date: _____	
APPROVED AS TO FORM:	
By: _____ City Attorney	
Date: _____	

2247
2248

EXHIBIT A SCOPE OF SERVICES

Company acknowledges that the City is committed to diverting materials from Disposal through the implementation of source reduction, reuse, Recycling and Composting programs and that the City may at some time in the future implement, in accordance with Article 6.04, new programs that may impact the overall quantity or composition of Solid Waste to be Collected by Company.

1) Residential Premises

a) General: Company shall provide collection, transportation, and Disposal services to all Residential Premises one time per week. These services shall consist of Collecting and transporting Solid Waste for disposal, and Organic Waste and Recyclable Materials for Processing. Company shall provide each Residential Premises with Carts to contain each type of waste. Carts shall vary in size and established rates shall be based upon Cart size. Cart sizes shall be 35 gallon, 64 gallon and 96 gallon for Solid Waste. Carts for Recyclables shall be 64 gallon and Carts for Organics shall be 96 gallon. **Exhibit B** identifies rates for each Cart size. Consistent with Section 8.05, Company may assess a Contamination Fee as set forth in **Exhibit B** for Organics or Recyclables Carts that are contaminated with Solid Waste, Exempt Waste or any material not constituting Organic Waste or Recyclables, as applicable, and dispose of same as Solid Waste. Company may assess an Overage Fee as set forth in **Exhibit B** for Solid Waste, Organics or Recyclables Carts that have an Overage. Company shall Collect Carts from the Curb or an alternative service location (such as the side yard, or backyard) if the occupant is physically unable to place the Container Curbside and is eligible for such service at no additional charge. Company may implement reasonable restrictions on such service regarding health and safety of employees.

b) Bundled Residential Cart Service. Company will use a weekly Bundled Solid Waste Collection Service system with one (1) Solid Waste Cart, one (1) 64-Gallon Recyclable Materials Cart, and one (1) 96-Gallon Organic Waste Cart as part of the base Solid Waste Collection Service. Residential Premises Customers shall receive one additional Recyclable Materials Cart and one additional Organic Waste Cart to be included at no additional cost, if requested. Additional Recyclable Materials Carts and Organic Waste Carts shall be made available in accordance with the service rates set forth in Exhibit B.

c) On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Company must provide Collection of Solid Waste, Recyclable Materials, and Organic Waste on the Customer's Premises to an Residential Premises Customer as follows.

i) On-Premises Service. At no additional cost to the Residential Premises Customer: Company must provide Collection of Garbage, Recyclable Materials, and Organic Waste, at no additional cost to the Customer, where all adult Customers residing therein have disabilities that prevent them from setting their Garbage, Recyclable Materials, or Organic Waste Cart at the Curb for

Collection, and if a request for on-premises service has been made. For the purposes of this Agreement, a disability shall be as defined by the Americans with Disabilities Act of 1990 (Public Law 101—336) (ADA), as amended, as these titles appear in volume 42 of the United States Code. Company shall review all applications made by Customers to determine conformance with this exemption provision and shall grant exemptions if applicable. Exemptions shall be applicable for one year, upon which time renewal will be required. Company will proactively request renewal applications on an annual basis (by February 15th of every year). If the occupant fails to return a completed application, they will be removed from the on-premises service list.

- ii) At an additional cost to the Residential Premises Customer. Company shall offer on-premises services to Customer other than those listed above on a subscription basis upon request for the Rates set forth in Exhibit B. On-premises services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection, and returning the Collection Containers back to their storage location.

With regards to all requirements of this Section, the Company shall make reasonable accommodations concerning Container and Collection requirements (e.g., Container size, type, placement of Containers for collection, etc.). Company will not be required to provide such services that create a risk to health or safety of employees.

- d) Green Waste Street Pile Collection. When and where allowed, Green Waste piles must be located in front of the Residential Premises where the material originated just beyond the gutter line as prescribed by Section 13.08.150 of the Woodland Municipal Code. The Company will not be required to provide Collection of Green Waste piles that contain grass or items longer than five (5) feet or with a diameter greater than six (6) inches. The Company shall provide Collection of Green Waste placed in the street in accordance with the following schedule:

- i) During November 1 through January 31 (“Leaf Season”), Company will provide weekly street pile Collection Services in addition to weekly Cart Collection Services.
- ii) During February 1 through October 31 (“Non-Leaf Season”), Company will provide street pile Collection Services once per month in addition to weekly Cart Collection Services.
- iii) The Company may deviate from this schedule only during leaf season in the fall or the heaviest pruning month in the spring, as mutually agreed upon by City and Company. The Company shall notify City within twenty-four (24) hours when Organic Waste Services have been delayed. The Company and City shall direct participating Customers to place grass clippings into Carts year round. Grass clippings may not be placed in the gutters for street collection at any time.
- iv) If the Company is unable to remove a Green Waste pile, it must issue a notice to the Residential or Commercial Premises from which the material originated. The Company must notify the City

- within two (2) days of identifying an illegal pile. The City is responsible for investigating illegal materials and coordinating the cleanup of piles that exceed safety guidelines. The City may request the Company remove piles that have been adjusted to comply with legal size requirements if City is unable to locate the responsible party.
- v) City and Company staff will prepare and distribute a color-coded map and calendar each year to inform Customers of the schedule for Collection of Green Waste street piles. The map and calendar will be available on both the Company's and the City's website and in printed form.
- e) Holiday Tree Collection and Recycling. Annually, Company shall collect and recycle natural, undecorated trees, free of tree stands, placed at the Curbside, from all Residential Customers. The pickups shall occur on the Customer's regular day of Green Waste off-street pile collection and shall be at no additional charge to the Customer. Collection shall commence December 26 and end on February 1. Holiday trees shall be delivered to the Processing Site (per Section 2.08) where they will be used to produce mulch or Compost Product or diverted from Landfill Disposal in an alternative manner to count as diversion in accordance with the Act, with the exception that holiday trees may not be delivered to a Transfer Station or Processing Site where they will be used as ADC or for transformation fuel without prior written approval from the City.
- f) Community Bulky Items. The Company shall host a free annual community Bulky Waste, Universal Waste, and Household Hazardous Waste collection event. Collection of Universal Waste and Household Hazardous Waste may be waived at the City's discretion when collection of these materials is provided through other programs. The Company shall advertise the event through newspaper advertisements and articles, flyers, and bill inserts. Additionally, Customers may request Curbside Bulky Waste Collection from their residence for a fee as established in **Exhibit B**.
- g) Bulky Waste Vouchers. The Company shall provide one (1) Bulky Waste Voucher ("Voucher") to every Residential Premises annually. "Vouchers" shall be distributed via mail by March 15 every year during the Term. "Vouchers" will allow Residential Customers to dispose of one free load of bulky items (up to 5 cubic yards) at the Yolo County Landfill. Company shall make available seventy-five (75) curbside bulky material collections of equivalent material for Customers with physical limitations that prohibit ability to haul materials to the Yolo County Landfill.
- h) At Your Door Special CollectionSM Services ("HHW Services"). Details of the HHW Services are included in Exhibit K.
- i) Major Appliances Containing Freon. In the event Company Collects Major Appliances that contain freon, Company shall handle such Major Appliances in a manner such that the Major Appliances are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.

2) Commercial Premises

- a) General: Company shall provide Collection, transportation, and Disposal services to all Commercial Premises as frequently as scheduled by the Customer, but not less than a minimum of one time per week. These services shall consist of collecting and transporting Solid Waste for disposal, and Organic Waste and Recyclable Materials for processing. Company must offer Solid Waste, Recyclable Materials, and Organic Waste Carts in 35-gallon (Organic Waste only), 64-gallon, and 96-gallon sizes (Solid Waste and Recyclable Materials only). Company must offer Solid Waste and Recyclable Materials Bins in 1-, 1.5-, 2-, 3-, 4-, and 6-cubic-yard sizes and must offer Organic Waste Bins in 1-, 2-cubic-yard sizes. Established rates shall be based upon Container size and frequency of pick-up. Exhibit B identifies maximum rates for each Container size and frequency of pick-up. Consistent with Section 8.05, Company may assess a Contamination Fee as set forth in Exhibit B for Organics or Recyclables Containers that are contaminated with Solid Waste, Exempt Waste or any material not constituting Organic Waste or Recyclables, as applicable, and dispose of same as Solid Waste. Company may assess an Overage Fee as set forth in Exhibit B for Solid Waste, Organics or Recyclables Containers that have an Overage. Bins, Compactors and Debris Boxes shall be placed on hard surface locations which are accessible to the Company.
- b) Multi-Family Dwelling Bulky Waste Vouchers. The Company shall provide one (1) Multi-Family Dwelling Bulky Waste Voucher ("MFD Voucher") to every individual MFD unit annually. "Vouchers" shall be distributed via mail by March 15 every year during the Term. "Vouchers" will allow MFD unit occupants to dispose of one free load of bulky items (up to 5 cubic yards) at the Yolo County Landfill.

3) Roll-Off Services

- a) Temporary. Company shall provide temporary Roll-Off Container service, including Construction and Demolition Debris Bins, to Customer. Company must offer temporary Roll-Off Containers in 10- (for concrete/dirt), 20-, 30-, and 40-- cubic-yard sizes. The size of the Container and the frequency of Collection will be determined between the Customer and Company. The Company shall receive compensation for Roll-Off Container Service from the Customer at the rate for such service as set in **Exhibit B**.
- b) Permanent Service. Company shall provide monthly Roll-Off Container service, including Construction and Demolition Debris Bins, to Customers. Company may offer monthly Roll-Off Containers in 20-, 30-, and 40-cubic-yard sizes. Company must also either provide Collection Service from Compactors that are owned by Commercial Service Units or provide Compactors for Commercial Service Units to use for Collection Service, for the Maximum Service Rates set forth in **Exhibit B**. The size of the Container and the frequency of Collection will be determined between

the Customer and Company. The Company shall receive compensation for monthly Roll-Off Container Service from the Customer at the rate for such service as set in **Exhibit B**.

c) Turnaround and Service Exceptions. Company shall deliver temporary Roll-Off Containers within two Business Days of requested delivery date and within 5 Business Days of requested delivery date for Monthly Service Roll-Off Containers. Less than five percent (5%) of all requests may be delayed beyond such deadlines. Ninety-five percent (95%) of all service exceptions shall be resolved within twenty-four (24) hours of identification.

d) Contamination and Rejected Loads. There shall be a reasonable expectation for Company drivers to not haul Roll-Offs with obvious Contamination, discerned via a visual audit upon providing service. Company's Recycling Coordinator or other field representative shall visit the top twenty (20) Customers per month whose Roll Off loads are rejected or otherwise reported Contaminated.

4) Street Sweeping

a) Frequency and Extent of Sweeping. Company shall provide weekly Street Sweeping Service City-wide pursuant to the standards set forth in **Exhibit I**. Street Sweeping Service will be provided on all arterials and collectors, in the Alleys and Parking Lots identified in **Exhibit E**. Street Sweeping Service for medians, as shown in **Exhibit I**, will be provided monthly.

b) Sweeping Schedule. Company shall coordinate the collection of Green Waste off-street piles with Street Sweeping in order to minimize Customer Complaints about Green Waste residue. In no event shall the streets be swept later than twenty-four (24) hours after Green Waste off-street pile Collection. Company shall deviate from this schedule only during the heavy leaf and pruning seasons if Organic Waste Collection is delayed. The Company shall notify City within twenty-four (24) hours when Street Sweeping Services have been delayed.

c) Use of City Water. Company may use City water from local fire hydrants, and will spray this water to minimize airborne dust while sweeping. The City will inform the Fire Department that City has provided authorization to Company to utilize the fire hydrants. The Company will measure or estimate the amount of water used during Street Sweeping, and the cost of the water will be paid from City "Solid Waste Fund."

d) Additional Services. Company shall provide 200 hours of additional Street Sweeping Services annually to City.

5) Containers

The Company shall be responsible for the purchase and distribution of all Containers required under this Agreement. Containers used under the previous agreement with the City may continue to be used. City shall review and approve the color and design of newly purchased Containers. Notwithstanding

anything in this Agreement to the contrary, Company shall ensure that all Containers comply with Applicable Law. Any costs to modify or replace Containers shall be Company's sole responsibility without any adjustment in the maximum rates. Containers shall be designed and constructed to be watertight and prevent the leakage of materials. All Containers shall prominently display the name and telephone number of the Company and be labeled in accordance with Applicable Law.

All Carts purchased as part of this Agreement shall be manufactured by injection or rotational molding methods and shall be of a standard this is greater or equal to that of Carts currently in use. The useful life of Containers provided to Customers shall be equal to or longer than the initial Term of the Agreement. Containers shall be depreciated over ten (10) years.

All Containers shall be maintained in a safe, serviceable, and functional condition. Company's employees shall take care to prevent damage to Containers by unnecessary rough treatment. Any Container damaged by the Company shall be replaced by the Company, at its expense, within five (5) Business Days at no cost or inconvenience to the Customer.

Containers put into service after the Effective Date must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste) and must be labeled with a listing of materials that may and may not be placed in a particular Container type. Additionally, Company will replace all Organic Waste Carts in use prior to the Effective Date with green lids and gray bodies by the end of 2026.

The Company shall provide approved Containers to each Customer. Containers shall be provided within five (5) Business Days of sign-up and, on Commercial Premises, owner's or manager's provision of a proper site. In instances where the required Bin is not available within the five (5) Business Days, Company shall deliver temporary service in adequate volume and frequency until Bin size warranted by waste generation is available for delivery.

Company shall allow Customer to exchange Containers for a Container of a different size at no additional cost. Upon notification to the Company by the City or a Customer that a change in the size of a Container is required, the Company shall deliver such Container to such Customer within five (5) Business Days.

Company shall be responsible for repair of Containers, including, but not be limited to, hinged lids, wheels, and axles. Within five (5) Business Days of notification by the City or a Customer of the need for such repairs, the Company shall repair the Container or if necessary, remove the Container for repairs and deliver a replacement Container to the Customer. Company shall steam clean and repaint all Containers, except Carts, as needed to present a clean appearance; Customers will be responsible for the cost of such cleaning. Company shall provide City with a list of Containers and the date each Container was painted and maintained. Customers using Carts shall be responsible for cleaning such Carts.

During this Agreement, Company shall own all Containers put into service under this Agreement.

6) Construction and Demolition (C&D) Debris Collection

The Company shall encourage builders and demolition companies ("Construction Companies") to source- separate their Construction and Demolition (C&D) Debris for future Recycling. The Company will develop and distribute educational materials for Construction Companies with regard to recycling of C&D Debris. The educational materials will be distributed in coordination with the issuance of building permits in

the manner to be provided in the City ordinance. Prior to Disposal, the Company shall have the right to salvage Recyclables from C&D Debris collected pursuant to this Agreement and to retain funds derived therefrom.

Company shall provide Customer with education specifically regarding contamination. Every new Customer will receive a site visit from the Company, and all Customer will receive an electronically delivered educational package. Company shall provide signage for delivered C&D Containers to allow for proper on-site sorting of the C&D materials.

Company shall collect C&D from Residential and Commercial Customers and shall deliver such C&D to an approved Processing Site. Company shall track the C&D Tonnage Collected and delivered to the Processing Site and Processing Site provide supporting documentation (in the form of weight tickets) supporting level of diversion achieved if requested by the City.

7) Public Education and Outreach Campaign

Within ten (10) days of approval of the Agreement, Company shall submit the initial Public Education plan for calendar year 2025. Beginning September 1, 2025, and annually thereafter, Company shall submit an annual Public Education plan for the following calendar year. City shall review and respond in writing within forty-five (45) calendar days. Implementation of the annual plan will begin on January 1st of each calendar year of the Agreement. The Company shall not be obligated to spend more than \$40,000 annually for the campaign, adjusted annually by the CPI Adjustment. Company's Public Education program shall focus on providing information to Customers in accordance with the specific requirements described in the annual Public Education plan approved by the City. Educational media shall include, but not be limited to, newsletters, flyers, door hangers, notification tags, and direct contact. Information shall be provided for initial start of new services, to comply with jurisdictional SB 1383 education and outreach requirements (CCR Title 14 §18985.1), to solicit feedback about the service and suggested improvement/changes, and to educate Customers about source reduction, reuse, and Recycling opportunities. City is delegating responsibility for SB 1383 Public Education (CCR Title 14 §18985.1) to Company and Company is fully responsible for said SB 1383 Public Education requirements, as outlined in Section 14.10.6. Materials shall be printed on paper containing the highest levels of recycled content material as is consistent with SB 1383 paper procurement regulations. Company's obligations in this Section are subject to funds being available under the Public Education Budget (Section 3.07).

a) Print and Digital Communications. Company shall oversee the development of print and/or digital communication pieces utilizing the Public Education budget including but not limited to billing inserts, program education brochures, and direct mail pieces to fulfill obligations in this Agreement; and develop Public Education materials and outreach activities to promote special programs in the City.

b) Translation of Materials. Company's Communications Department shall oversee the process of translating all Outreach and Education materials used for public purposes, into Spanish and Punjabi as directed by the City utilizing the Public Education budget.

- c) Communication of Edible Food Recovery. City may utilize the Public Education budget to have Company distribute materials or include in newsletters and other existing collateral information about the City's Edible Food Recovery programs, options for Edible Food Recovery in the City, and Tier One and Tier Two Commercial Edible Food Generator (as defined by SB 1383) responsibilities. Edible Food Recovery education will be led by the City, and Company shall leverage existing assets, collateral, and Customer visits to support the City in related education. City may request to utilize Company's design services to support this effort as needed.
- d) Technical Assistance. Company shall provide comprehensive Recycling technical assistance, via the Recycling Coordinator and other field representatives, to MFD and Commercial Customers with the primary purpose of helping Customers increase Recyclable Materials and Organic Waste Collection services and reducing Solid Waste Collection service.
- e) Special Events. City may utilize the Public Education budget and direct Company to prepare educational and informational materials that the City may use for the public during special events that describing the Collection options available and promoting Recycling.
- f) Bulky Program Promotion. Company shall promote Curbside on-call Bulky Collection service by preparing billing inserts, direct mail, advertising and/or other methods as approved by the City and paid for from the Public Education budget.
- g) Company shall obtain the City's approval of all Public Education materials paid from the Public Education budget prior to printing, distribution, advertising, posting, or mailing.
- h) If Company fails to perform some or all of the requirements of the Public Education program described in this Section and in the annual Public Education plan, the Company shall pay the City Liquidated Damages as described in Article 13.

8) City Collection Services

- a) City Facilities. Unless otherwise requested by City, Company shall provide recurring Solid Waste, Recyclables and Organics collection (not episodic or non-recurring), transportation, and Disposal services to all City operated facilities, as they currently exist as shown in **Exhibit E**, including City parks, playgrounds, and buildings , as well as additional City parks, playgrounds and buildings that may be operated after the Effective Date of this Agreement. Regarding services to City facilities on Exhibit E, changes in collection methods existing prior to the Effective Date may be subject to additional Company compensation.
- b) Public Litter Receptacles. Unless otherwise requested by City, Company shall provide collection, transportation, and Disposal services to Public Litter Receptacles as detailed in Exhibit E.
- c) Special Events. Company shall provide Collection, transportation, and Disposal services for the City-sponsored or City-organized special events identified in this section; City may replace events with another, so long as the total number of annual events is no more than eight (8). City shall

2564 notify Company of the need and quantity of Containers, and delivery instructions, at least ten (10)
2565 Business Days in advance, but not more than forty-five (45) days in advance. Examples of these
2566 events are as follows: the annual Celtic Festival, Honey Festival, Street Cruisers Car Show, C-10
2567 Car Show, Dinner on Main, Farmworker Festival, Coastal Clean Up and the annual Holiday
2568 Parade. Company shall provide an adequate number and type of Collection Containers for the
2569 special events and shall coordinate its Collection services with the City. The Company shall
2570 report the provided service and estimated tonnage of material Collected to the City within ten (10)
2571 Business Days of each event.

2572
2573 d) Other Special Services. The Company shall provide, upon request from the City, free temporary
2574 services for City-led projects and events, up to \$10,000 per Rate Year.

2575 e) Illegal Dumping/Abandoned Waste Collection. The Company shall notify the City of illegal piles of
2576 Solid Waste, Recyclables, or Organic Waste placed in the street within forty-eight (48) hours of the
2577 Company's observation of the materials. The City shall have primary responsibility for the collection
2578 of illegal Solid Waste or Recyclable Materials, but the Company shall reasonably cooperate with
2579 the City's request to assist with such collection to the extent the Company has suitable equipment
2580 and personnel in the neighborhood, such collection will not unreasonably interfere with the
2581 Company's performance of its responsibilities under this Agreement, and such collection will not
2582 require the Company to incur any excessive expense. The Company shall have responsibility for
2583 the collection of legal Green Waste.

2584 f) City Collection Conditions of Service. City Collection Services shall be governed by the following
2585 terms and conditions:

2586 i) Company's Good Will. In exchange for the good will of the City and the general public,
2587 Company voluntarily agrees to provide Solid Waste Collection under this **Exhibit A**, and
2588 detailed Exhibit E (City Service Locations) at no cost to the City excepting excess service as
2589 provided in this section and warrants that such service shall neither impact the Maximum
2590 Service Rates nor be otherwise paid for or subsidized by any other Customers.

2591 ii) Company shall receive written permission from the City before placing any Collection
2592 Containers on City-owned property for service, except that no such permission shall be needed
2593 to place Collection Containers at locations specified for such Containers in **Exhibit E** (City
2594 Service Locations).

2595 iii) Company shall limit the number of trips and the path of travel for Collection Vehicles in City
2596 parking lots.

2597 iv) Container Service. City Facilities shall be provided Solid Waste Collection generally subject to
2598 the same terms and conditions as similar Service Units regarding Container specifications,
2599 repair, replacement, cleanings, and exchange; provided the City shall not be charged for any
2600 requests for such services.

v) Frequency of Service. The frequency of Collection may be designated by the City, but not to exceed six (6) times per week per Container. City may change the City Service Units receiving service, and the Container volume and Collection frequency provided to any City Service Unit, by written notice to Company.

vi) Keys to City Facilities. City may issue Company sets of keys to facilitate access to City Service Unit sites. Company shall be responsible for the safekeeping of these keys, and shall pay for the replacement cost of keys if replacements are needed.

9) Recycling Coordinator

The Company shall provide one (1) FTE position dedicated to working with the City as a Recycling Coordinator. This position shall not be filled by an internship and shall not serve as regular support for other internal or administrative functions on behalf of the Company, with the exception of contract management support for the City. The duties of the Recycling Coordinator shall include the following:

- a) Work in cooperation with the City to target diversion opportunities for Commercial and MFD customers.
- b) Follow-up for Container Contamination and Overages. Recycling Coordinator shall follow up via site visits monthly with the top 25 Commercial/MFD Customers who have received contamination notices to educate them on proper sorting, in order to minimize Container contamination. Recycling Coordinator or other Company staff shall also follow-up monthly with the top 25 of Commercial/MFD Customers who have received overage notices to educate them on proper sorting and/or discuss how they can right-size their service or better divert waste.
- c) Outreach and Education. The Recycling Coordinator shall: provide Outreach and Education to MFD/Commercial properties, C&D Customers, and the City as needed; and serve as the liaison between the CITY and community groups.
- d) Public Events. Upon request by the City, the Recycling Coordinator shall attend local public events and distribute promotional and educational materials, up to six (6) events per calendar year, dates to be mutually agreed upon. The Recycling Coordinator shall also, as needed and as directed by City staff, provide technical assistance to large events and venues (as defined by SB 1383), including support with pre-event waste management plans or identifying opportunities for waste diversion. This does not require the Company to provide day-of collection services for any events.
- e) Site Visits to Commercial and MFD Customers. The Recycling Coordinator shall contact MFD and Commercial property managers/owners to provide free consultations or site visits to identify service needs, provide service setup support, right-size service, educate on compliance with state and regional waste & recycling laws (including SB 1383, AB 1826, and AB 341), and sorting

education for employees and tenants. Company shall also provide signs and labels for Collection Containers including Bins and carts. Generic Cart or bin labels provided by Company are not subject to approval by the City and not paid for from the Public Education budget. Cart or bin labels customized by City are subject to City approval and paid for from the Public Education budget. Company shall also provide signage and labels for internal containers at businesses and MFD common areas (materials paid for from the Public Education budget). Company shall educate its Commercial accounts regarding the availability of waivers and how to obtain and file a waiver as applicable, consistent with Exhibit A.11. Additionally, as federal, state, and local solid waste laws evolve, upon mutual agreement, the Recycling Coordinator may provide support to the City for implementation, specifically in the form of education and outreach and technical assistance to Commercial/MFD sectors for any newly enacted legislation.

- f) Commercial Compliance. As part of site visits described above, the Recycling Coordinator shall educate businesses on the mandatory SB 1383 requirements that apply to them and options for compliance. If noncompliance is identified, the Recycling Coordinator shall provide relevant education and notify the City for follow-up and monitoring. This shall include support for the City's forthcoming reusable foodware ordinance, future implementation of SB 54, and clarifying which compostable/recyclable foodware materials are accepted by Company for recycling or Organic waste processing.
- g) Edible Food Recovery. The Recycling Coordinator may assist the City in identifying all Tier One and Tier Two Commercial Edible Food Generators (EFGs) within the City by providing a Customer list. The Recycling Coordinator may assist the City by providing annual notifications during site visits to Commercial Customers regarding the City's Edible Food Recovery programs, options for Edible Food Recovery in the City, and Commercial EFGs (as defined by SB 1383) responsibilities.
- h) City Staff and Facilities. The Recycling Coordinator shall conduct annual trainings for City Staff located at City facilities, on proper sorting for waste diversion.
- i) City Waste Diversion. In the event that the City adopts a policy or strategy to encourage or require waste diversion, the Recycling Coordinator or other Company Personnel may assist the City with implementing the policy or strategy. This may include analyzing service levels or contamination notice records, keeping record of and communicating to City any violations of the policy or strategy, and supporting education and outreach related to the policy or strategy. Depending on the City policy, there may be additional costs to the City, to be mutually agreed upon.

10) Provision of Emergency Services

Company shall provide emergency services at the City's request in the event of major accidents, disruptions, or natural calamities. Emergency services may include, but are not limited to, assistance

handling salvaged materials, Processing, Composting, or Recycling materials, or disposing Solid Waste following a major accident, disruption, or natural calamity. Company shall be capable of providing these emergency services within twenty-four (24) hours of notification by the City or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services, which exceed the Company's obligations, shall be compensated in accordance with Exhibit B. If applicable rates are not included in Exhibit B, the Company and the City shall meet and confer to negotiate a price. Should the Company and the City not agree on a reasonable rate, City may use a different Contractor to deliver the required services. If Company cannot provide the requested emergency services, the City shall have the right to provide such services itself or through another Company, but only regarding emergency services Company is not able to provide.

11) SB 1383 Regulations

It is the City's intent that the City will take primary responsibility for compliance with the requirements of SB 1383. City anticipates that Company will be required to assist the City with specific aspects of compliance with SB 1383, as identified in the Agreement. Below is a summary of specific areas identified in the Agreement in which the City is requiring or may require Company assistance. All sections herein refer to Title 14 of the CCR, unless otherwise specified. The SB 1383 requirements are summarized below. City and Company shall refer to the specific text of the CCR sections and any Applicable Law to satisfy specific SB 1383 requirements.

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Company Responsibility
1.	Provide Collection Containers to generators that comply with color requirements when replacing containers or by January 1, 2036, whichever comes first (§18984.7)		Company to provide new or replacement Containers that comply with SB 1383 requirements. Container colors shall be as such: green lids for Organic Containers; blue lids for Recyclable Containers; grey lids for Solid Waste Containers. Company shall replace all Organics Carts currently in the field with green Carts during calendar year 2026. All Containers will be fully compliant with SB 1383 requirements no later than January 1, 2036.

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Company Responsibility
2.	Place and maintain SB 1383-compliant labels on all new Containers or lids (§19894.8)	City to approve Container labels	Company to place and maintain City-approved labels on all new Containers or lids and existing Containers during site visits.
3.	Conduct Route Reviews of randomly selected containers for Contaminants as directed by City (§18984.5) “Route review(s)” means a visual inspection of containers along a hauler route for the purpose of determining contamination, and may include mechanical methods such as the use of cameras (§18982)		Company to conduct Route Reviews using Smart Truck capability and report to City on compliance levels.
4.	If Contamination is found during Route Reviews required under §18984.5(b), notify Generator of recycling requirements (§18984.5(b))		Company to assist City staff by notifying noncompliant Generators with a notice approved by City. Standard templated notices are part of the WM SmartTruck SM program are in English and are prepared at no additional charge. If City requires customization or translations, then that will be paid for from the Public Education budget.
5.	Annually provide Edible Food Generators with information about the edible food recovery program, generator requirements, and food recovery organizations (§18985.2(b))	City to develop Edible Food recovery education content to be mailed by Company to commercial Customers, paid for from the Public Education budget.	Company to annually mail Edible Food recovery education materials approved by City to Commercial Customers that are Edible Food generators, as identified by City.

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Company Responsibility
6	A jurisdiction may grant one or more of the following types of waivers to a generator of organic waste • De Minimis Waiver • Physical Space Waivers (§18984.11)	City to develop waiver application form and process, distribute waiver applications as appropriate, and approve or deny waiver applications.	Company shall distribute and collect waiver applications through the course of assigning service levels and conducting technical assistance to potentially eligible Customers. The Company shall evaluate waiver applications as appropriate, and shall provide the City a recommendation to accept or deny waiver requests, along with associated documentation, and record the waiver status in their database. Company shall conduct inspections of Customers with applicable waivers through the course of its technical assistance at least every five years and share documentation of these inspections with the City.
7.	Implement annual inspection and compliance program for organic waste generators. (§18995.1)	City to take lead on inspection and compliance efforts. Note: City is responsible for edible food inspections and enforcement.	Company shall assist with inspections, issue and report on issuance of Violation Notices, contamination, and/or other related compliance notices related to Collection services.
8.	Investigate and maintain records of all complaints received (§18995.3)	City to investigate SB 1383-related complaints received by Company	Company to maintain record of complaints and report to City complaints received in quarterly reports

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Company Responsibility
9.	Take enforcement actions, including issuing notices of violations (§18995.4); Impose penalties on non-compliant entities (§18997.2)	City to coordinate enforcement actions	Company to issue Violation Notices, contamination surcharges, and/or other related compliance notices, maintain records, and report quarterly to City on violation notices and/or other related compliance notices
10.	Provide generators with information on properly separating materials, organic waste prevention, on-site recycling, methane reduction benefits, how to recycle organic waste, a list of approved haulers, and information related to food recovery (§18985.1(a))	City to review and approve public outreach materials for Customers	Company to distribute annually approved Public Education materials to all Customers, including Residential, Multi-Family, and Commercial Customers Such materials may be distributed through print or electronic media
11.	Educational materials shall be translated into any non-English language spoken by a substantial number of the public provided services. (§18985.1(e))	City to review and approve public outreach materials to be translated for Customers, if applicable	Company to distribute approved public education materials to Customers (paid for from the Public Education budget)
12.	Submit an annual report relative to compliance with SB 1383 (§18994.2)	City to compile and submit relevant documentation for initial compliance report and annual report	Company to assist City in compiling relevant documentation for initial compliance report and annual report
13.	Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten business days (18995.2(f))	City to maintain all implementation records	Company to maintain applicable records generated or retained by Company, to allow City access to applicable implementation documentation in less than ten Business Days

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Company Responsibility
14	Annually procure a quantity of recovered organic waste products that meets or exceeds current annual recovered organic waste product procurement target		Company shall fund a portion of the City's recycled organic waste product procurement in the amount of \$50,000 (adjusted annually by the CPI Adjustment).

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EXHIBIT B RATES

Residential Rates Effective 9/1/2025

		New Monthly Rate Eff 9/1/2025
Bundled Service Rates		
35 Gallons		\$39.67
64 Gallons		\$42.60
96 Gallons		\$56.77
Extra bag pickup		\$3.08
Extra toter pickup		\$9.84

* Bundled service includes one (1) Recycle Cart, one (1) Organics Cart, and Street Sweeping. A second Recycle Cart and a second Organics cart can be provided at no additional cost.

Low income¹ (15% discount on Unbundled Trash Rate)		
35 Gallons		\$33.72
64 Gallons		\$36.21
96 Gallons		\$48.25

* Low income discount applies to the Trash portion of the bundled rate only.

Additional Recycle Carts		
Per Additional Cart		\$7.93

* Residents are limited to (1) additional recycle cart and (1) additional organics cart at no charge. This "Per Additional Cart" rate applies to the 3rd+ Cart.

Additional Organics Carts		
Per Additional Cart		\$6.20

* Residents are limited to (1) additional recycle cart and (1) additional organics cart at no charge. This "Per Additional Cart" rate applies to the 3rd+ Cart.

Ancillary / Misc Fees		
On Premises Service, Customer with Disability		\$0.00
On Premises Service, elected		\$7.78

State Mandated Charge - Per Household	\$0.70
Curbside Bulky Waste Collection - per pickup (limited to 5 yards)	\$99.15
Insufficient Funds / Returned Check Fee	\$30.00
Late Charge	2.5% of balance, \$5.00 minimum
Return Trip Charge	\$37.43
Residential Contamination Charge ²	\$10.00
Residential Overage Charge ³	\$10.00

[1] Low income will be provided to customers who qualify for the PG&E CARE or FERA program, is the legal property Owner or tenant at the Residential Premises, and the name on the solid waste bill matches the name on the PG&E bill for that Premises.

[2] Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by Company personnel, and (b) Material placed in an Organics Container other than Organics in quantities greater than 3%, as observed and documented by Company personnel, and (c) Excluded Waste in any quantity in any Container. Contamination charge applies to the third contamination incident after two warnings are issued.

[3] Defined as (i) Solid Waste, Recyclable Materials or Organic Waste exceeding its Container's intended capacity such that an individual lid is lifted by an average of at least 10 inches (or would be lifted by at least 10 inches if lowered) or (ii) Solid Waste, Recyclable Materials or Organic Waste placed on top the Container. Overage charge applies to the third overage incident after two warnings are issued.

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**Commercial Rates
Effective 9/1/2025**

	New Monthly Rate Eff 9/1/2025
Trash - 64 Gallon Cart	
1 x Week	\$37.68
2 x Week	\$75.36
3 x Week	\$113.04
4 x Week	\$150.72
5 x Week	\$188.40
Trash - 96 Gallon Cart	
1 x Week	\$47.98
2 x Week	\$95.96
3 x Week	\$143.94
4 x Week	\$191.92
5 x Week	\$239.90
Trash - 1 Yard Bin	
1 x Week	\$95.40
2 x Week	\$157.34
Trash - 1.5 Yard Bin	
1 x Week	\$120.22
2 x Week	\$203.87
3 x Week	\$286.74
Trash - 2 Yard Bin	
1 x Week	\$145.77
2 x Week	\$247.72
3 x Week	\$349.74
4 x Week	\$451.66
5 x Week	\$553.66
6 x Week	\$654.94
Trash - 3 Yard Bin	
1 x Week	\$187.94
2 x Week	\$329.36
3 x Week	\$470.56
4 x Week	\$579.83
5 x Week	\$753.29
6 x Week	\$894.75
Trash - 4 Yard Bin	
1 x Week	\$236.40

2 x Week	\$419.44
3 x Week	\$602.55
4 x Week	\$785.54
5 x Week	\$985.47
6 x Week	\$1,151.81
Trash - 6 Yard Bin	
1 x Week	\$310.47
2 x Week	\$562.09
3 x Week	\$823.83
4 x Week	\$1,143.69
5 x Week	\$1,429.53
6 x Week	\$1,744.53

Recycle - 64 Gallon Cart	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 96 Gallon Cart	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 1 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
Recycle - 1.5 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
Recycle - 2 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 3 Yard Bin	

1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 4 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 6 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05

Mixed Organics - 35 Gallon	
1 x Week	\$32.27
2 x Week	\$64.45
3 x Week	\$96.71
4 x Week	\$128.97
5 x Week	\$161.20
Mixed Organics - 64 Gallon	
1 x Week	\$45.33
2 x Week	\$90.68
3 x Week	\$136.01
4 x Week	\$181.36
5 x Week	\$226.69
Mixed Organics - 1 Yard Bin	
1 x Week	\$224.51
2 x Week	\$383.24
3 x Week	\$543.88
Mixed Organics - 2 Yard Bin	
1 x Week	\$308.97
2 x Week	\$543.59
3 x Week	\$780.96

Extra Pickup Fees	
Extra bag pickup	\$3.08
Extra toter pickup	\$9.84
Additional Pickup, 1 Cubic Yard Bin	\$56.41
Additional Pickup, 1.5 Cubic Yard Bin	\$58.34
Additional Pickup, 2 Cubic Yard Bin	\$60.35
Additional Pickup, 3 Cubic Yard Bin	\$64.31
Additional Pickup, 4 Cubic Yard Bin	\$68.00
Additional Pickup, 6 Cubic Yard Bin	\$76.13
Additional Trip to Customer Location at Customer Request*	\$37.43

* Should the Company's video show that the Customer did not set out the Containers in their service location in time for Collection, the Customer will have the opportunity to pay for a return trip (per Rate in Exhibit B or wait until their next Service Day.

Temporary Bin	
3 Yard Temporary Bin	\$222.48

Ancillary / Misc Fees	
State Mandated Fee - per yard times 4.3 (weeks per month)	\$0.25
Dismount and Push Charge per Bin Serviced per Week	\$7.92
Key Charge per Bin Serviced per Week	\$9.43
Enclosure Charge per Bin Serviced per Week	\$10.40
Gate Service Charge per Bin Serviced per Week	\$10.40
Long Walk (more then 20 feet) per Bin Serviced per Week	\$24.88
Maximum Additional Weekly Charges per Bin Serviced per Week	\$32.23
Scout Truck (Container Truck) Container Pull Out	\$44.92
Extra per yard charge for Customers Pre-compacting Trash	\$29.86
Bad / Returned Check Fee	\$30.00
Inactivity Fee - Per Day (No activity for over 14 days) ¹	\$15.30

Inactivity Fee - Maximum per month ¹	\$229.76
Reactivation Fee ²	\$47.60
Delivery Fee ³	\$204.05
Late Charge	2.5% of balance, \$5.00 minimum
Cart Swap / Cleaning Charge	\$74.04
Bin Swap / Cleaning Charge	\$168.26
Commercial Contamination Charge ⁴	\$10.00
Commercial Overage Charge ⁵	\$10.00
Emergency Services ⁶	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] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$15.31 per day. The maximum fee per month is \$229.85.

[2] 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

[3] 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.

[4] Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by Company personnel, and (b) Material placed in an Organics Container other than Organics in quantities greater than 3%, as observed and documented by Company personnel, and (c) Excluded Waste in any quantity in any Container. Contamination charge applies to the third contamination incident after two warnings are issued.

[5] Defined as (i) Solid Waste, Recyclable Materials or Organic Waste exceeding its Container's intended capacity such that an individual lid is lifted by an average of at least 10 inches (or would be lifted by at least 10 inches if lowered) or (ii) Solid Waste, Recyclable Materials or Organic Waste placed on top the Container. Overage charge applies to the third overage incident after two warnings are issued.

[6] Company and the City shall meet and confer to negotiate a price.

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Debris (RO) Box Rates
Effective 9/1/2025

	New Monthly Rate Eff 9/1/2025
MSW - Haul Rate	
20 Yards - Includes 2 tons	\$323.17
30 Yards - Includes 3 tons	\$484.52
40 Yards - Includes 4 tons	\$646.07
Green Waste - Haul Rate	
20 Yards - Includes 2 tons	\$341.57
30 Yards - Includes 3 tons	\$512.14
40 Yards - Includes 4 tons	\$682.87
Mixed Wood - Haul Rate	
20 Yards - Includes 2 tons	\$358.79
30 Yards - Includes 3 tons	\$537.98
40 Yards - Includes 4 tons	\$717.32
C&D - Haul Rate	
20 Yards - Includes 2 tons	\$369.94
30 Yards - Includes 3 tons	\$554.73
40 Yards - Includes 4 tons	\$739.68
Clean Wood - Haul Rate	
20 Yards	\$166.42
30 Yards	\$249.39
40 Yards	\$332.56
Old Corrugated Cardboard (OCC) - Haul Rate	
20 Yards	\$166.42
30 Yards	\$249.39
40 Yards	\$332.56
Recycle - Haul Rate	
20 Yards	\$166.42
30 Yards	\$249.39
40 Yards	\$332.56
Concrete / Dirt	
10 Yards - no included tonnage	\$228.49

* All rates are for Temp or Perm Service except 10-yard containers, which are Temp only.

Compactor Rates

Haul Rate - Per Yard - includes tonnage	\$27.28
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Ancillary / Misc Fees	
State Mandated Fee - Per yard times 4.3 weeks/month	\$0.27
Debris Box Roll-Top Fee Per Haul	\$33.66
Bad / Returned Check Fee	\$31.93
Snapshot Fee - Per Occurrence ¹	\$68.03
Trip Charge ²	\$134.67
Inactivity Fee - Per Day (No activity for over 14 days) ³	\$15.30
Inactivity Fee - Maximum per month ³	\$229.76
Reactivation Fee - due to non-payment ⁴	\$47.60
Delivery Fee ⁵	\$204.05
Late Charge	2.5% of balance, \$5.00 minimum
Debris Box Fuel Surcharge ⁶	See below
Contamination Fee ⁷	See below
Emergency Services ⁸	See below

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Trip Charge would apply when a Commercial Customer schedules a Debris Box service call that is not needed after Company arrives at the Customer location. Company must be given a 24 hour cancellation notice by the Customer.

[3] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$15.31 per day. The maximum fee per month is \$229.85.

[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] 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] 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.

[7] The contamination fee is a pass-through contamination and/or administration fee imposed on by the landfill or disposal site for contaminated loads.

[8] Company and the City shall meet and confer to negotiate a price.

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EXHIBIT C

SMART TRUCK ROLLOUT AND PROGRAM

30 - 60 Day Education Period	
	Residents are informed of upcoming program Update local website with program information Introductory package mailed to all residential customers
~90 Day Pilot / Sample Period	
	90 day Pilot with notification regarding occurrences that will be issues under future program, but no "instances" Customers start learning what set-out behaviors from their household will need to be corrected under new program SmartTruck education letters to start, informing customers of instances that would be occurrences Postcards sent to all residential customers reminding them of start date of program
Rollout and Program	
Warning notifications	SmartTruck Program Commences Official warning notifications are provided to the customer from the SmartTruck system Warning notifications will be provided two times per commodity before a charge is assessed First incident: Warning. Second incident: Warning.
Charges	Third incident: \$10 charge. Stop charging on 4th incident.
Upsize	On the 4th incident, WM may upsize the container and notify the city.
Customer dispute	Customer can dispute a warning notification or charge through WM's customer service program. Elevated cases will be referred to local management to resolve. City of Woodland will have final dispute resolution determination if customer and WM can't agree on an outcome.
Reporting	WM will provide monthly reports to the city with comprehensive data showing trendlines, progress, lists of customers with the most incidents and other data as agreed to by City and WM.
Outreach	WM's recycle coordinator will work together with City's sustainability staff to provide outreach and support to customers that require additional education and assistance with repeated contamination and overage instances. WM will keep record of outreach conducted and include in regular outreach reports.
Warning resets	Warnings will reset on a 12-month rolling program
Container upsize reset	Customer is required to maintain upsized container for 1 year. Container will be downsized following customer request

SmartTruck Overage and Contamination Program SOP

This Standard Operating Procedure expands on Section 8.05 in the Franchise Agreement, adding details regarding the process and implementation of the program.

Introductory Education

During a 30 to 60-day outreach campaign, Company will send educational material informing Customers regarding the upcoming program, including updates to the website.

Program Ramp Up

During the 90-day outreach campaign, Company will send educational material to Customers with Contamination or Overages. Further, the Company will submit to the City a list of these Contamination or Overage occurrences, including photographs and supporting information regarding the rationale for the contamination occurrence. The City and Company will discuss the documentation to ensure the parties are aligned on qualifying Contamination and Overage events. The Company and the City will mutually agree when the program is ready to be fully implemented per Section 8.05.

Quality Control and Customer Contest

For each occurrence, the recorded images are initially processed through an AI system, followed by manual quality control. City and Company will coordinate to identify the proper quality control setting to reach the appropriate level of Contamination or Overage, as described in Section 1.26 and Section 1.56 of the Agreement.

Customers have the right to contest the violation notice. Company will be cooperative in helping Customers understand why the charge was assessed and will be solution-oriented in regard to the specific issue (i.e., if based on footage and discussion, the issue is large bricks of Styrofoam, Company will educate the Customer and suggest appropriate disposal options).

Review Cycle: Twelve-month cycle. Examples:

- 1st Contamination event on January 10, 2025, 2nd Contamination event on February 2, 2025. No additional events. Cycle restarts on February 2, 2026.
- 1st overage event on January 10, 2025. City and Company review incident and determine it does not qualify as an Overage. Event is cleared from system. Actual 1st overage event on February 2, 2025. No additional events. Cycle restarts on February 2, 2026.
- 1st Overage event on January 10, 2025. 2nd Overage event on February 2, 2025. 3rd Overage event on March 3, 2025; Company collects and charges an Overage fee. 4th Overage event on April 10, 2025; Company increases service level. Cycle restarts on April 10, 2026 and Customer is eligible to downsize service to previous service level.

Contamination

First Occurrence

- Company services Containers if operationally feasible
- Company provides a Violation Notice, including a photo of this issue
- No charges are assessed

Second Occurrence

- Company services Containers if operationally feasible
- Company provides a Violation Notice, including a photo of this issue

- 2764 • No charges are assessed

2765 Third Occurrence

- 2766 • Company services Containers if operationally feasible
- 2767 • Company provides a Violation Notice, including a photo of this issue
- 2768 • Company charges a Contamination Fee

2769

2770 Fourth+ Occurrence

- 2771 • Company provides a Violation Notice, including a photo of this issue
- 2772 • Customer will be placed on the list for upsizing, Company will review this list for applicability and
- 2773 will give the City 7 days to review the list and make changes.
- 2774 • Company may increase the Customer's service level
- 2775 ○ Should a Customer already be subscribed to the highest available service level, City and
- 2776 Company shall meet and confer to determine service approach.
- 2777 ○ All increases of service level with a Commercial Customer will involve a discussion
- 2778 between the Customer and a Company representative to determine the appropriate
- 2779 service level increase (i.e., larger Container and/or frequent service).
- 2780 ○ Should a Residential Customer be subscribed to the maximum Cart volume, a second
- 2781 container of the smallest size shall be provided to increase the subscription volume.

2782 **Overage**

2783 *Examples of Overage*

- 2784 • Full lid is lifted 10 inches or more due to excess material
- 2785 ○ (Or open container has material sticking 10 inches above top of container)
- 2786 • Half lid is lifted by 20 inches or more due to excess material
- 2787 ○ (Or open container has material sticking 10 inches above top of container)
- 2788 • Bagged or loose material that is placed on top of the container
- 2789 • Note: Company will not Collect any materials placed on the ground, in bags or otherwise.

2790

2791 *Examples that do NOT constitute an overage*

- 2792 • An incidental unbroken down box that slightly lifts the lid but otherwise there is no excess material
- 2793 beyond subscribed volume

2794

2795 First Occurrence

- 2796 • Company is not required to collect overage unless caused by Company spillage
- 2797 • Customer may correct the issue and request a return trip at an additional charge
- 2798 • Alternatively the Company *may* collect the Overage at no charge, as determined by site
- 2799 management.
- 2800 • Company provides a Violation Notice, including a photo of this issue

2801

2802 Second Occurrence

- 2803 • Company is not required to collect Overage unless caused by Company spillage
- 2804 • Customer may correct the issue and request a return trip at an additional charge
- 2805 • Company *may* collect the Overage at no charge
- 2806 • Company provides a Violation Notice, including a photo of this issue

2807

2808 Third Occurrence.

- 2809 • Company is not required to collect Overage unless caused by Company spillage
2810 • Customer may correct the issue and request a return trip at an additional charge
2811 • Company *may* collect the Overage and charge an Overage fee
2812 • Company provides a Violation Notice, including a photo of this issue
2813

2814 Fourth+ Occurrence.

- 2815 • Company provides a Violation Notice, including a photo of this issue
2816 • Customer will be placed on the list for upsizing, Company will review this list for applicability and
2817 will give the City 7 days to review the list and make changes.
2818 • Company may increase the Customer's service level
2819 ○ Should a Customer already be subscribed to the highest available service level, City and
2820 Company shall meet and confer to determine service approach.
2821 ○ All increases of service level with a Commercial Customer will involve a discussion
2822 between the Customer and a Company representative to determine the appropriate
2823 service level increase (i.e., larger Container and/or frequent service).
2824 ○ Should a Residential Customer be subscribed to the maximum Cart volume, a second
2825 container of the smallest size shall be provided to increase the subscription volume.
2826

2827 **Fifth Occurrence**

- 2828 • Any occurrences of five (5) or more will place the Customer on the list for special consideration.
2829 While initially flagged for upsizing, these accounts will be shifted to a list separate from the group
2830 for 12 months for unique consideration regarding the proper intervention.
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EXHIBIT D

RATE ADJUSTMENT EXAMPLE

Consumer Price Index for All Urban Consumers (CPI-U)													
Original Data Value													
Series Id:	CUUR0000SEHG02												
Not Seasonally Adjusted													
Series Title:	Garbage and trash collection in U.S. city average,												
Area:	U.S. city average												
Item:	Garbage and trash collection												
Base Period:	DECEMBER 1983=100												
Years:	2014 to 2024												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187	July - June
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996	
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745	
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596	
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	6825.487
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	7251.771
												July - June Change	6.25%
												5% Cap	5.00%
												Amount Carried over to Next Year	1.25%

EXHIBIT E

CITY SERVICE LOCATIONS

City Facility	Address	Has WM Services
Charles Brooks Swim Center	155 N West St	Yes
Christiansen Park	202 Beamer St	Yes
City Hall	300 1st St	Yes
City Park	629 Cleveland St	Yes
Clark Field	70 Beamer St	Yes
Community Center	2001 East St	Yes
Crawford Park	1733 College St	Yes
Everman Park	929 Cottage Dr	Yes
Ferns Park	70 W Southwood Dr	Yes
Fire Station 1	101 Court St	Yes
Fire Station 2	1619 West St	Yes
Fire Station 3	1550 Springlake Ct	Yes
Freeman Park	1001 Main St	Yes
Harris Park	100 Imperial St	Yes
Hiddleson Pool	1125 Elm St	Yes
Klenhard Park	1771 E Gum Ave	Yes
Library	250 1st St	Yes
Municipal Service Center	655 N Pioneer Ave	Yes
Pioneer Park	1925 Branigan Ave	Yes
Police Department	1000 Lincoln Ave	Yes
Rick Gonzales Park	2109 Miekle Ave	Yes
Slaven Park	1705 Miekle Dr	Yes
Spring Lake Park	1904 Shellhammer Dr	Yes
Stormwater Lift Station	2380 E Main St	Yes
Sutter St Yard	20 Sutter St	Yes
Water Pollution Control Facility	42929 County Rd 24	Yes
Woodland Cemetery	800 West St	Yes
Woodland Regional Park	20179 County Rd 102	Yes
Woodside Park	1615 Cottonwood St	Yes
New Aquatic Center	2001 East St	Will need
New Spring Lake Central Park	TBD	Will need
New Potential Fire Station		Will need
New Tech Park Property		Will need

[Type here]

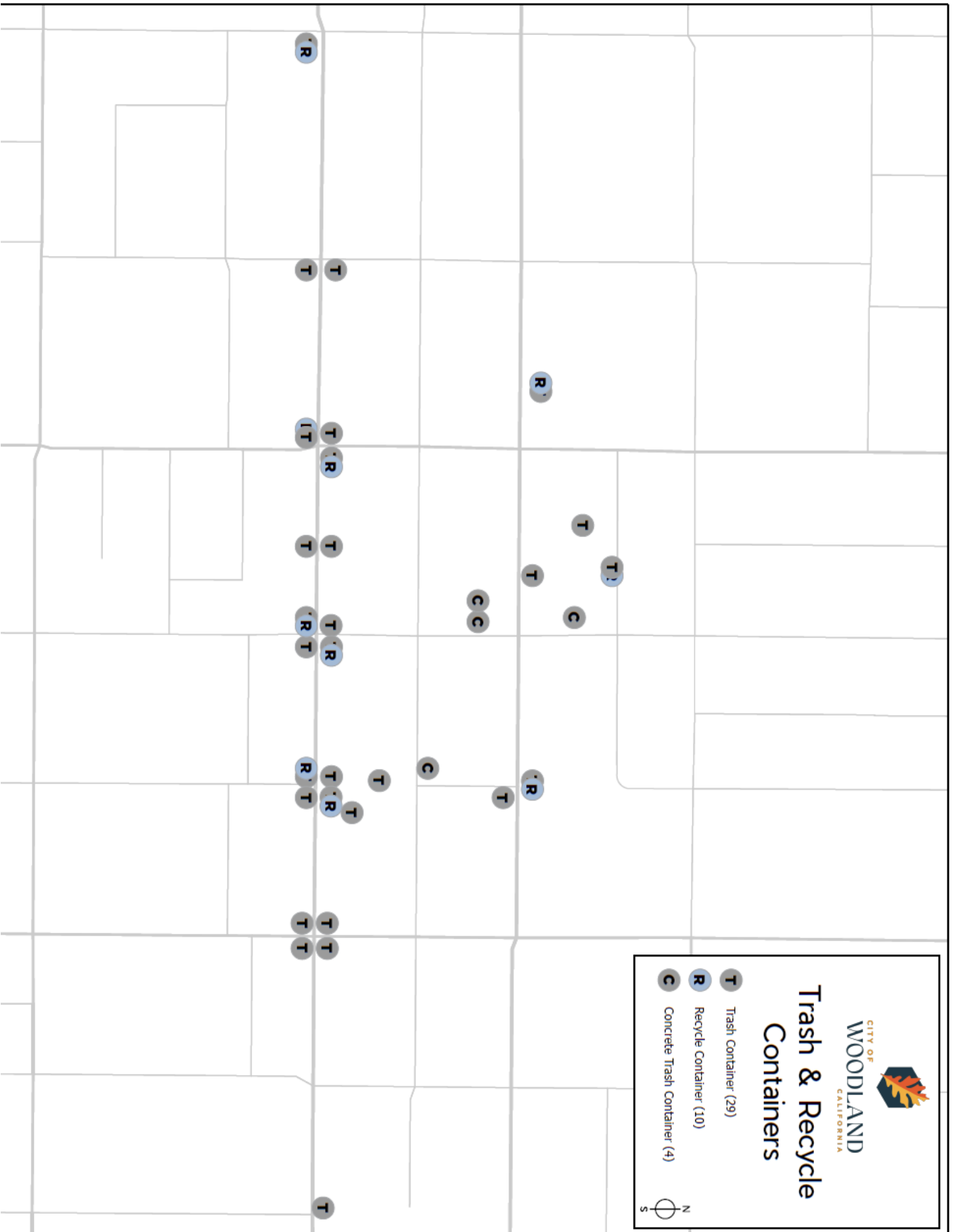


EXHIBIT F

RECYCLABLE MATERIALS

Paper

Cardboard
Boxboard or chipboard (e.g., shoe boxes, tissue boxes, cereal boxes)
Newspaper
Magazines, catalogs, and glossy paper
Paper bags
Telephone books
Paper packaging or containers (including cartons)
Egg cartons
Junk mail
Phone books and soft cover books
Envelopes (labels or windows okay)
Office paper (all colors)

Plastic

All containers accepted (#1-7)
Bottles and jugs (all colors, clean & dry, with lids/caps replaced)
Tubs and containers (e.g., yogurt, margarine)
Buckets and crates
Clamshell trays and deli containers
Plant pots (no ceramic)
Laundry baskets

Glass

Bottles and jars (labels okay)
All colors, lids replaced

Metal

Aluminum cans
Tin and steel cans
Clean aluminum pans and foil
Empty aerosol cans
Small scrap
Pots, pans, and utensils
Loose lids from jars

This definition may be amended from time to time by agreement of the parties. In no event shall "Recyclables" include Hazardous Waste. Company may temporarily dispose of Recyclable Materials in the event there is not commercially viable markets.

EXHIBIT G

PARENT GUARANTY

Guarantee Agreement

This Guarantee Agreement (this "Guarantee"), dated as of _____, 2024, is made and entered into by USA Waste of California, Inc., a Delaware corporation ("Guarantor").

WITNESSETH:

WHEREAS, Waste Management, Inc., a subsidiary of Guarantor (the "WM Subsidiary") has entered into a Solid Waste Franchise (the "Agreement") effective as of September 1, 2025 with City of Woodland, California (the "City") pursuant to which WM Subsidiary shall perform certain solid waste collection services to the City and its residents; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of City entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the "Obligations") to City in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to City the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney's fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, City shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary's failure or refusal to pay continues for a period of fifteen (15) days after the date of City's notice to WM Subsidiary, and City has elected to exercise its rights under this Guarantee, City shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that City is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or

otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that City seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of City in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any Party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email with confirmation of delivery, as follows:

To City: City of Woodland
 300 First Street
 Woodland, CA 95695
 Attn: City Manager
 Ken.Hiatt@cityofwoodland.gov

To Guarantor: The Corporation Trust Company
 1209 Orange Street
 Wilmington, DE 19801

With a copy by certified mail to:

Waste Management, Inc.
Attn. General Counsel
800 Capital Street, Suite 3000
Houston, TX 77002
GCLegal@wm.com

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon receipt and confirmation of delivery. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any Party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by City, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of City, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and City and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC. a Delaware corporation

By: _____

Title: Vice President & Treasurer

Date: _____

By: _____

Title: Assistant Treasurer

Date: _____

Exhibit H

Liquidated Damages

References to the following performance standards may or may not be specified elsewhere in the Franchise Agreement and apply regardless.

1) Collection Reliability				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
1a	Start New Customer - For each failure to commenced service to a new customer within seven (7) business days from receiving required new start up items/paperwork from requesting customer.	\$100.00 per incident	Doubled for every additional five (5) Business Days	Monthly / Quarterly / Annual
1b	Missed Pick-Ups - For each failure to collected Solid Waste, Recyclables or Organic Waste which has been properly set out for Collection on the scheduled collection day, and where Contractor failed to collect such container by the end of the next Business Day after being notified, unless missed is reported after 3:00 pm (the dispatch routing cut-off for next day) in which case within 2 business days.	\$100.00 per incident	NA	Monthly / Quarterly / Annual
1c	Residential Scheduled Service - Failure to fully service 98% of scheduled residential accounts each day for each of the three (3) residential commodities (Solid Waste, Recyclables, Organics) as measured monthly.	\$2,500 per month for each non-compliant line of business (Solid Waste, Recyclables, Organics)	NA	Monthly / Quarterly / Annual
1d	Collection of Carryovers - Failure to complete 100% of Carryovers by the next Business Day	\$1,000.00 per day	NA	Monthly / Quarterly /Annual

2) Collection Quality				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
2a	Fluid Spills, Litter - For each occurrence of failure to properly clean up any Company generated fluid spills, trash or litter. Except when caused by weather conditions or overage.	\$300.00 per incident	NA	Monthly / Quarterly / Annual
2b	Improper Container Placement - For each occurrence during the Rate Period of failure to replace Containers in original position, upright, with lids closed. Except when caused by weather conditions.	\$10.00 (ten dollars) per cart	NA	NA
2c	Repair of Private Property - For each occurrence of failure to repair damage to property within 30 days of the date the damage was reported. This would not apply if WM has submitted the incident to their insurance company but they are still investigating or processing payment.	\$250.00 per incident	NA	Quarterly / Annual

2d	Unauthorized Collection Hours - For each occurrence of collecting Solid Waste, Recyclable Materials, and Organic Waste during unauthorized hours.	\$300.00 per incident	NA	Quarterly / Annual
3) Customer Service Responsiveness				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
3a	Local Business Office Hours - Failure to maintain local business hours as required by this Agreement.	\$300.00 per day	NA	Quarterly / Annual
3b	Directing Calls to City - For each instance where City receives a call from a Customer that reports that the Company directed them to call the City for requested information. This would only apply when verified by WM Call Recordings.	\$100.00 per call	NA	Quarterly / Annual
3c	Average Speed of Answer (ASA) - For each month where the ASA exceeds 3 minutes (180 seconds)	\$1,000.00 per month	NA	Quarterly / Annual
3d.	Call Abandonment Rate - Failure to achieve call abandonment rate below fifteen percent (15%)	\$1,000.00 per month	NA	Quarterly / Annual
3e.	First Call Resolution Rate - Failure to achieve first call resolution rate above 90%.	\$1,000.00 per month	NA	Quarterly / Annual
3f	Respond to Complaint - For each failure to inform Customer within two (2) Business Day of receipt of the Complaint the action Contractor will take to remedy a Complaint or reasonably work to resolve complaint.	\$300.00 per incident	NA	Quarterly / Annual
3g	Customer Satisfaction Standard - Failure to achieve 8.0 customer satisfaction standard for controllable feedback per monthly report. To be based on current voice of the customer survey with results reported monthly.	\$1,000.00 per month	NA	Monthly / Quarterly / Annual
3h	New Cart, Cart Exchange, Cart Replacement - Failure to provide new cart, or exchange or replace cart within five (5) Business Days of Customer request.	\$50.00 per customer	Doubled for every additional five (5) Business Days	Monthly / Quarterly / Annual
4) Smart Truck				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
4a	Smart Truck Disputes - Failure to resolve 90% of Smart Truck disputes within 7 Business Days of customer inquiry.	\$50.00 per customer	NA	Quarterly / Annual
5) Roll-Off Service				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency

5a	Service Response Time - Failure to achieve monthly Woodland business unit average of no more than two (2) Business Day container delivery response time for no less than 95% of all requests as measured by "First Available" date. (1)	\$2,500 per month	\$1,000 per additional Business Day: (3) days = \$3,500 (4) days \$4,500, (5) Days \$5,500	Monthly / Quarterly / Annual
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(1) First Available looks at when a customer calls for a roll off what is the first available date they can receive it regardless if I ask for a later date. If a customer calls today (Monday) and I can deliver it tomorrow (Tuesday) it calculates as (1) business Day even if I am scheduling it for a later day such as Friday. If I cannot deliver tomorrow (Tuesday) and First Available is Wednesday, It records a (2) for the Wednesday availability even though I want it on Friday. It measures when is the soonest that the customer can receive a box.

6) Reporting and Noticing				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
6a	Reports - Failure to submit reports in the timeframe specified in this Agreement.	\$200.00 per day report is overdue	NA	On Contractual Due Dates
6b	Hazardous Waste - Failure to report WM- identified Hazardous Waste.	\$500.00 per incident	NA	Monthly / Quarterly / Annual
7) Public Education				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
7a	Public Education - Failure to Perform all of the approved Public Education and Outreach activities.	\$5,000.00 per year	NA	Quarterly reporting of progress specific to Pub Ed Plan Components (Exhibit A 7).
8) Operations				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
8a	Commingling of Materials - Commingling Recyclables, Solid Waste and or Organics in any combination in any collection vehicle load.	\$1,000.00 per incident	NA	By next Business Day
8b	Overweight Vehicles - For each instance of a vehicle load exceeding the legal load limit (roll-off loads excluded).	over 1,000 lbs = \$100; over 2,000 lbs. = \$250.00; Over 3,000 lbs = \$1,000.00, over 4,000 lbs = \$2,000.00 + one dollar (\$1.00) for each additional pound overweight (i.e., 5,000 lbs = \$3,000.00).	Covered under Liquidated Damage amount	Monthly / Quarterly / Annual
9) Facilities				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
9a	Landfilling Organics or Recyclables - Disposal of source-separated Recyclables or Organic loads in a landfill except in the case where Designated Processing Facility cannot or refuses to accept load.	\$1,000.00 per load	NA	Monthly / Quarterly / Annual

9b	Designated Disposal Site - Failure to deliver loads to the City Designated Disposal Site or Processing Site, except in the case where Designated Facility cannot or refuses to accept load.	\$1,000.00 per load	NA	Monthly / Quarterly / Annual
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10) Street Sweeping Services				
PERFORMANCE STANDARD		Liquidated Damages	Liquidated Damages Multiplier	Reporting Frequency
10a	Vehicle Speed - Operating street sweeping vehicles in excess of ten (10) miles per hour while on route.	\$100.00 per route/day	NA	Quarterly/Annual
10b	Completion of Routes - Failure to complete sweeping of 98% of scheduled daily on-route miles each day, except where there are external conditions that prevent WM from completing.	\$250.00 per daily incident	NA	Quarterly/Annual
10c	Completion of Routes - Failure to reschedule and service missed areas by next Business Day.	\$1,000.00 per day	NA	Quarterly/Annual
10d	In-House Street Sweeping - Failure to implement WM in-house sweeping services by September 1, 2025.	\$1,000.00 per day	NA	Quarterly/Annual

Exhibit I

STREET SWEEPING

1. **Definitions.** For purposes of this Exhibit, the following terms have the following meanings:
 - a. Curb Mile: "Curb Mile" means one mile (5,280 feet) of City street from the face of curb, extending out into the street, the width of the sweeper.
 - b. Debris: All litter, rubbish, leaves, sand, dirt, garbage, and other foreign material removable from a paved street with a mechanical or vacuum street sweeper.
 - c. Painted Medians: Any section of road, roadway, or street that either has a two way turn lane or non-landscaped median.
 - d. Quality of Sweeping: The street sweeper shall leave work areas free of litter, rubbish, leaves, sand, dirt, garbage, and other foreign material while controlling visual dust in accordance with the Federal, State, and City standards. Also, the current industry standards of cleanliness shall apply.
 - e. Re-sweeps: Those sweeps required of Company when previous sweeps are deemed by City to be of poor quality, or when Company has missed a street or sections of a street during regularly scheduled street sweeping. Re-sweeps shall be completed at the expense of Company.
 - f. Special Sweeps: Those required by City other than regularly scheduled street sweeping and involving unusual conditions such as traffic hazards, parades, and similar events. Billing for special sweeps is based on an hourly rate with travel time included, if appropriate and approved in writing by the Director of Public Works or his/her designee.
 - g. Street Sweeping: The removal by mechanical and/or vacuum street sweepers of all debris from all portions of the Streets, including, but not limited to both sides of Streets, adjacent to raised medians, street intersections, the areas adjacent to arterial/collector street curbs and raised medians (such as left turn pockets), and the center striped areas of Streets.
 - h. Streets: All dedicated public rights of way within the existing or future limits of the City of Woodland that are paved. Initially, all Streets are identified on the map in this Exhibit.

- i. Sweepings: All debris removed from Streets by street sweeping vehicles.

2. **Services.**

- a. General. Company shall provide Street Sweeping services on the Streets, as depicted in this Exhibit I. Such services have the following approximate Curb Miles: 1,792 miles

Should additional street be added from development or annexation, no additional compensation will be required. Should additional Curb Miles resulting from increased service frequency be added to this scope, the Company and the City shall meet and confer to negotiate a price.

- b. HOA's, Mobile Home Parks and Private Roads. HOA's, Mobile Home Parks and Private Roads designated by the City will not receive Street Sweeping services.
- c. Duty of Company.
 - i. Company shall perform Street Sweeping in accordance with accepted standards for municipal street cleaning.
 - ii. Company shall furnish, at Company's own expense, all labor, equipment, and materials necessary, and shall sweep the Streets in accordance with the area maps and schedule attached to this Exhibit. The Street Sweeping process shall include removal and disposal of all accumulated Debris. Company shall adhere to the designated street sweeping schedule unless the Director of Public Works or his/her designee authorizes deviation in writing.
 - iii. Company shall provide emergency contact information and a 24 hour on call telephone number.
 - iv. Company must provide its own street sweeper parking area, sweeper debris accumulation area, employee parking area, vehicle washing infrastructure, etc. Company shall not have access to the City Yard for such activities.
 - v. City may require the removal of a driver from City routes that is not meeting the minimum scope of the Agreement.
- d. Areas Where Street Sweeping Not Feasible. Company is not required to provide Street Sweeping services in areas of the City where not feasible,

including customers located on dirt or gravel roads, and mobile home complexes.

- e. Minimal Impact. Sweeper operators shall perform activities in a professional and courteous manner. Sweeping is to be performed at times that provide the best results with minimal impact to residents and commercial businesses, flow of vehicular traffic, and the public in general. Sweeping within the vicinity of schools shall be scheduled in order to ensure that it does not create an impact to students, teachers, and/or parents during morning drop off or afternoon pick up times. Company shall formally investigate any complaints received by the City in a prompt and expedient manner, and shall provide a written report to the City regarding the resolution of said complaint within seven business days from the date the complaint is forwarded to Company.
- f. Pollution Impact. Company shall meet all applicable local, State and Federal clean water laws, rules and regulations as they relate to Street Sweeping practices. Company shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its sweeping vehicles upon any City street, to any storm drain or any non-permitted outlet.
- g. Route. Company shall develop a route schedule and map to provide for sweeping at a frequency agreed upon by Company and City. Company shall provide proposed routes and future proposed route changes to the City for review and approval prior to said changes.
- h. Coordination with Solid Waste Collection. Company shall make reasonable efforts to coordinate street sweeping routes with solid waste collection routes so streets shall be swept the business day after solid waste collection. One month prior to the start of each calendar year, Company shall provide a proposed schedule to the City outlining the proposed dates when each zone will be swept during the year.
- i. Sweeping Hours of Operation. In commercial areas, Street Sweeping may be conducted between 6:00 am and 6:00 pm, Monday – Friday. In residential areas, Street Sweeping may be conducted between 6:00 am and 6:00 pm, Monday – Friday. Such hours may be expanded with the consent and approval of the Public Works Director or designee.
- j. Holiday Adjustments. Company will adjust its Street Sweeping schedule to be consistent with holidays for solid waste collection schedules.
- k. Notification of Route Changes. Company shall provide a minimum of two weeks notice to all affected Customers of approved changes to Street

Sweeping schedules. Company will develop promotional materials to include Street Sweeping schedules.

3. Sweeping Methods.

- a. General. Company shall make as many passes as are necessary to remove debris including all sand, dirt, rocks, gravel, vegetation, and other sweepable debris during sweeping operations. Company shall re-sweep areas that the City has determined to have been swept unsatisfactorily within four (4) business hours of notification at no additional charge.
- b. Permitted Operations. Company will operate equipment within manufacturer guidelines and observe a speed limit of 10 mph while sweeping. Company's street sweeper operators shall maintain good safety and driving records, and use extreme caution during street sweeping.
- c. Noise Limits. Sweeping shall be conducted as quietly as possible and shall conform to applicable federal, State, county, and City noise level regulations as they now exist or may be amended in the future. The City may conduct random checks of noise emission levels to ensure compliance.
- d. Water Usage. Adequate water shall be used at all times to maximize dust control. Water will be provided at no charge from City fire hydrants. Company shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system.
- e. Parked Vehicles and Other Impediments. Company shall not be responsible for areas missed due to parked cars or other impediments, including construction debris. In such case, Company must note and report areas missed to City.
- f. Inclement Weather. Company shall notify the City in the event of canceling scheduled Street Sweeping due to inclement weather. During inclement weather, a two hour standby period between 7:00 a.m. and 9:00 a.m. shall be observed before a scheduled Residential or Commercial sweep will be canceled. When inclement weather, in City's opinion, prevents adherence to the regular sweeping schedule in a given week, the sweeping of areas so affected by the inclement weather shall be swept within the following one week period from the date of the scheduled sweeping, without interruption of the regular sweeping schedule. The Company shall perform all extra work required by such inclement weather without additional charge or impact to City bank of hours.

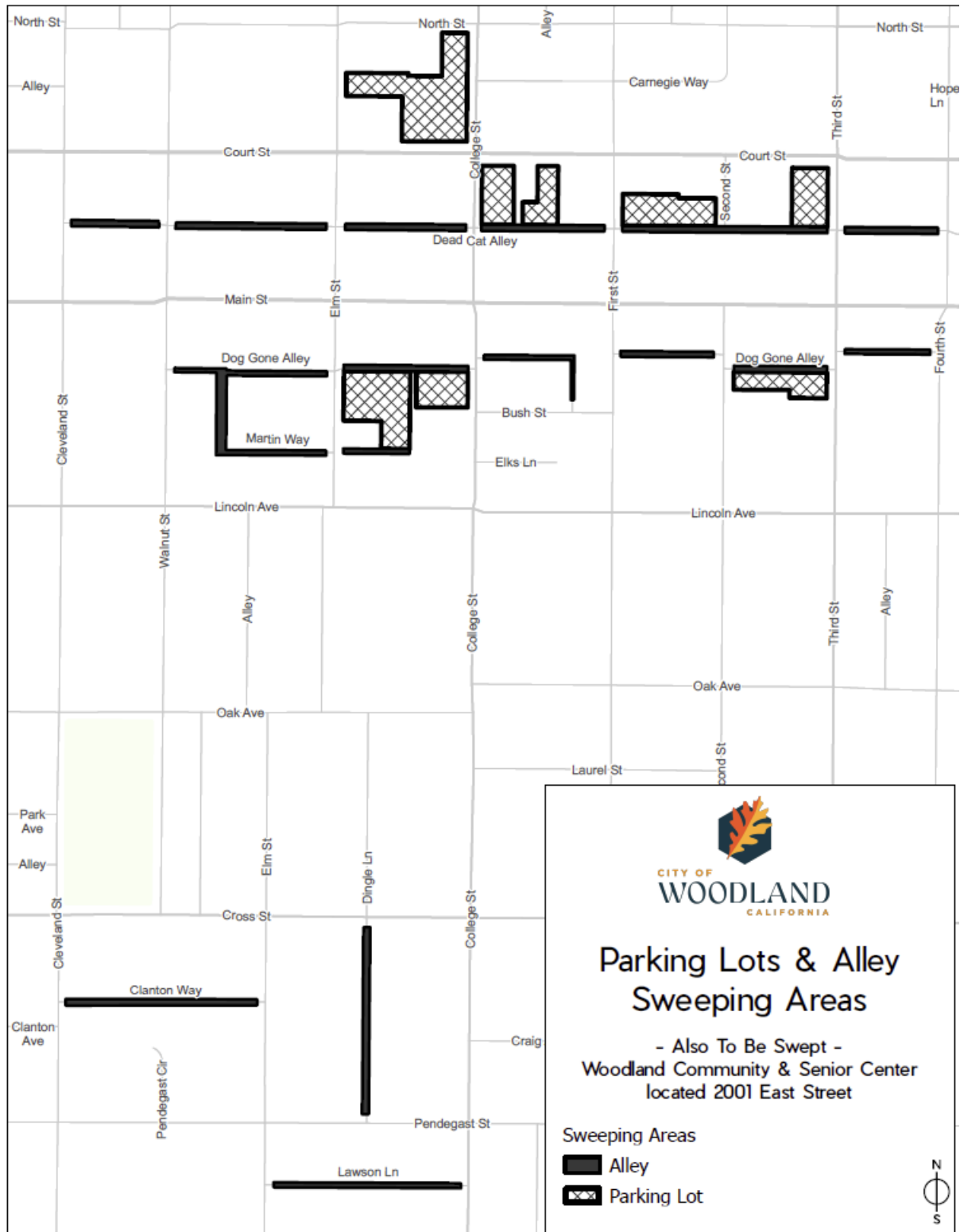
- g. Protection and Restoration of Existing Improvements. The Company shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property. The Company shall repair or replace all existing improvements within or adjacent to the area of work (i.e. lawns, trees, shrubs, hedges, fences, walls, sprinkler systems, sidewalks, driveways, curbs, gutters, valves, manholes, pavement, etc.) which are damaged or removed as a result of operations. New improvements shall be constructed and modified to match existing improvements and existing field condition with proper grade. Repairs and replacements shall be equal to or better than existing improvements, and shall match them in finish and dimension. Old materials shall be replaced with new materials. Discharging or disposal of liquid or Solid Waste, including leakage from sweepers, will not be permitted onto public or private property, street, or storm drain systems. Company is responsible for cleanup of oil leaks and other discharge from the sweeper at their expense.

4. **Staff.**

- a. General. All staff associated with Street Sweeping operations will be uniformed and have the ability to contact a supervisor from the vehicle. All vehicle operators shall be appropriately licensed to operate sweeping vehicles on public streets and shall obey all applicable traffic laws.
- b. Qualified Personnel. Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the Street Sweeping services in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.
- c. Supervision. Street Sweeping shall be done in a thorough and professional manner in accordance with generally accepted good practices in the street sweeping industry. Company shall designate a contact person to be available daily during street sweeping hours, and as well as a contact person(s) to be available daily during off hours for emergencies.
- d. Reserves. Adequate reserve staff and equipment shall exist to meet all obligations.
- e. Customer Service Requirements. Company must have customer service staff that is adequately trained to handle Street Sweeping related complaints.

5. Debris and Water Usage.

- a. General. Company is responsible for the disposal of all Street Sweeping debris collected. If Company utilizes a Bin for sweeping in a particular area, once the routes are established, Company shall coordinate the location of the Bins. The Bins shall be water-tight and able to accommodate the anticipated sweeping debris for each scheduled route. There shall be sufficient Bins placed in strategic locations along the Street Sweeping routes. These Bins shall be emptied and removed from the site the same day they are filled. Company shall be responsible for the cleanup around the Bins on a daily basis and any cost associated with hauling the Street Sweeping debris.
 - b. Water Usage. Company may utilize water from fire hydrants in the City.
6. **Credit Hours**. At the beginning of each calendar year, Company shall provide the City a bank of 200 credit hours. Credit hours shall be "banked" and available for use by City for specific sweeping projects outside the scope of the established routes and route schedules and beyond additional hours. Credit hours cannot be accumulated by the City and credited to the next calendar year.
7. **Holidays**. No Street Sweeping services are required to be performed on the Holidays, as defined in Section 1.46 of the Agreement.
8. **Outreach**. Company must perform outreach to adequately educate the public so that the public knows that complaints and issues with Street Sweeping are to be directed to the Company and reminders of how to maximize benefits of Street Sweeping program. Outreach must be performed at least once per Rate Year.



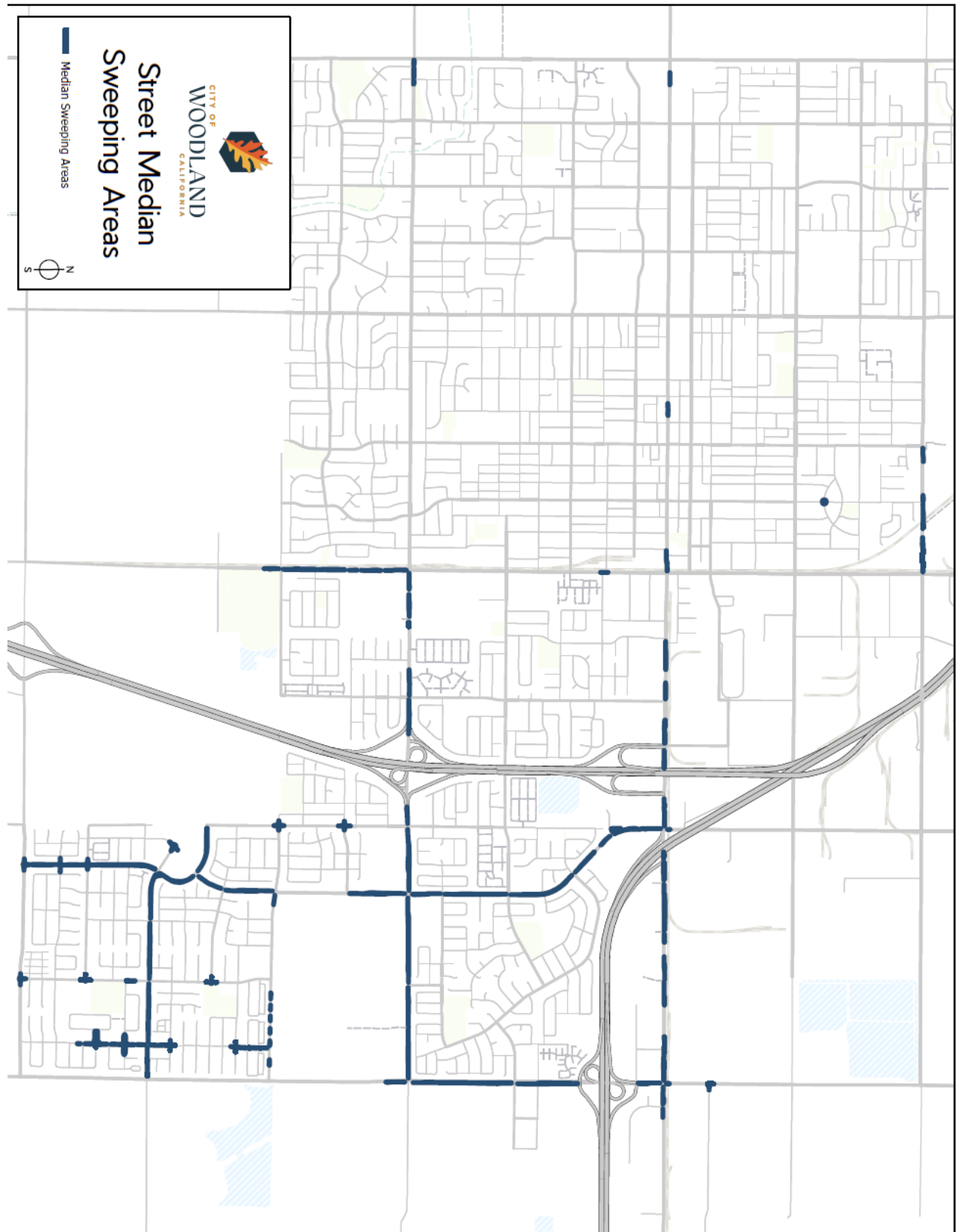


Exhibit J

CONTINGENCY PLAN

1. Labor Disruption Contingency Plan.

- a. In the event of a Labor Disruption whereby employees of Company do not perform work for Company at normally anticipated levels or efficiency which affects the ability of Company to provide Collection Services in accordance with this Agreement, Company shall comply with the following provisions:
 - i. For purposes of this Section, "Labor Disruption" means strikes, work stoppages or slowdowns, sickouts, picketing, lockouts, or other concerted job action.
 - ii. Within two (2) Business Day hours of notification to Company of a Labor Disruption, Company shall notify the City by telephone and or electronic communication.
 - iii. From the outset of any Labor Disruption, Company shall take all commercially reasonable actions to minimize disruptions to service, focusing initially on the Collection of putrescible waste to protect public health and safety.
 - iv. Within seven (7) Business Days of the commencement of a Labor Disruption, Company will provide Essential Collection Services (i.e., collection of putrescible waste as needed and at least once per week from public facilities, such as hospitals, airports, ports and certain government facilities, where a failure to so collect would impede critical public services) in accordance with this Agreement. In this regard, it is recognized that Company would not be able to provide City with priority over other priority type services required in governmental jurisdictions receiving services from Company and likewise affected by such Labor Disruption, but other such jurisdictional limits are not to receive priority with regard to Essential Collection Services over City.
 - v. In addition to providing Essential Collection Services within seven (7) Business Days of a Labor Disruption, within ten (10) Business Days of a Labor Disruption, Company shall provide Basic Collection Services (i.e. residential and commercial Solid Waste, Recyclable Materials and Organic Waste, Green Waste Street Piles and Street Sweeping) in accordance with the typical collection intervals (i.e. weekly, twice weekly) as set forth in this Agreement. However, Company will be given additional time regarding missed pickups. City is not to receive priority over other governmental jurisdictions receiving services from Company and likewise affected by such strike, but other such jurisdictional limits are not to receive priority over City with regard to the promptness and/or quality of service provided to City.
 - vi. Within fifteen (15) Business Days of a Labor Disruption, Company shall provide Bulky Item Collection service and provide for active cleanup of any accumulated waste which has been set out for collection and not properly picked up during the Labor Disruption. These services shall be in addition to the provision of Essential

Collection Services and Basic Collection Services; however, failure to do so shall not be a material breach of this Plan.

- vii. In the event Company is unable to provide Collection services in accordance with the schedules, volumes and routing set forth in this Agreement, or the schedules, volumes and routing in this Plan, City shall have the right, but not the obligation, to bring in outside forces to provide Collection services which are not being provided by Company and charge Company for the reasonable direct and indirect expenses (including administrative and overhead) incurred by City in this regard.
- viii. If after thirty (30) days from the commencement of a Labor Disruption there is a continuing Company failure to materially perform the services set forth in this Section, such failure to perform shall be considered a default under Section ____ and City may cancel this Agreement. In such an event, City shall not waive its right to seek damages from Company for any increase in cost of Collection incurred by City as a result of the breach of this Agreement by Company and the consequential election by City to cancel the Agreement and move forward with alternate collection alternatives.
- ix. Company may not be able to ensure that Organic Waste are source separated from Solid Waste. Therefore, for the purposes of a Labor Disruption only, Company may commingle Organic Waste and Solid Waste during Collection.

Exhibit K AT YOUR DOOR

AT YOUR DOOR SPECIAL COLLECTIONSM SERVICES (“HHW SERVICES”)

1. Definitions

- (a) **“Eligible Materials”** shall mean most ordinary household, automotive and gardening chemicals, electronics and other items identified by Company as being eligible for collection but shall exclude Ineligible Materials. Eligible Materials may vary depending on federal, state and local regulations and shall be subject to specific instruction sheet sent to the Residential Unit. Below is a non-exhaustive list of Eligible Materials, but Company, in its sole discretion, reserves the right to modify the list below and/or definition of Eligible Materials.

Household Items	Paint Products	Batteries and Fluorescent Lamps	Electronics	Automotive Material
• Ammonia • Floor stripper • Drain cleaner • Floor cleaner • Tile/shower cleaner • Carpet/upholstery cleaner • Rust remover • Toilet bowl cleaner • Hobby glue	• (5-gallon maximum size container) • Oil based paint • Latex paint • Stripper and thinner • Caulking • Wood preservative and stains • Sealers • Spray paint • Artist paint	• Household, Nicad, NiMH and Lithium Ion batteries • Straight fluorescent tubes/ Compact fluorescent bulbs (5 max per p/u) • Compact fluorescent lamps (CFL) and high intensity lamps	<i>(Includes related cords)</i> • Televisions (1 max. per p/u) • Computer monitors • CPU/computer tower • Laptop and tablet computers • Keyboard, Mouse • Fax machine • Desktop printer/scanner • CDROM/DVD/CD/ tape player • VCR • Cell phone • MP3 player, iPod • Microwave	• Motor oil • Antifreeze • Waxes/Polishes • Cleaners • Brake fluids • Used oil filters • Transmission fluid • Windshield washer fluid • Hydraulic fluid • Vehicle batteries (4 max per p/u -), specifically excluding batteries from electric and/or hybrid vehicles)
Swimming Pool Chemicals	Mercury Containing Items	Flammable and Combustible Materials	Garden Chemicals	Sharps*
• Pool acid • Chlorine tablets and liquid • Stabilizers	• Thermostats • Thermometers • Switches	<i>(Must be placed in containers designed and sold for the containment and transportation of such material)</i> • Gasoline and Diesel fuel • Kerosene • Solvents	• Insect sprays/Insecticides • Weed killers • Fertilizer • Herbicides • Pesticides	<i>(Sharp items must be placed into a sealed, rigid, puncture-resistant container)</i> • Syringes • Needles • Lancets

*** EXCEPT WHERE PROHIBITED BY STATE LAW**

- (b) **“Ineligible Materials”** shall mean any and all of the following: (i) material not included in the list of Eligible Materials, including but not limited to, biological waste, ammunition and explosives, asbestos, appliances (washing machines, refrigerators vacuums or tools), construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, organic peroxides, medicines/pharmaceuticals, radioactive materials, tires, primary batteries from hybrid or electric vehicles, trash, liquid mercury,

white goods, smoke and carbon monoxide detectors, cooking oil, bulky items and Incandescent light bulbs and LED lights; (ii) commercial materials and/or materials generated from the operation of a business, even if the business is run out a residential home; (iii) any materials, including Eligible Materials, that are improperly packed, leaking, unlabeled, unknown or unidentifiable material, oversized or in unusually large quantities or exceed the pre-arranged quantities; (iv) any material that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (v) materials not prepared in accordance with the specific instruction sheet; (vi) any other material that poses a risk to Company's equipment or employees; (vii) any materials containing information protected by federal, state or local privacy and security laws or regulations; and, (viii) any other items Company, in its sole discretion, deems excluded from the scope of this program.

- (c) **"Residential Unit"** shall mean a Residential Premises, excluding Multi-Family Dwellings (both defined in the Agreement).

2. **Scope and Scheduling of Services.**

- (a) Company shall provide Residential Unit with collection, management, transportation, disposal, and treatment of Eligible Materials generated by Residential Units with the City during the term of this Agreement. This is a demand-based service, so the frequency of collections will vary. The parties agree that the HHW Services are designed for the routine and ordinary collection of home generated special materials.
- (b) For Residential Units to utilize this service, they must first contact Company to schedule a home collection. Residents can request a home collection of their Eligible Items two different ways:
- i.
 - i. **Phone.** Residents may call the At Your Door Operations Service Center at the Company provided phone number during Company's hours of operation Monday through Friday: or.
 - ii. **Website.** Residents may go to www.wmatyourdoor.com, which is accessible 24/7;
- (c) The Residential Unit must provide their name, address, cross streets, directions, phone number, email address and gate codes (if needed) with an estimate of the types and quantity of Eligible Materials to be collected. Company then provides the Residential Unit with a specific date for their home collection.
- (d) Depending on the Eligible Materials to be collected, Company may send the Residential Unit a collection kit after scheduling collection. The collection kit consists of a plastic containment bag, plastic cable tie, and an instruction sheet and may also include a cable tie, labels and/or survey. Residential Units that only have electronics, vehicle batteries and unbroken fluorescent lamps do not need, and will not be sent, a collection kit because such items can be collected without being placed in the containment bag; however, the resident must follow the instructions provided. Each Residential Unit is solely responsible for removing any and all data and personal information from any Eligible Materials prior to collection.

- (e) The Residential Unit must adhere to the instructions provided and place their Eligible Materials at the front door or in the front of their garage where materials are visible and accessible by 7:00am on the scheduled collection day. Company will not enter the premises, which include homes, garages, basements, or sheds to gather or remove any materials. Additional instructions may apply based on applicable regulations.
- (f) On the scheduled collection date, Company will collect Eligible Materials that are properly prepared and placed out in a timely manner. In the event that the Eligible Materials are not properly or timely set out for collection, or the materials exceed the pre-arranged quantities to be collected or if the materials are, or contain, Ineligible Materials, Company may reject the materials. In the event Company rejects the materials, Company will provide the Residential Unit with written notification providing information as to the reasons for rejection.
- (g) Company may also conduct a survey of the program.
- (h) Company and the City each have the right to discontinue the HHW Services by providing the other Party with at least sixty (60) days' notice. The Parties agree that this right to discontinue applies solely to the HHW Services, and not to any other services described in the Agreement. In the event of such discontinuance, Company's Rates shall be reduced on the next annual rate adjustment to remove the component of Rates allocated to HHW Services..

3. **Allocation of Risk.**

- (a) Notwithstanding any provisions to the contrary in the Agreement, Company is not responsible and has no duty to indemnify, defend, and hold the City harmless (i) for any Eligible Materials placed out for collection until the items are physically collected by Company, and (ii) any occurrences with Ineligible Materials. Furthermore, title to and liability for Ineligible Materials shall remain with the Residential Unit at all times.
- (b) Company is not responsible for any spills or property damage caused by any materials set out for collection by Residential Units unless the spill or property damage is solely the result of Company's negligence.
- (c) The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

4. **Company's Obligations.**

- (a) Company will manage Eligible Materials collected from Residential Units in a safe manner in compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.
- (b) Company will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and /or dispose of Eligible Materials.

(c) EXCEPT AS PROVIDED HEREIN, WM MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY OTHER WARRANTY, WHETHER IMPLIED OR STATUTORY.

PROPOSED RESIDENTIAL RATES



New Monthly Rate Eff 9/1/2025	
Bundled Service Rates	
35 Gallons	\$39.67
64 Gallons	\$42.60
96 Gallons	\$56.77
Extra bag pickup	\$3.08
Extra toter pickup	\$9.84

* Bundled service includes one (1) Recycle Cart, one (1) Organics Cart, and Street Sweeping. A second Recycle Cart and a second Organics cart can be provided at no additional cost.

Low income¹ (15% discount on Bundled Rate)	
35 Gallons	\$33.72
64 Gallons	\$36.21
96 Gallons	\$48.25

Additional Recycle Carts	
Per Additional Cart	\$7.93

* Residents are limited to (1) additional recycle cart and (1) additional organics cart at no charge. This "Per Additional Cart" rate applies to the 3rd+ Cart.

Additional Organics Carts	
Per Additional Cart	\$6.20

* Residents are limited to (1) additional recycle cart and (1) additional organics cart at no charge. This "Per Additional Cart" rate applies to the 3rd+ Cart.

Ancillary / Misc Fees	
On Premises Service, Customer with Disability	\$0.00
On Premises Service, elected	\$7.78
State Mandated Charge - Per Household	\$0.70
Curbside Bulky Waste Collection - per pickup (limited to 5 yards)	\$99.15
Insufficient Funds / Returned Check Fee	\$30.00
Late Charge	2.5% of balance, \$5.00 minimum
Return Trip Charge	\$37.43
Residential Contamination Charge ²	\$10.00
Residential Overage Charge ³	\$10.00

[1] Low income will be provided to customers who qualify for the PG&E CARE or FERA program, is the legal property Owner or tenant at the Residential Premises, and the name on the solid waste bill matches the name on the PG&E bill for that Premises.

[2] Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by Company personnel, and (b) Material placed in an Organics Container other than Organics in quantities greater than 3%, as observed and documented by Company personnel, and (c) Excluded Waste in any quantity in any Container. Contamination charge applies to the third contamination incident after two warnings are issued.

[3] Defined as (i) Solid Waste, Recyclable Materials or Organic Waste exceeding its Container's intended capacity such that an individual lid is lifted by an average of at least 10 inches (or would be lifted by at least 10 inches if lowered) or (ii) Solid Waste, Recyclable Materials or Organic Waste placed on top the Container. Overage charge applies to the third overage incident after two warnings are issued.

Previous Rates					
MSW Cart	Recycle Cart	Organics Cart	Previous Total	Increase Amount	New Total
\$15.26	\$2.00	\$20.01	\$37.27	\$2.40	\$39.67
\$18.02	\$2.00	\$20.01	\$40.03	\$2.57	\$42.60
\$31.33	\$2.00	\$20.01	\$53.34	\$3.43	\$56.77
\$2.89			\$2.89	\$0.19	\$3.08
\$9.25			\$9.25	\$0.59	\$9.84

\$12.97	\$1.70	\$17.01	\$31.68	\$2.04	\$33.72
\$15.32	\$1.70	\$17.01	\$34.03	\$2.19	\$36.21
\$26.63	\$1.70	\$17.01	\$45.34	\$2.92	\$48.25

\$5.83			\$5.83	\$0.37	\$6.20
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\$7.31			\$7.31	\$0.47	\$7.78
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\$93.16			\$93.16	\$5.99	\$99.15
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\$35.17			\$35.17	\$2.26	\$37.43
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PROPOSED COMMERCIAL RATES



Waste Management of Woodland
City of Woodland
Commercial Rates
Effective 9/1/2025

	New Monthly Rate Eff 9/1/2025
Trash - 64 Gallon Cart	
1 x Week	\$37.68
2 x Week	\$75.36
3 x Week	\$113.04
4 x Week	\$150.72
5 x Week	\$188.40
Trash - 96 Gallon Cart	
1 x Week	\$47.98
2 x Week	\$95.96
3 x Week	\$143.94
4 x Week	\$191.92
5 x Week	\$239.90
Trash - 1 Yard Bin	
1 x Week	\$95.40
2 x Week	\$167.34
Trash - 1.5 Yard Bin	
1 x Week	\$120.22
2 x Week	\$203.87
3 x Week	\$286.74
Trash - 2 Yard Bin	
1 x Week	\$145.77
2 x Week	\$247.72
3 x Week	\$349.74
4 x Week	\$451.66
5 x Week	\$553.66
6 x Week	\$654.94
Trash - 3 Yard Bin	
1 x Week	\$187.94
2 x Week	\$329.36
3 x Week	\$470.56
4 x Week	\$579.83
5 x Week	\$753.29
6 x Week	\$894.75
Trash - 4 Yard Bin	
1 x Week	\$236.40
2 x Week	\$419.44
3 x Week	\$602.55
4 x Week	\$785.54
5 x Week	\$985.47
6 x Week	\$1,151.81
Trash - 6 Yard Bin	
1 x Week	\$310.47
2 x Week	\$562.09
3 x Week	\$823.83
4 x Week	\$1,143.69
5 x Week	\$1,429.53
6 x Week	\$1,744.53

Recycle - 64 Gallon Cart	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 96 Gallon Cart	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 1 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
Recycle - 1.5 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
Recycle - 2 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 3 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 4 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05
Recycle - 6 Yard Bin	
1 x Week	\$38.61
2 x Week	\$77.22
3 x Week	\$115.83
4 x Week	\$154.44
5 x Week	\$193.05

Previous Rates					
MSW Cart	Recycle Cart	Organics Cart	Previous Total	Increase Amount	New Total
\$35.40			\$35.40	\$2.28	\$37.68
\$70.80			\$70.80	\$4.55	\$75.36
\$106.20			\$106.20	\$6.83	\$113.04
\$141.60			\$141.60	\$9.10	\$150.72
\$177.00			\$177.00	\$11.38	\$188.40

\$45.08			\$45.08	\$2.90	\$47.98
\$90.16			\$90.16	\$5.80	\$95.96
\$135.24			\$135.24	\$8.70	\$143.94
\$180.32			\$180.32	\$11.59	\$191.92
\$225.40			\$225.40	\$14.49	\$239.90

\$89.64			\$89.64	\$5.76	\$95.40
\$147.83			\$147.83	\$9.51	\$157.34

\$112.96			\$112.96	\$7.26	\$120.22
\$191.55			\$191.55	\$12.32	\$203.87
\$269.42			\$269.42	\$17.32	\$286.74

\$136.96			\$136.96	\$8.81	\$145.77
\$232.75			\$232.75	\$14.97	\$247.72
\$328.61			\$328.61	\$21.13	\$349.74
\$424.37			\$424.37	\$27.29	\$451.66
\$520.21			\$520.21	\$33.45	\$553.66
\$615.37			\$615.37	\$39.57	\$654.94

\$176.59			\$176.59	\$11.35	\$187.94
\$309.46			\$309.46	\$19.90	\$329.36
\$442.13			\$442.13	\$28.43	\$470.56
\$544.80			\$544.80	\$35.03	\$579.83
\$707.78			\$707.78	\$45.51	\$753.29
\$840.69			\$840.69	\$54.06	\$894.75

\$222.12			\$222.12	\$14.28	\$236.40
\$394.10			\$394.10	\$25.34	\$419.44
\$566.15			\$566.15	\$36.40	\$602.55
\$738.08			\$738.08	\$47.46	\$785.54
\$925.93			\$925.93	\$59.54	\$985.47
\$1,082.22			\$1,082.22	\$69.59	\$1,151.81

\$291.71			\$291.71	\$18.76	\$310.47
\$528.13			\$528.13	\$33.96	\$562.09
\$774.06			\$774.06	\$49.77	\$823.83
\$1,074.59			\$1,074.59	\$69.10	\$1,143.69
\$1,343.16			\$1,343.16	\$86.37	\$1,429.53
\$1,639.13			\$1,639.13	\$105.40	\$1,744.53

	\$36.28		\$36.28	\$2.33	\$38.61
	\$72.56		\$72.56	\$4.67	\$77.22
	\$108.84		\$108.84	\$7.00	\$115.83
	\$145.12		\$145.12	\$9.33	\$154.44
	\$181.40		\$181.40	\$11.66	\$193.05

	\$36.28		\$36.28	\$2.33	\$38.61
	\$72.56		\$72.56	\$4.67	\$77.22
	\$108.84		\$108.84	\$7.00	\$115.83
	\$145.12		\$145.12	\$9.33	\$154.44
	\$181.40		\$181.40	\$11.66	\$193.05

	\$36.28		\$36.28	\$2.33	\$38.61
	\$72.56		\$72.56	\$4.67	\$77.22

	\$36.28		\$36.28	\$2.33	\$38.61
	\$72.56		\$72.56	\$4.67	\$77.22
	\$108.84		\$108.84	\$7.00	\$115.83

	\$36.28		\$36.28	\$2.33	\$38.61
	\$72.56		\$72.56	\$4.67	\$77.22
	\$108.84		\$108.84	\$7.00	\$115.83
	\$145.12		\$145.12	\$9.33	\$154.44
	\$181.40		\$181.40	\$11.66	\$193.05

	\$36.28		\$36.28	\$2.33	\$38.61
	\$72.56		\$72.56	\$4.67	\$77.22
	\$108.84		\$108.84	\$7.00	\$115.83
	\$145.12		\$145.12	\$9.33	\$154.44
	\$181.40		\$181.40	\$11.66	\$193.05

	\$36.28		\$36.28	\$2.33	\$38.61
	\$72.56		\$72.56	\$4.67	\$77.22
	\$108.84		\$108.84	\$7.00	\$115.83
	\$145.12		\$145.12	\$9.33	\$154.44
	\$181.40		\$181.40	\$11.66	\$193.05

	\$36.28		\$36.28	\$2.33	\$38.61
	\$72.56		\$72.56	\$4.67	\$77.22
	\$108.84		\$108.84	\$7.00	\$115.83
	\$145.12		\$145.12	\$9.33	\$154.44
	\$181.40		\$181.40	\$11.66	\$193.05

Mixed Organics - 35 Gallon	
1 x Week	\$32.27
2 x Week	\$64.45
3 x Week	\$96.71
4 x Week	\$128.97
5 x Week	\$161.20
Mixed Organics - 64 Gallon	
1 x Week	\$45.33
2 x Week	\$90.68
3 x Week	\$136.01
4 x Week	\$181.36
5 x Week	\$226.69
Mixed Organics - 1 Yard Bin	
1 x Week	\$224.51
2 x Week	\$383.24
3 x Week	\$543.88
Mixed Organics - 2 Yard Bin	
1 x Week	\$308.97
2 x Week	\$543.59
3 x Week	\$780.96

Extra Pickup Fees	
Extra bag pickup	\$3.08
Extra toter pickup	\$9.84
Additional Pickup, 1 Cubic Yard Bin	\$56.41
Additional Pickup, 1.5 Cubic Yard Bin	\$58.34
Additional Pickup, 2 Cubic Yard Bin	\$60.35
Additional Pickup, 3 Cubic Yard Bin	\$64.31
Additional Pickup, 4 Cubic Yard Bin	\$68.00
Additional Pickup, 6 Cubic Yard Bin	\$76.13
Additional Trip to Customer Location at Customer Request*	\$37.43

* Should the Company's video show that the Customer did not set out the Containers in their service location in time for Collection, the Customer will have the opportunity to pay for a return trip (per Rate in Exhibit B or wait until their next Service Day.

Temporary Bin	
3 Yard Temporary Bin	\$222.48

Ancillary / Misc Fees	
State Mandated Fee - per yard times 4.3 (weeks per month)	\$0.25
Dismount and Push Charge per Bin Serviced per Week	\$7.92

Key Charge per Bin Serviced per Week	\$9.43
Enclosure Charge per Bin Serviced per Week	\$10.40
Gate Service Charge per Bin Serviced per Week	\$10.40
Long Walk (more than 20 feet) per Bin Serviced per Week	\$24.88
Maximum Additional Weekly Charges per Bin Serviced per Week	\$32.23
Scout Truck (Container Truck) Container Pull Out	\$44.92
Extra per yard charge for Customers Pre-compacting Trash	\$29.86
Bad / Returned Check Fee	\$30.00
Inactivity Fee - Per Day (No activity for over 14 days) ¹	\$15.30
Inactivity Fee - Maximum per month ¹	\$229.76
Reactivation Fee ²	\$47.60
Delivery Fee ³	\$204.05
Late Charge	2.5% of balance, \$5.00 minimum
Cart Swap / Cleaning Charge	\$74.04
Bin Swap / Cleaning Charge	\$168.26
Commercial Contamination Charge ⁴	\$10.00
Commercial Overage Charge ⁵	\$10.00
Emergency Services ⁶	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] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$15.31 per day. The maximum fee per month is \$229.85.

[2] 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

[3] 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.

[4] Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by Company personnel, and (b) Material placed in an Organics Container other than Organics in quantities greater than 3%, as observed and documented by Company personnel, and (c) Excluded Waste in any quantity in any Container. Contamination charge applies to the third contamination incident after two warnings are issued.

[5] Defined as (i) Solid Waste, Recyclable Materials or Organic Waste exceeding its Container's intended capacity such that an individual lid is lifted by an average of at least 10 inches (or would be lifted by at least 10 inches if lowered) or (ii) Solid Waste, Recyclable Materials or Organic Waste placed on top the Container. Overage charge applies to the third overage incident after two warnings are issued.

[6] Company and the City shall meet and confer to negotiate a price.

		\$30.32	\$30.32	\$1.95	\$32.27
		\$60.56	\$60.56	\$3.89	\$64.45
		\$90.87	\$90.87	\$5.84	\$96.71
		\$121.18	\$121.18	\$7.79	\$128.97
		\$151.46	\$151.46	\$9.74	\$161.20

		\$42.59	\$42.59	\$2.74	\$45.33
		\$85.20	\$85.20	\$5.48	\$90.68
		\$127.79	\$127.79	\$8.22	\$136.01
		\$170.40	\$170.40	\$10.96	\$181.36
		\$212.99	\$212.99	\$13.70	\$226.69

		\$210.95	\$210.95	\$13.56	\$224.51
		\$360.09	\$360.09	\$23.15	\$383.24
		\$511.02	\$511.02	\$32.86	\$543.88

		\$290.30	\$290.30	\$18.67	\$308.97
		\$510.75	\$510.75	\$32.84	\$543.59
		\$733.78	\$733.78	\$47.18	\$780.96

\$2.89			\$2.89	\$0.19	\$3.08
\$9.25			\$9.25	\$0.59	\$9.84
\$53.00			\$53.00	\$3.41	\$56.41
\$54.82			\$54.82	\$3.52	\$58.34
\$56.70			\$56.70	\$3.65	\$60.35
\$60.42			\$60.42	\$3.89	\$64.31
\$63.89			\$63.89	\$4.11	\$68.00
\$71.53			\$71.53	\$4.60	\$76.13
\$35.17			\$35.17	\$2.26	\$37.43

\$209.04			\$209.04	\$13.44	\$222.48
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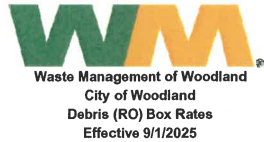
\$7.44			\$7.44	\$0.48	\$7.92
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\$8.86			\$8.86	\$0.57	\$9.43
\$9.77			\$9.77	\$0.63	\$10.40
\$9.77			\$9.77	\$0.63	\$10.40
\$23.38			\$23.38	\$1.50	\$24.88
\$30.28			\$30.28	\$1.95	\$32.23
\$42.21			\$42.21	\$2.71	\$44.92
\$28.06			\$28.06	\$1.80	\$29.86

\$14.38			\$14.38	\$0.92	\$15.30
\$215.88			\$215.88	\$13.88	\$229.76
\$44.72			\$44.72	\$2.88	\$47.60
\$191.72			\$191.72	\$12.33	\$204.05

\$69.57			\$69.57	\$4.47	\$74.04
\$158.09			\$158.09	\$10.17	\$168.26

PROPOSED ROLL-OFF RATES



New Monthly Rate Eff 9/1/2025	
MSW - Haul Rate	
20 Yards - Includes 2 tons	\$323.17
30 Yards - Includes 3 tons	\$484.52
40 Yards - Includes 4 tons	\$646.07
Green Waste - Haul Rate	
20 Yards - Includes 2 tons	\$341.57
30 Yards - Includes 3 tons	\$512.14
40 Yards - Includes 4 tons	\$682.87
Mixed Wood - Haul Rate	
20 Yards - Includes 2 tons	\$358.79
30 Yards - Includes 3 tons	\$537.98
40 Yards - Includes 4 tons	\$717.32
C&D - Haul Rate	
20 Yards - Includes 2 tons	\$369.94
30 Yards - Includes 3 tons	\$554.73
40 Yards - Includes 4 tons	\$739.68
Clean Wood - Haul Rate	
20 Yards	\$166.42
30 Yards	\$249.39
40 Yards	\$332.56
Old Corrugated Cardboard (OCC) - Haul Rate	
20 Yards	\$166.42
30 Yards	\$249.39
40 Yards	\$332.56
Recycle - Haul Rate	
20 Yards	\$166.42
30 Yards	\$249.39
40 Yards	\$332.56
Concrete / Dirt	
10 Yards - no included tonnage	\$228.49

* All rates are for Temp or Perm Service except 10-yard containers, which are Temp only.

Compactor Rates	
Haul Rate - Per Yard - includes tonnage	\$27.28

Ancillary / Misc Fees	
State Mandated Fee - Per yard times 4.3 weeks/month	\$0.25
Debris Box Roll-Top Fee Per Haul	\$33.66
Bad / Returned Check Fee	\$30.00
Snapshot Fee - Per Occurrence ¹	\$68.03
Trip Charge ²	\$134.67
Inactivity Fee - Per Day (No activity for over 14 days) ³	\$15.30
Inactivity Fee - Maximum per month ³	\$229.76
Reactivation Fee - due to non-payment ⁴	\$47.60
Delivery Fee ⁵	\$204.05
Late Charge	2.5% of balance, \$5.00 minimum
Debris Box Fuel Surcharge ⁶	See below
Contamination Fee ⁷	See below
Emergency Services ⁸	See below

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Trip Charge would apply when a Commercial Customer schedules a Debris Box service call that is not needed after Company arrives at the Customer location. Company must be given a 24 hour cancellation notice by the Customer.

[3] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$15.31 per day. The maximum fee per month is \$229.85.

[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] 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] 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.

[7] The contamination fee is a pass-through contamination and/or administration fee imposed on by the landfill or disposal site for contaminated loads.

[8] Company and the City shall meet and confer to negotiate a price.

Previous Rates					
MSW Cart	Recycle Cart	Organics Cart	Previous Total	Increase Amount	New Total
\$303.65			\$303.65	\$19.52	\$323.17
\$455.25			\$455.25	\$29.27	\$484.52
\$607.04			\$607.04	\$39.03	\$646.07

		\$320.93	\$320.93	\$20.64	\$341.57
		\$481.20	\$481.20	\$30.94	\$512.14
		\$641.61	\$641.61	\$41.26	\$682.87

		\$337.11	\$337.11	\$21.68	\$358.79
		\$505.48	\$505.48	\$32.50	\$537.98
		\$673.98	\$673.98	\$43.34	\$717.32

	\$347.59		\$347.59	\$22.35	\$369.94
	\$521.22		\$521.22	\$33.51	\$554.73
	\$694.99		\$694.99	\$44.69	\$739.68

		\$156.37	\$156.37	\$10.05	\$166.42
		\$234.32	\$234.32	\$15.07	\$249.39
		\$312.47	\$312.47	\$20.09	\$332.56

	\$156.37		\$156.37	\$10.05	\$166.42
	\$234.32		\$234.32	\$15.07	\$249.39
	\$312.47		\$312.47	\$20.09	\$332.56

	\$156.37		\$156.37	\$10.05	\$166.42
	\$234.32		\$234.32	\$15.07	\$249.39
	\$312.47		\$312.47	\$20.09	\$332.56

	\$214.69		\$214.69	\$13.80	\$228.49
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\$25.63			\$25.63	\$1.65	\$27.28
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\$31.63			\$31.63	\$2.03	\$33.66
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\$63.92			\$63.92	\$4.11	\$68.03
\$126.53			\$126.53	\$8.14	\$134.67

\$14.38			\$14.38	\$0.92	\$15.30
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\$215.88			\$215.88	\$13.88	\$229.76
\$44.72			\$44.72	\$2.88	\$47.60
\$191.72			\$191.72	\$12.33	\$204.05



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: G.17
SUBJECT: Approval of a Professional Services Contract for
Utility Rate Studies with HDR Engineering, Inc.

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, approving the contract with HDR Engineering, Inc. for preparation of rate studies for the Water, Wastewater and Stormwater systems, authorizing the City Manager to execute the agreement, and appropriating \$60,000 in the Water Fund (Fund 2210), \$54,000 in the Sewer Fund (Fund 2220) and \$50,000 in the Storm Drain Fund (Fund 2221).

Staff Contact:

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

Fiscal Impact:

The total cost for the three rate studies is \$180,225. To cover the cost of the contract, additional appropriations are required in the Water Fund (Fund 2220) of \$60,000, the Sewer Fund (Fund 2220) of \$54,000, and the Storm Drain Fund (Fund 2221) of \$50,000.

Discussion:

The last rate studies for water and wastewater were completed in 2021, which ultimately ended up with the adoption of a five-year rate adjustment plan for each of the two rates. The approved water rates resulted in an annual adjustment of 3%, which began in January 2022. The approved sewer rates did not include an adjustment in the first of the five years, and each year thereafter included an annual 2% adjustment. Since the completion of these rates, the costs of ongoing operations have changed and, in many cases, are not reflective of the amounts used in the rate studies. Staff anticipate completing these studies in the next few months and, if approved, the rates would be effective in January 2026.

The City's stormwater rates were approved in 1997 and have not changed since that time. The rates do not allow for any annual inflationary adjustments, and an attempt to adjust the rates in 2007 was unsuccessful. State regulations have changed over time, requiring additional processes and projects that were not contemplated when rates were approved 28 years ago. The process for adopting rates for stormwater is different from the process for adopting rates for water and sewer. Because a rate study has not been completed for this utility in many years, staff anticipates completing the rate study over the next few months and will reassess and determine the timing for a potential rate adjustment later this year.

HDR Engineering, Inc. (HDR) has assisted the City with the last three rate studies and is familiar with the City's rate components, design and operations. The proposed contract with HDR includes developing the rate studies for each of the three utilities, accounting for operating costs, capital projects, debt financing and allocation and distribution of costs among classes of customers throughout the City. HDR will also provide documentation and assistance with the required processes under Proposition 218, and public outreach, as necessary.

Conclusion:

Staff recommends the City Council adopt Resolution No. _____, approving the contract with HDR Engineering, Inc. for preparation of rate studies for the Water, Wastewater and Stormwater systems, authorizing the City Manager to execute the agreement, and appropriating \$60,000 in the Water Fund (Fund 2210), \$54,000 in the Sewer Fund (Fund 2220) and \$50,000 in the Storm Drain Fund (Fund 2221).

Prepared by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - HDR Engineering Contract for Utility Rate Studies

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT BETWEEN THE CITY OF WOODLAND AND HDR
ENGINEERING, INC. FOR RATE STUDIES FOR THE WATER, WASTEWATER AND
STORMWATER SYSTEMS IN AN AMOUNT NOT TO EXCEED \$180,225,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND
APPROPRIATING FUNDS IN THE WATER (2210), SEWER (2220) AND STORM
DRAIN (2221) FUNDS**

WHEREAS, the City of Woodland charges user fees for providing services for customers of the water, wastewater and stormwater systems; and

WHEREAS, in accordance with Proposition 218, rates charged for these services must be determined through a detailed rate study; and

WHEREAS, all previously approved rates under the various Proposition 218 processes for the water, sewer and stormwater systems have been fully implemented; and

WHEREAS, the rates require review to account for changes in operating costs, required capital projects, and changing state and federal regulations; and

WHEREAS, the City has selected HDR Engineering, Inc. to assist with completion of the required rate studies, with anticipated implementation in January 2026; and

WHEREAS, the total cost of the three rate studies is \$180,225; and

WHEREAS, the fiscal year 2024/25 operating budget requires adjustment to pay for the three rate studies.

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

SECTION 1. The City Manager, Ken Hiatt, is authorized to execute the Agreement and any necessary documents related thereto on behalf of the City of Woodland.

SECTION 2. The fiscal year 2024/25 operating budget is amended to include additional appropriations of \$60,000 in the Water Fund (Fund 2210), \$54,000 in the Sewer Fund (Fund 2220), and \$50,000 in the Storm Drain Fund (Fund 2221).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: G.18
SUBJECT: Accept a Petition to Prepare a General Plan Amendment and Approve a Professional Services Agreement with AECOM for Associated Environmental Review

Recommendation for Action: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, accepting the petition from Clark Pacific Structural, LLC and Bayer Research and Development (PLNG 24-00040), for the preparation of a General Plan amendment; directing staff to undertake evaluations and provide subsequent recommendations regarding: 1) an amendment to the City's General Plan Policy 2.A.1 pertaining to the Urban Limit Line; and 2) the placement of a proposed amendment to the Woodland Urban Limit Line Initiative (Measure A) on the November 2026 ballot; and, authorizing the City Manager to execute an Agreement for Fund Advancement with the project applicants, outlining specific payment terms for processing of this application; and
- 2) Adopt Resolution No. _____, approving a contract agreement with AECOM in the amount of \$119,203 for the preparation of the associated environmental review, and authorizing the City Manager to execute the agreement and amendments, as necessary, up to twenty percent (20%) of the agreement amount.

Staff Contact:

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

Fiscal Impact:

There will be no General Fund impact associated with processing application PLNG 24-00040. All application processing costs will be covered by the project applicants through a project funding agreement. As part of the project evaluation, any potential service, facility and/or maintenance costs associated with the proposed public utility extensions will be identified. Upon conclusion of project evaluation, staff will bring forward with its General Plan Amendment recommendation any necessary Services Agreements to address those costs. All service connections will be subject to city connection fees as will be outlined in the Services Agreements.

Report in Brief:

The City Council is being asked to consider a request from Bayer and Clark Pacific, two companies located outside the voter-approved 2006 Urban Limit Line (ULL), to extend City water, recycled water, and sewer services to their facilities. This request necessitates amending the City's General Plan Policy 2.A.1 and placing an amendment to the Woodland Urban Limit Line Initiative (Measure A) on the November 2026 ballot for voter approval, as current policy and the initiative language restrict service extensions beyond the ULL. Staff recommends initiating this process by accepting the applicants' petition for a General Plan amendment and directing staff to conduct a comprehensive evaluation of the proposed service extension against the intent of the ULL, including impacts on agricultural land, city infrastructure capacity, environmental considerations, and necessary service agreements to cover potential future service, facility, and maintenance costs associated with the utility extensions. To facilitate this evaluation, staff also recommend approving a contract with AECOM for \$119,203 to prepare the associated environmental review. All application processing

costs, including the AECOM contract, will be fully covered by the project applicants through a Fund Advancement Agreement.

Background:

In June 2006, Woodland voters approved a permanent Urban Limit Line (ULL) that established a maximum footprint for the City of Woodland consistent with the City's General Plan. The ULL prevents city expansion beyond this border and can only be amended or repealed by a majority of voters of Woodland (see attached Urban Limit Line Initiative).

In February 2025, the City received a request from Bayer and Clark Pacific, two companies currently located and operating outside the ULL, to extend specific City services — water, recycled water, and sewer/wastewater — to their facilities (see attached ULL and facilities location map).

The attached application narrative highlights the current infrastructure limitations faced by both companies. Both rely on well water for potable and industrial purposes and septic systems for wastewater. Bayer also operates a retention pond for specific wastewater streams. Bayer's well water contains high levels of nitrates and boron, requiring treatment to meet EPA standards and buffering to safeguard sensitive equipment. With their septic system and retention pond at maximum capacity and expansion being economically impractical, Bayer's growth is constrained. Clark Pacific faces similar challenges. The growing demand for their prefabricated building systems is straining their existing water and septic infrastructure, impeding the potential for future company and product expansion. Combined, Bayer and Clark Pacific employ over 150 Woodland residents.

Current language within the City's General Plan Policy 2.A.1 explicitly prohibits the extension of public services beyond the permanent ULL, reflecting the provisions of the Woodland Urban Limit Line Initiative (Measure A). The ULL Initiative language contains a similar restriction. Consequently, Bayer and Clark Pacific are requesting that the City Council consider amending General Plan Policy 2.A.1 and placing a proposed amendment to the ULL Initiative on the November 2026 ballot to allow for the extension of water, recycled water, and sewer services to their properties subject to voter approval.

Discussion:

Based on the preceding background information, it is recommended the City Council instruct staff to analyze the proposed General Plan policy amendment and ballot initiative and return with a formal recommendation. If directed, staff will evaluate the requested service extension against the intent of the General Plan policy and the 2006 Urban Limit Line (ULL) Initiative, particularly its goals for preserving agricultural land beyond the growth boundary. This evaluation will include an assessment of city water and sewer capacity to serve the proposed commercial development outside the ULL, considering projected growth within the ULL, as well as probable infrastructure alignment and potential environmental impacts associated with providing these services. Staff will also evaluate the city's sewer and water rate studies to determine the impact on rates and the need for service agreements to address any associated city costs. Following this comprehensive assessment, staff will present a recommendation for amended policy and ULL Initiative language to the Planning Commission and City Council as provided for in Title 17 of the Woodland Municipal Code. Any potential changes to the ULL Initiative may only be approved by a vote of the citizens of Woodland, and if approved by the City Council would be put on a future ballot. Staff anticipates that this measure would be placed on the ballot for the November 2026 election, if approved by Council.

Conclusion:

Staff recommends that the City Council:

1) Adopt Resolution No. ____, accepting the petition from Clark Pacific Structural, LLC and Bayer Research and Development (PLNG 24-00040), for the preparation of a General Plan amendment;

directing staff to undertake evaluations and provide subsequent recommendations regarding: 1) an amendment to the City's General Plan Policy 2.A.1 pertaining to the Urban Limit Line; and 2) the placement of a proposed amendment to the Woodland Urban Limit Line Initiative (Measure A) on the November 2026 ballot; and, authorizing the City Manager to execute an Agreement for Fund Advancement with the project applicants, outlining specific payment terms for processing of this application; and

2) Adopt Resolution No. _____, approving a contract agreement with AECOM in the amount of \$119,203 for the preparation of the associated environmental review, and authorizing the City Manager to execute the agreement and amendments, as necessary, up to twenty percent (20%) of the agreement amount.

Prepared by: Erika Bumgardner, Deputy Community Development Director



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Petition for General Plan and ULL Amendment
2. Proposed Resolution - Professional Svcs Agmt AECOM
3. Exhibit A - AECOM Scope of Work
4. Application Narrative
5. Clark Pacific and Bayer Facilities Proximity to ULL Exhibits
6. Woodland Urban Limit Line Initiative 2006
7. Urban Limit Line Exhibit

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING INITIATION OF THE REVIEW AND EVALUATION OF A
PROPOSED GENERAL PLAN AMENDMENT TO CONSIDER EXTENDING UTILITY
SERVICES OUTSIDE OF THE URBAN LIMIT LINE AND TO CONSIDER PLACING
A MEASURE ON THE BALLOT TO AMEND THE 2006 URBAN LIMIT LINE
INITIATIVE**

WHEREAS, on April 15, 2025, the City Council considered Planning Application PLNG 24-00040, a petition from Clark Pacific Structural, LLC and Bayer Research and Development, for the preparation of a General Plan amendment to allow for the consideration of utility service extensions to their facilities located outside of the city's Urban Limit Line ("ULL"); and

WHEREAS, this request calls for the amendment of the City's General Plan Policy 2.A.1 and placing an amendment to the Woodland Urban Limit Line Initiative (Measure A) on the ballot for voter approval, as current policy and the initiative language restrict service extensions beyond the ULL; and

WHEREAS, it is recommended that the City Council instruct staff to analyze the proposed General Plan policy amendment and ballot initiative and return with a formal recommendation for amended policy and ULL Initiative language to the Planning Commission and City Council as provided for in Title 17 of the Woodland Municipal Code, and for potential voter consideration; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the acceptance of the petition to commence evaluation and analysis of the requested General Plan amendment is subject to the general rule and CEQA exemption that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, no further environmental review is required just for acceptance of the petition; and

WHEREAS, pursuant to CEQA, if the petition to prepare the specific plan is accepted by the City Council, an Initial Study and Supplemental Environmental Impact Report shall be prepared for the project; and

WHEREAS, the project applicants, Clark Pacific Structural, LLC and Bayer Research and Development ("Applicants") have agreed to fund all costs associated with the evaluation and preparation of the requested General Plan amendment and possible future ballot measure through an Agreement for Fund Advancement; and

WHEREAS, the project applicant understands that entering into an Agreement for Fund Advancement does not in any way limit the City or City Council's discretion to adopt, deny, or amend the Project or any of its entitlements or conditions; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date and wishes to initiate the evaluation of an amendment to the City's General Plan Policy 2.A.1 pertaining to the Urban Limit Line and the potential placement of a proposed amendment to the Woodland Urban Limit Line Initiative (Measure A) on the November 2026 ballot, and authorize the execution of the Agreement for Fund Advancement through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby:

SECTION 1. Accept the petition from Clark Pacific Structural, LLC and Bayer Research and Development (PLNG 24-00040) for the preparation of a General Plan amendment.

SECTION 2. Direct staff to undertake evaluations and provide subsequent recommendations regarding: (1) an amendment to the City's General Plan Policy 2.A.1 pertaining to the Urban Limit Line; and (2) the placement of a proposed amendment to the Woodland Urban Limit Line Initiative (Measure A) on the November 2026 ballot.

SECTION 3. Authorizes the City Manager, or his designee, to execute an Agreement for Fund Advancement with the Project Applicants to cover all costs associated with the evaluation and subsequent recommendations as described above.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on this 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Rich Lansburgh, Mayor

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
FOR AECOM, TECHNICAL SERVICES, INC. TO PREPARE ENVIRONMENTAL
REVIEW DOCUMENTS FOR THE PROPOSED GENERAL PLAN AMENDMENT TO
EXTEND CITY SERVICES BEYOND THE CITY URBAN LIMIT LINE**

WHEREAS, on April 15, 2025, the City of Woodland (“City”) authorized City staff to proceed with the evaluation of a proposed amendment to General Plan Policy 2.A.1 pertaining to the city’s Urban Limit Line (ULL) and potential placement of a proposed amendment to the Woodland Urban Limit Initiative on the November 2026 ballot (“Project”), as proposed by Clark Pacific Structural, LLC and Bayer Research and Development (PLNG 24-00040); and

WHEREAS, the City of Woodland wishes to enter into a professional services agreement (“Agreement”) with AECOM, Technical Services, Inc. (“Consultant”) to prepare the necessary environmental review documents pursuant to the California Environmental Quality Act including an Initial Study and Supplemental Environmental Impact Report as outlined in the attached Scope of Work (“**Exhibit A**”) for an amount not to exceed One Hundred and Nineteen Thousand, Two Hundred and Three Dollars (\$119,203); and

WHEREAS, the Applicants have agreed to fund all costs associated with the review and evaluation of the Project through an Agreement for Fund Advancement, which shall be entered into by the Applicants and City prior to the commencement of any future work on the project and prior to execution of the Agreement; and

WHEREAS, AECOM, Technical Services, Inc. was selected through a quality based selection (Request for Qualifications) process; and

WHEREAS, AECOM, Technical Services, Inc. is experienced and qualified to prepare environmental review documents and has extensive knowledge of the project area in relation to the City’s 2035 General Plan adopted on May 16, 2017, for which AECOM also prepared the environmental review documents; and

WHEREAS, the City Council of the City of Woodland wishes to approve the Agreement 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 consultant services agreement with AECOM Technical Services, Inc., in the amount of \$119,203 for the preparation of environmental review documents for the Project and authorizes the City Manager, or his designee, to execute the agreement and amendments as necessary up to twenty percent (20%) of the agreement amount. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on this 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney

EXHIBIT A
AECOM Scope of Work

EXHIBIT “A”

SCOPE OF SERVICES

TASK 1 PROJECT INITIATION

1.1: Kick-off Meeting

The AECOM team will attend 1 kick-off meeting with City staff to confirm and clarify the vision and goals of the project, confirm the project timeline, review the scope of services and key milestones, and discuss the strategy for team communication and community outreach.

AECOM will confirm, at this kick-off meeting, the appropriateness of its assumptions on CEQA approach. We will receive input from the Applicant team regarding assumptions on anticipated changes in operations that could occur with the potential utility extensions.

AECOM will confirm the proposed scope and timeline for supporting field work for biological and cultural resources, as further outlined below. The Applicants and/or the City will identify the proposed utility extension alignments where AECOM will conduct field work.

AECOM will also identify preliminary information needs at this meeting and discuss the preliminary outline of the document to inform the development of a draft outline. AECOM will provide a final list of information needs and a Draft outline of the document after the kick-off meeting. AECOM assumes the Applicants and City will review the Draft outline and will provide one set of consolidated comments prior to AECOM starting Task 4.

TASK 1.1: DELIVERABLES

- Kick-off Meeting Agenda
- Kick-off Meeting Notes
- Information Needs List
- Draft outline of Supplemental EIR

TASK 2 FIELD WORK

The following field work will be performed to support the development and analysis of a Supplemental General Plan and Climate Action Plan (CAP) EIR for biological and cultural sources. The data collected during this field work will inform the baseline existing conditions described in the Supplemental EIR.

Task 2.1: Biological Resources Reconnaissance Survey

One AECOM biologist will conduct a reconnaissance-level survey of the utility extension alignments with an AECOM archeologist. We assume this survey will take up to two days. The purpose of the reconnaissance-level survey would be to characterize and map biological resources consistent with the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan. We assume no need for any evaluation of the application of any avoidance and minimization measures from the HCP, any protocol survey, or any more detailed biological resources assessment, and that AECOM will conduct the field

work within the public right-of-way of each road, as we understand that utility extensions would occur within the existing public-right-of way. The potential presence of any plant, animal, or habitat considered sensitive, threatened, endangered, or otherwise unique by the United States Fish and Wildlife Services or California Department of Fish and Wildlife would be evaluated. This information would inform the supplemental assessment of impacts on biological resources, including effects on special-status species.

TASK 2.1: DELIVERABLES

- None. The survey findings will be incorporated into the Supplemental EIR as part of the resource impact analysis and/or an appendix.

Task 2.2: Cultural Resources Survey

AECOM will request an updated California Historical Resources Information System records search and search of the sacred lands list from the Native American Heritage Commission to inform the cultural resources survey for the utility extension alignments. AECOM archaeologist will conduct a reconnaissance-level survey of the proposed alignments with the AECOM biologist. The purpose of the site visit will be to identify any archaeological sites or historic resources. Given the location of the utility extensions along the public right-of-way of roads and the highly disturbed nature of this environment, this scope of work assumes no new cultural resources will be identified during the survey; therefore, it is assumed that there will be no need to record resources in a manner consistent with the Office of Historic Preservation's publication Instructions for Recording Historical Resources (1993) or prepare California Department of Parks and Recreation (DPR) Series 523 forms. It is assumed the cultural resources field work will take no more than two days and will occur after receipt of the records search.

TASK 2.2: DELIVERABLES

- None. The survey findings will be incorporated into the Supplemental EIR as part of the resource impact analysis and/or an appendix.

TASK 3 NOP AND SCOPING

AECOM will prepare a notice of preparation to submit to the State Clearinghouse and attend a scoping meeting for the project.

TASK 3: DELIVERABLES

- Draft Notice of Preparation
- Final Notice of Preparation
- Attendance at 1 scoping meeting for up to two AECOM staff

TASK 4 SUPPLEMENTAL EIR

AECOM will prepare an Administrative Draft Supplemental General Plan and CAP EIR based on the latest Environmental Checklist (Appendix G) from the CEQA Guidelines pursuant to Pursuant to Section 15163(a)(1)(2)¹ after the Applicants and City review the Draft outline in Task 1. The Supplemental EIR

¹ Any of the conditions described in Section 15162 would require the preparation of a subsequent EIR and only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the

will evaluate a proposed amendment to General Plan Policy 2.A.1 (proposed project), which would constitute a change to the project (current General Plan) and only minor additions or changes are necessary to make the previous General Plan and CAP EIR adequate to the changes of the proposed project. The proposed project would need to be approved by the vote of the people² (anticipated in November 2026). The proposed project would permit the extension of sewer, water, and recycled water utility facilities to serve existing commercial businesses on parcels within a mile of the Urban Limit Line (ULL) and in operation on or prior to November 3, 2026.

The Supplemental EIR would address the potential utility extensions to two existing businesses if the ballot measure passes, to provide decision makers with the understanding of potentially significant environmental impacts and if they differ from those identified in the existing General Plan and CAP EIR. These two existing businesses are Bayer U.S. Crop Science, LLC (located at 37437 CA-16, Woodland, CA 95695) and Clark Pacific (located at 40600 County Road 18C, Woodland, CA 95776 on the historic Spreckles Sugar and Best Ranch property). It is AECOM's understanding the ballot measure language could allow other businesses in operation on or prior to November 3, 2026 outside the ULL to pursue utility extensions and that the ballot measure would not require either Bayer or Clark Pacific to extend utility facilities and services.

The Supplemental EIR will include a project description of the proposed amendment to General Plan Policy 2.A.1, and activities associated with extension of utilities. Relevant project approvals and responsible agencies will be identified. The project description will incorporate the following information:

- Construction of utility extensions would require ground disturbance along underground pipeline alignment(s) and this disturbance would primarily occur within the public right-of-way of roads and therefore have a low potential for sensitive biological resources or significant cultural resources.
- Extension of utility pipelines may require appurtenant facilities needed to operate the pipelines (e.g., wastewater lift stations) which would also occur in previously disturbed areas and within existing business footprints and therefore have a low likelihood of sensitive biological resources or significant cultural resources.
- Extension of utility pipelines for each business would likely be less than one mile (Clark Pacific less than one mile; Bayer sewer less than one mile and water at 0.6 miles).
- Extension of utility pipelines may not occur at the same time and the extension of utilities depends on timing to be determined by each business.
- There may be decommissioning of existing water wells and wastewater utility facilities at the two existing businesses, but at this time it is unknown if Clark Pacific will decommission wells, and Bayer will continue to need well water for irrigation.
- The proposed project would not alter existing County land use designations or zoning and would not provide the City of Woodland land use entitlement authority over any new land area.

changed situation. A supplement to an EIR needs to contain the information necessary to make the previous EIR adequate for the project as revised.

² The City's ultimate boundaries are circumscribed by a permanent ULL established by a vote of the people in 2006. The approved initiative placed restrictions on the provision of services outside of the ULL. The ULL boundary and provisions of services outside the ULL may only be modified by another vote by the people.

The Supplemental EIR will be concise, given that it would be a supplement to the existing City General Plan and CAP EIR to evaluate potential environmental impacts associated with amending Policy 2.A.1. The Supplemental EIR will focus on the resource topics presented below. Any environmental and regulatory setting for each resource area would only be included where relevant to potential impacts associated with amendment to Policy 2.A.1 and extension of utilities. Information from the City's General Plan, State regulatory plans, environmental databases, and field investigations, as further detailed below, will inform the analyses. AECOM assumes that applicable environmental policies and implementation programs developed for the General Plan will be applied to the extension of utilities in order to reduce or avoid potentially significant impacts.

It is anticipated that the Supplemental EIR will not include a full evaluation of the following resources and these will be dismissed up front in the Supplemental EIR with a short justification: aesthetics, transportation and circulation, minerals, public services, recreation and wildfire. The impact evaluations for most resources in the Supplemental EIR, except utilities and service systems, would be primarily focused on construction, as during operations, the utility expansions would have minimal to no impact on other resources (e.g., cultural resources, agricultural resources, hydrology and water quality resources, hazards and hazardous materials), and as we anticipate relatively minor changes to operations related to the potential utility extensions. The impact evaluations would also note the previous applicable impact determinations made in the General Plan and CAP EIR and would describe any changes to the existing General Plan and CAP EIR impact evaluations that would be needed to describe impacts attributable to the anticipated General Plan amendment.

AECOM will review scoping comments received during the scoping period and will prepare a short scoping memo for the City's record summarizing the scoping comments and how any CEQA issues raised are addressed in the EIR.

AECOM assumes the Applicants will review the Administrative Draft Supplemental EIR and provide one set of consolidated comments to the City for their review and consideration. AECOM also assumes that City staff, including Community Development Department staff and the City Attorney, will review the Administrative Draft Supplemental EIR and provide one set of consolidated comments, in addition to those provided by the applicants.

Agricultural Resources

The agricultural resources section would describe existing resources within the utility extension alignments, including a description of types of farming activities, and a description of on-site soils relative to their suitability for farming activities. Analysis would note that the utility extension alignments would not result in any changes to the existing agricultural resources. AECOM would discuss potential utility extension as a "other change in the existing environment" under the Appendix G Checklist question: Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use" and will qualitatively discuss the potential indirect effects of utility extensions beyond the ULL on existing agricultural uses and will note the speculative nature of attempting to identify what other types of businesses may request a utility extension under the amended Policy 2.A.1 and then what type of conversion could occur. AECOM assumes our analysis will rely on existing data and not require the preparation of a Land Evaluation & Site Assessment analysis, soil testing and characterization of agricultural suitability, or estimates of Storie soil quality rating. AECOM assumes no evaluation of forestry resources because none exist.

Air Quality

This section would reference the regional and local air quality conditions and applicable air quality regulations and standards detailed in the General Plan and CAP EIR and will supplement with any changes since the time that analysis was written. The analysis will provide a quantitative estimate of air

pollutant emissions during construction of the utility extensions using the CalEEMod default assumptions for linear projects for calculating construction emissions. AECOM will prepare a qualitative air quality emissions analysis describing the operation of existing utilities (e.g., groundwater well pumping) and proposed project conditions (e.g., connected to City water supply) and what we anticipate to be minor anticipated changes in operations at the two subject facilities.

Biological Resources

This section would be informed by the reconnaissance survey and other information gathered under Task 2.1, above. This section would summarize specific information on previously documented local occurrences of special-status plants and wildlife species on or near the utility alignments, including information obtained from California Natural Diversity Database and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants and from the U.S. Fish and Wildlife Service for species protected under the Federal Endangered Species Act. The potential presence of any plant, animal, or habitat considered sensitive, threatened, endangered, or otherwise unique by the USFWS or California Department of Fish and Wildlife, as detailed in a Biological Resources Assessment (Task 2.1 above) would be evaluated. Relevant guidance for biological resources, in the form of mitigating policies and implementation programs from the City's General Plan, would be added as conditions of approval for the extension of utilities, as appropriate.

Cultural and Tribal Cultural Resources

No historical resources were determined to be associated with the Planning Area during preparation of the General Plan and CAP EIR, and no prehistoric resources have been recorded in Woodland. However, the prehistoric occupation of the central districts of the North Coast Ranges makes it possible that unknown archaeological sites and paleontological resources could be present within, or areas affected by utility extensions. For this reason, AECOM archaeologists will conduct a reconnaissance-level survey, as described above for Task 2.2.

AECOM will submit a request to the Native American Heritage Commission for a list of potentially interested Native American Tribal representatives for SB 18 and AB 52 consultation and a search of the Sacred Lands File for the areas affected by utility extensions. AECOM will collect additional contact information for Native American Tribal representatives from the City, and we will also add contact information we have used in the past for City projects. AECOM will draft a letter inviting consultation for City staff review and revise the draft letter based on one set of comments from City staff. We will address the letter inviting consultation to each Native American Tribal representative and send out the letter on behalf of the City. AECOM will attend one consultation meeting, if necessary, which we assume to require up to four hours of time from a senior AECOM archaeologist. AECOM will include a brief summary of the consultation process in the Supplemental General Plan EIR.

This section would summarize identified cultural resources, based on information gathered from the records search and a Cultural Resources Survey (Task 2.2). A discussion of impacts and mitigation measures would focus on significant (per NRHP/CRHR criteria) documented resources, identify the potential for as-yet unrecorded cultural resources or tribal cultural resources to be affected by construction, and identify uniformly applied development standards from the City's General Plan and EIR that would reduce impacts. The scope assumes that the decommissioning of existing utility facilities at Clark Pacific would have no effect on historic buildings, properties, or structures.

Energy

This section would succinctly describe the energy used during construction and describe that under operating conditions the existing businesses would not interfere with the implementation of state or local

plans for renewable energy or energy efficiency. The analysis would identify policies and standards of the City's General Plan and Climate Action Plan that would be applicable under construction and operation.

Geology, Soils, and Paleontological Resources

The geologic and palaeontologic setting of the vicinity of utility expansion alignment would be briefly described, primarily referencing the seismic setting, soil characteristics, and topography information and would focus on the construction impacts associated with installing the utility extensions. The analysis would reference County of Yolo requirements of decommissioning water wells, septic systems, or retention ponds. Relevant guidance for paleontological resources, in the form of mitigating policies and implementation programs from the City's General Plan, would be added as conditions of approval for the extension of utilities, as appropriate.

Greenhouse Gases

This section would also provide a brief overview of greenhouse gases and the relationship between local actions and global climate change, primarily referencing the General Plan and CAP EIR. The analysis will provide a quantitative estimate of GHG emissions during construction of the utility extensions based on typical mixes of construction equipment confirmed by the City and/or Applicants. The section would explain how the anticipated utility extensions would not alter the anticipated development capacity for the City within the City's planning horizon, and thereby would not result in a change in total annual emissions assumed as analyzed under the General Plan and CAP EIR. The section would identify the General Plan and CAP mitigating policies and implementation measures that would reduce potential emissions and describe how consistency with the General Plan and CAP, as reviewed and updated on a regular basis, will ensure that future development provides its fair share of emissions reductions for consistency with local and State greenhouse gas reduction targets.

Hazards and Hazardous Materials

Geotracker and Envirostor will be searched along the utility extension alignments. Standard management practices handling hazards and hazardous materials such as fuel during construction will be incorporated into the analysis. It is assumed that utility extensions would not increase in hazards or hazardous materials handled at the existing locations and that the Applicants would continue to handle all materials pursuant to all existing regulations.

Hydrology and Water Quality

This section would summarize existing surface and groundwater resources, and surface and subsurface hydrologic conditions and water quality conditions, in the vicinity of the utilities expansion alignments and would qualitatively discuss the types of impacts that could occur during construction. The analysis would reference County of Yolo requirements of decommissioning water wells, septic systems, or retention ponds.

Land Use and Planning/Population/Housing

The amendment to General Plan Policy 2.A.1 and the utility expansion would not physically divide an established community. This section would briefly describe the existing land uses and the lack of potential land use and planning-related effects. Since there is no proposed land use designation change or development, and since policy consistency is not a CEQA issue, no policy evaluation is needed. Land use compatibility issues, such as noise or air pollutant emissions, would be addressed in separate environmental topic sections of the Supplemental EIR. Analysis of non-CEQA, LAFCo-specific issues would not be included in the Supplemental EIR. The section would explain how the amended General Plan Policy 2.A.1 and the utility expansion would not alter the anticipated development capacity for the

City within the City's planning horizon, and thereby would not result in a change in population or housing.

Noise and Vibration

The noise and vibration section would identify if there are noise or vibration sensitive uses along the utility extension alignments and would describe potential temporary increases in noise during construction using standard construction equipment typically used for pipeline construction. Applicable General Plan noise thresholds would be provided. The section would explain that the amendment to General Plan Policy 2.A.1 would not change existing or planned land uses or result in other sources of noise and therefore would have no impacts related to noise. Relevant guidance, in the form of mitigating policies and implementation programs from the City's General Plan, would be added as conditions of approval for the extension of utilities, as appropriate.

Utilities

The analysis will compare water and wastewater demands of the two businesses with the information contained in the General Plan and CAP EIR and EIR-referenced planning and capital improvement documents. The comparisons for potable water, recycled water, and sewer services will demonstrate that existing and future utility needs of Bayer or Clark Pacific would not require further expansion of water or wastewater systems beyond what the City previously evaluated and disclosed in the General Plan and CAP EIR.

Other CEQA Required Sections, Including Growth Inducing Effects

Direct and indirect growth inducing effects were evaluated in the General Plan and CAP EIR and will be evaluated in the Supplemental EIR. Information from the General Plan and CAP EIR Chapter 6, Other CEQA Considerations, describes that CEQA Guidelines (Section 15126.2[d]) Section, 6.2, Growth-Inducing Effects, of the General Plan and CAP EIR, will be referenced and will provide context for the evaluation of the growth inducing effects of amending Policy 2.A.1. The analysis will describe the ballot initiative criteria and the likelihood that additional operation of the Applicants could apply and then briefly and qualitatively evaluate possible effects associated with such changes of the Applicants expanding their current businesses but not speculate without details of potential expansions or knowledge of possible growth-inducing impacts. The analysis would analysis requirements for various resources should additional businesses elect to extend utilities, consistent with existing regulations (e.g., Yolo County, Yolo-Solano Air Quality Management District, California Department of Fish & Wildlife, California Air Resources Board, Regional Water Quality Control Board, etc.). We assume no new alternatives or alternatives analysis is needed.

TASK 4: DELIVERABLES

- Administrative Draft Supplemental EIR
- One meeting with interested Tribe(s).

TASK 5 SCREENCHECK DRAFT AND FINAL SUPPLEMENTAL EIR

Task 5.1: Screencheck Draft Supplemental EIR

AECOM will review 1 set of consolidated Applicant and City staff comments on the administrative draft. AECOM will prepare 1 Screencheck draft that incorporates responses to City staff comments. AECOM will discuss with the City, as necessary, any comments that require explanation or further clarification. AECOM's Project Manager (PM) will attend 1 meeting to discuss the City's comments.

TASK 5.1: DELIVERABLES

- 1 Meeting to review comments
- Screencheck Draft Supplemental EIR (electronic)
- Draft Notice of Availability and Notice of Completion (electronic)

Task 5.2: Final Public Draft Supplemental EIR

AECOM will make any minor revisions per the City's review of the Screencheck Draft and will prepare the Public Draft Supplemental EIR and a Final Notice of Availability and Notice of Completion for filing with the County Clerk-Recorder's office and the State Clearinghouse.

TASK 5.2: DELIVERABLES

- Final Public Draft Supplemental EIR (electronic)
- Final Notice of Availability and Notice of Completion (electronic)
- Final scoping memo

TASK 6 PUBLIC DISTRIBUTION OF DRAFT SUPPLEMENTAL EIR AND PREPARATION OF FINAL SUPPLEMENTAL EIR

Task 6.1: Public Notice, Public Distribution, and Public Meeting

AECOM will post the Notice of Availability at the Yolo County Clerk-Recorder's office for a period of no less than 30 days. AECOM will also obtain administrative rights from the City and upload the Notice of Completion to the State Clearinghouse using the electronic documents protocol.

AECOM assumes the City will be responsible for newspaper noticing and that noticing adjacent landowners to the proposed utility expansion alignment is not required. AECOM assumes if the City decides to print hard copies, the City will cover the printing costs, and any placement of hard copies of the Supplemental EIR will be performed by the City and will be at City Hall and the Woodland Public Library. AECOM assumes the public distribution of the public draft Supplemental EIR will be electronic and will include a link to the Supplemental EIR on the City website for public commenters to access.

AECOM assumes the City will hold a public meeting for this project to invite input on the Draft Supplemental EIR. AECOM assumes up to three AECOM staff members will attend the public meeting. The City will arrange for the date and location of the public meeting and AECOM assumes that an official transcript prepared by a court reporter will be made available by the City if the City elects to receive verbal comments on the Supplemental EIR at the meeting. If verbal comments are not to be included in the Final Supplemental EIR responses to comments, this should be made clear during this public meeting.

TASK 6.1: DELIVERABLES

- Post Notice of Availability with the County Clerk-Recorder and file Notice of Completion with the State Clearinghouse
- Attendance at public meeting

Task 6.2: Administrative Draft Final Supplemental EIR

After the close of the public comment period, the City will provide all public comments received on the Supplemental EIR to AECOM. AECOM will review and respond to all public comments. We have included up to 54 hours of total staff time for Task 6.2, including providing responses to comments. AECOM will revisit this assumption and augment this assumption with approval of the City, if necessary. AECOM will copy comments into a table and respond to them as part of the final Supplemental EIR.

AECOM will prepare the Draft Final EIR in errata format and will not reproduce the entire Draft Supplemental EIR. The Draft Final EIR will include errata and response to comments.

TASK 6.2: DELIVERABLES

- Administrative Draft Final Supplemental EIR (electronic)

Task 6.3: Screencheck Draft and Final Supplemental EIR

AECOM will review 1 set of consolidated Applicant and City staff comments on the administrative draft. AECOM will prepare 1 Screencheck draft that incorporates responses to Applicant and City staff comments. AECOM will discuss with the Applicants and City, as necessary, any comments that require explanation or further clarification. AECOM's Project Manager (PM) will attend 1 meeting to discuss the comments on the Admin Draft Final Supplemental EIR. AECOM will make any minor revisions per the City's review of the Screencheck and will prepare one Final Supplemental EIR and a Draft and Final Notice of Availability and Notice of Completion.

TASK 6.3: DELIVERABLES

- Screencheck Final Supplemental EIR
- Final Supplemental EIR (electronic)
- Draft notice of availability
- Draft notice of completion

TASK 7 DISTRIBUTION OF FINAL SUPPLEMENTAL EIR AND PREPARATION OF FINDINGS

Task 7.1: Public Notice, Public Distribution, and Public Meeting

AECOM will prepare a draft and final findings document, and a statement of overriding consideration, if necessary, for the City to use to certify the Supplemental EIR. AECOM will also prepare a draft and final Notice of Determination for City signature.

CEQA only requires distribution of responses to comments of public agencies no less than 10 days prior to the City Council meeting in which the city will consider certifying the EIR and approving the proposed project. However, AECOM assumes the City will request distribution to all public commenters, including those who may not be public agencies and therefore will electronically distribute the Final Supplemental EIR consisting of the errata and responses to comments no less than 10 days prior to the City Council meeting in which the city will consider certifying the EIR and approving the proposed project. AECOM assumes the distribution will be electronic and will include a link to the Supplemental EIR documents on the City's website for public commenters to access.

AECOM assumes up to two AECOM staff members will attend the City Council Meeting where the City Council will consider certification of the Supplemental EIR and approval of the proposed project. This City Council meeting is anticipated to be scheduled for June 2026. The City will arrange for the date and location of the public meeting. AECOM will post the Notice of Determination at the State Clearinghouse no less than five days after the City certifies the Supplemental EIR, and we will also post with the County Clerk-Recorder. AECOM has included the CDFW Notice of Determination filing fees in our cost.

TASK 7.1: DELIVERABLES

- Draft and Final Findings (and statement of overriding considerations if necessary)
- Final notice of availability
- Final notice of completion

- Obtain stamped copies of the Notice of Availability County Clerk and Notice of Completion State Clearinghouse and payment of County Clerk fee
- Attendance at public meeting
- Preparation of Draft and Final Notice of Determination and payment of filing fee

TASK 8: MEETINGS

AECOM assumes the need for up to four meetings with members of the team for review of the draft deliverables, the structure of conditions identified through documentation, and other matters. AECOM assumes no need for its staff to prepare staff reports, graphics, handouts, or presentations, but AECOM has extensive experience in all manner of public meetings and hearings and can provide such support under an amended scope of services.

EXHIBIT “B”

ESTIMATED SCHEDULE

The below schedule estimate is presented for review and confirmation as a part of Task 1.

- Task 1 Kickoff: Within 1 week of AECOM receipt of executed contract.
- Task 1 Develop Information Needs and Draft Outline: 3 weeks from kickoff meeting
- Task 2 Biological Resources and Cultural Resources Field Work: within 3 weeks of confirmation of pipeline alignments and receipt of cultural resources records search and assumes the biologist and archeologist will conduct the field work together for the purposes of safely walking along busy roads.
- Task 3 Preparation of Admin Draft Supplemental EIR: start within two weeks of receipt of Applicant and City comments on outline of Supplemental EIR; complete within 12 weeks of start and assumes field work is complete at least two weeks prior to completion.
- Task 3 Applicants and City Review of Admin Draft Supplemental EIR: 4 weeks
- Task 4.1 AECOM and Applicants and City Meet: within 1 week of complete of review of Admin Draft Supplemental EIR
- Task 4.1 AECOM prepare Screencheck Draft and Draft NOA/NOCs: complete within 6 weeks after meeting with Applicants and City
- Task 4.2 Applicants and City review Screencheck Draft Supplemental EIR and Draft NOA/NOC: 3 weeks
- Task 4.2 AECOM prepare Public Draft Supplemental EIR and Final NOA/NOC: 2 weeks after receiving Applicants/City minor comments on Screencheck Draft
- Task 5.1 Distribute document, and Posts NOA/NOC, and Public Review Period: 45 days
- Task 5.1 Public Meeting: 1 day within 45 days of public review
- Task 5.2 AECOM prepare Admin Draft Final Supplemental EIR (errata and responses to comments): 6 weeks after close of the public comments period and receipt of the public comments
- Task 5.2 Applicants and City Review Admin Draft Final Supplemental EIR: 4 weeks
- Task 5.3 AECOM prepare Screencheck Draft Supplemental EIR: 4 weeks after receiving Applicants/City comments
- Task 5.3 Applicants and City review Screencheck Draft Supplemental EIR and Draft NOA/NOC: 2 weeks
- Task 5.3 AECOM prepare Final Supplemental EIR and Final NOA/NOC: 2 weeks after receiving minor comments from Applicants/City on Screencheck Draft Supplemental EIR
- Task 6.1: AECOM prepare Draft Findings and Draft Notice of Determination: 2 weeks after Applicants/City reviews Screencheck Draft Supplemental EIR in Task 5.3
- Task 6.1: Applicants and City review Draft Findings and Draft Notice of Determination: 2 weeks
- Task 6.1: AECOM distribute Final Supplemental EIR electronically and post NOA/NOC no less than 10 days prior to City Council Meeting (June 2026)
- Task 6.1: AECOM file Notice of Determination within five days of City Council certification of the Supplemental EIR and approval of the proposed project

EXHIBIT “C”

COMPENSATION

Based on the above-described level of effort, the cost estimate to complete this work is \$119,203. AECOM will treat this as a maximum not-to-exceed amount. AECOM will notify the City if the level of effort would require additional budget. AECOM will only invoice the City for what is necessary to complete this work. AECOM will invoice monthly for labor and direct costs occurring during each monthly invoicing period. For direct costs (reproduction, mileage), AECOM will invoice for our direct costs only and we will not include any markup.

Bayer U.S. Crop Science, LLC and Clark Pacific are jointly applying for access to the City of Woodland's sewer and water services. Both entities are outside of Woodland's current Urban Limit Line.

Located to the west of Woodland on Highway 16 and County Road 98, Bayer Crop Science's site develops new fruit and vegetable varieties for growers in California, the U.S. and around the world. Established in 1972, the facility consists of 210 acres, employs 230 full time employees and contractors with more than 100 additional seasonal contractors during peak periods. Approximately 72 employees and contractors have a Woodland address.

Founded as Tecon Pacific in 1963, Clark Pacific started in West Sacramento on a four-acre site with 15 employees. We are a full-scale design-manufacturer-builder delivering prefabricated building systems for the West Coast.

In 2008 Clark Pacific's expanded to its Woodland facility. Located on the historic Spreckles Sugar and Best Ranch property, Clark Pacific employs over 300 engineers, plant, and field personnel with 85 living within Woodland city limits. The property itself comprises of approximately 143 acres on the north side of Road 18C.

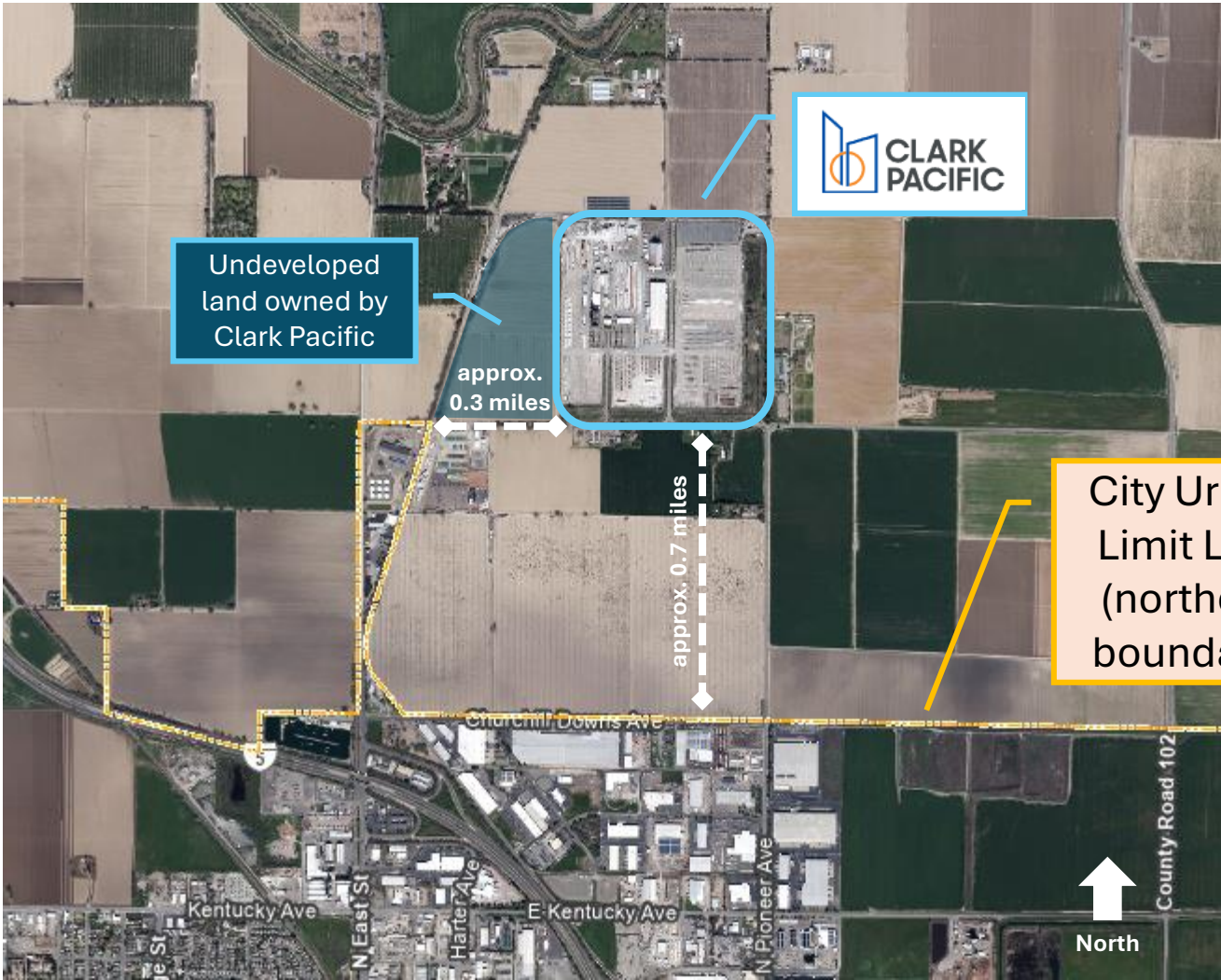
Both companies currently utilize wells for sources of potable and industrial water uses. The two also incorporate septic systems for their sewer effluent. Additionally, Bayer operates a retention pond for the wastewater that doesn't need to be discharged to their septic systems. Clark Pacific also has a stormwater pond for stormwater runoff.

While both the source of water, and the respective disposal systems meet the current needs of Bayer and Clark Pacific, they are not without deficiencies that are becoming increasingly more difficult to mitigate in addition to limiting future expansion of activities the companies would like to undertake. In the case of Bayer, the well water is high in nitrates and boron which requires treatment to meet EPA drinking water guidelines as well as extensive buffering to minimize damage to laboratory equipment and other mechanical systems. Bayer's septic system and retention pond are at capacity with expansion of either being cost prohibitive.

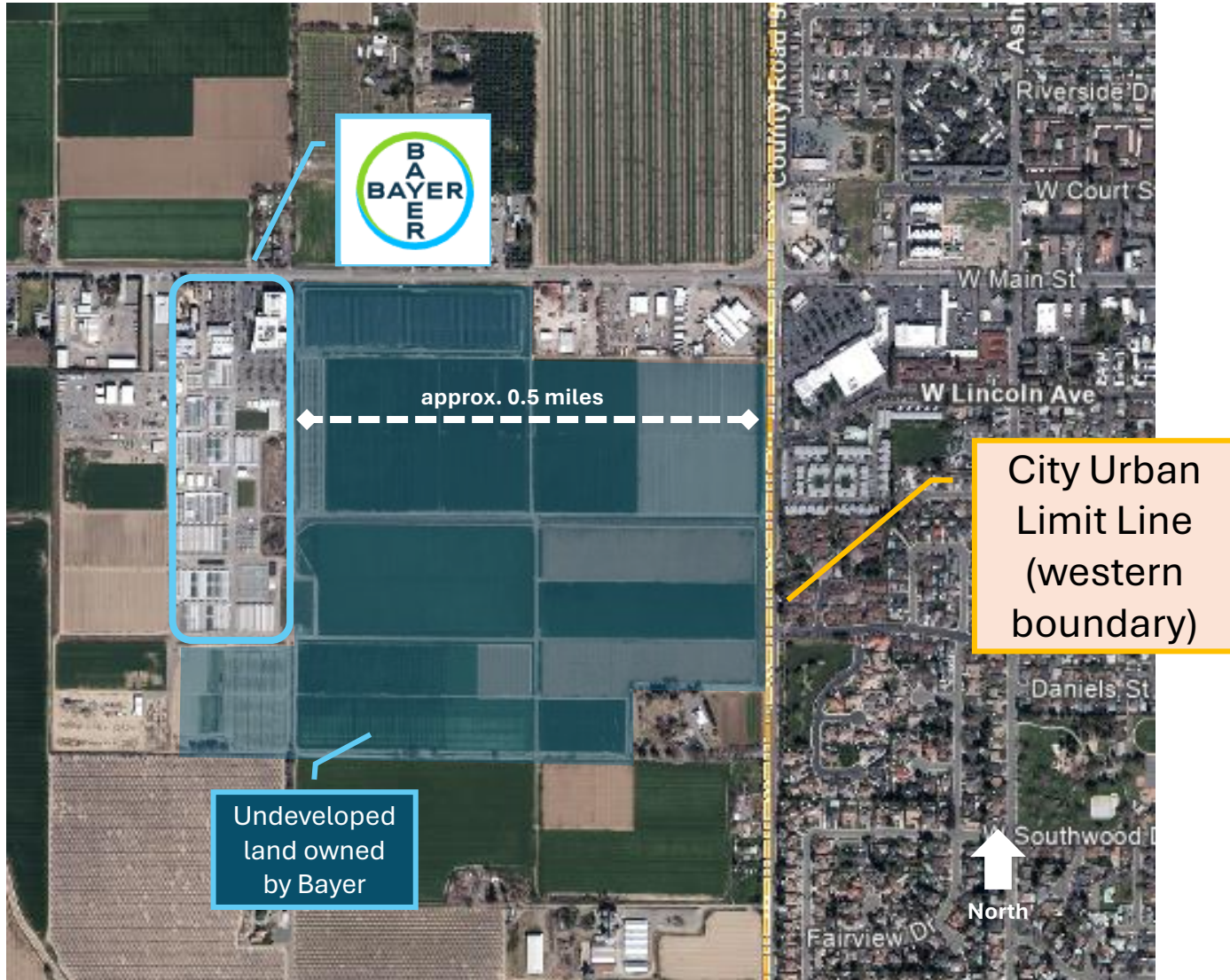
Clark Pacific is experiencing similar issues with both their well water quality and septic system. The demand for our prefabricated building systems continues to grow putting strain on our well and septic systems and limiting the potential growth for our products. Also, we are interested in recycled water for processing needs.

Extending the City of Woodland's sewer and water services to the Bayer and Clark Pacific sites remedies the situation both companies are currently facing. It would also allow for expansion of activities, employment, outside vendor services needed, etc. Benefits from the extension of services go beyond Bayer and Clark Pacific: current City utility users would likely realize a lowering and stabilization of sewer and water fees; the reduced use of septic systems would have environmental enhancements; and water resources for residents and farmers would be protected by less groundwater pumping.

Clark Pacific Facility Proximity to City Urban Limit Line



Bayer Facility Proximity to City Urban Limit Line



INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The People of the City of Woodland Do Hereby Ordain as Follows:

SECTION 1. Title.

This Act shall be known and may be cited as the "City of Woodland Voter Approved Urban Limit Line Act" (the "Act").

SECTION 2. Purposes and findings.

A. Purposes. The purposes of this Act are as follows:

1. To amend the General Plan to create a permanent and complete urban limit line.
2. To preserve and protect agricultural, natural resource, and open space uses on lands outside the permanent urban limit line.
3. To allow Woodland to meet its housing needs for all economic segments of the population in an environmentally sound manner.
4. To allow Woodland to provide high quality and reliable public services and infrastructure for its citizens.

B. Findings. The people of Woodland find the following:

1. This Act will protect Woodland's quality of life by protecting open space.
2. This Act allows Woodland to meet the housing needs of all economic segments of its population, while encouraging sound planning.
3. The permanent urban limit line established by this Act is consistent with the General Plan, as amended by this Act.
4. The permanent urban limit line complies with state and local laws.

5. For all the foregoing reasons, this Act serves the public health, safety, and welfare of Woodland.

SECTION 3. City of Woodland General Plan Amendment.

- A. Text Amendment to General Plan Policy Document, Part II, Chapter 1, Policy 1.A.12.

The City ~~shall~~ establishes a permanent urban limit line around Woodland to permanently circumscribe urban development and preserve surrounding agricultural lands as depicted on Figure 1-4. The western and northern boundaries are the Urban Limit Line boundaries depicted on Figure 1-4. The boundaries to the south and east will be determined after further study. Public services and facilities shall not extend beyond the permanent urban limit line.

- B. Text Amendment to General Plan Policy Document, Part II, Chapter 1, Implementation Program 1.1.

The City shall take such administrative steps as may be required to implement Policy I.A.12. The City shall undertake a study to identify the location of a permanent urban limit line for the east and south. The study City shall also identify funding sources for implementing a the permanent urban limit line, including mitigation fees for development on agricultural land.

Responsibility: Community Development Department
Planning Commission
City Council

Time Frame: FY 02-03 05 and continuing

- C. Text Amendment to General Plan Policy Document, Part II, Chapter 1, Policy 1.B.6.

The City shall continue to look for infill opportunities, including increased densities, if it will assist in appropriate reuse of properties continually reevaluate residential land use densities, housing policies, and zoning to determine the potential for increased residential densities for both infill sites and undeveloped

land within the permanent urban limit line. The City shall continually review existing non-residential zoning to determine potential for conversion to higher density residential uses within the permanent urban limit line.

- D. Map Amendment: General Plan Summary, Part I, General Plan Summary, Figure 3 "Planning Area and Permanent Urban Limit Line" document.

General Plan Summary, Part I, General Plan Summary, Figure 3 "Planning Area and Permanent Urban Limit Line" document is hereby amended to show the establishment of the City's permanent urban limit line, and to have the Planning Area Boundary encompass this permanent urban limit line, as shown on Exhibit A-1. For reference, the existing Figure 3 is shown on Exhibit A-2.

- E. Map Amendment: General Plan Policy Document, Part II, Chapter 1, Figure 1-3 "Planning Area and Permanent Urban Limit Line" document.

General Plan Policy Document, Part II, Chapter 1, Figure 1-3 "Planning Area and Permanent Urban Limit Line" document is hereby amended to show the establishment of the City's permanent urban limit line, and to have the Planning Area Boundary encompass this permanent urban limit line, as shown on Exhibit B-1. For reference, the existing Figure 1-3 is shown on Exhibit B-2.

- F. Map Amendment: General Plan Policy Document, Part II, Chapter 1, Figure 1-4, "Land Use Diagram."

General Plan Policy Document, Part II, Chapter 1, Figure 1-4, "Land Use Diagram" is hereby amended to show the establishment of the City's permanent urban limit line, and to have the Planning Area Boundary encompass this permanent urban limit line, as shown on Exhibit C-1. For reference, the existing Figure 1-4 is shown on Exhibit C-2.

SECTION 4. Finding of consistency.

The Act is consistent with the Woodland General Plan.

SECTION 5. Implementation of Act.

- A. Upon the effective date of this Act, the Act shall be deemed inserted in the Woodland General Plan as an amendment thereof.
- B. The City shall immediately take such administrative steps as may be required to implement this Act, and to revise any figures or tables in the General Plan or Municipal Code affected by this Act, including but not limited to General Plan Summary, Part I, General Plan Summary, Figure 3; General Plan Policy Document, Part II, Chapter 1, Figure 1-3; and General Plan Policy Document, Part II, Chapter 1, Figure 1-4.
- C. The City shall immediately amend any provisions or exhibits of the General Plan and Municipal Code to implement this Act and to ensure consistency and correlation between this Act and other elements of the General Plan.
- D. The City will encourage and support appropriately located agricultural and wildlife conservation easements to support the implementation of the permanent urban limit line.
- E. The City shall immediately initiate a reevaluation of residential land use densities, housing policies, and zoning to determine the potential for increased residential densities for both infill sites and undeveloped land within the permanent urban limit line. The City shall also immediately review existing non-residential zoning to determine potential for conversion to higher density residential uses.
- F. The amendment adopted by this Act and the existing General Plan are intended to comprise an integrated, internally consistent, and compatible statement of policies for the City as required by state law. To ensure that the actions of the voters in enacting this Act are given effect, any provision of the General Plan adopted between the Act's Notice of Circulation and its Effective Date, to the extent it is inconsistent with this Act, shall be immediately amended by the City to ensure consistency between the provisions adopted by this Act and other elements of the General Plan.

SECTION 6. Future amendments.

This Act may be amended or repealed by a majority of voters of Woodland in an election held in accordance with state law.

SECTION 7. Interpretation and severability.

This Act shall be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, or clause ("portion") of this Act is held to be invalid or unconstitutional by a final judgment of a court, such decision shall not affect the validity of the remaining portions of this Act. The voters hereby declare that this Act, and each portion, would have been adopted irrespective of the fact that any one or more portions of the Act are found invalid. If any portion of this Act is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this Act which can be given effect.

This Act shall be broadly construed to achieve the purposes stated in this Act. It is the intent of the voters that the provisions of this Act be interpreted or implemented by the City, courts, and others in a manner that facilitates the purposes set forth herein.

SECTION 8. Effective date of Act.

This Act shall become effective upon the approval of the voters of the City pursuant to California Elections Code section 9217.

SECTION 9. Exhibits.

The following Exhibits are attached to this Act and incorporated herein for all purposes.

Exhibit A-1. Amended General Plan Summary, Part I, General Plan Summary, Figure 3 "Planning Area and Permanent Urban Limit Line" document adopted by this Act.

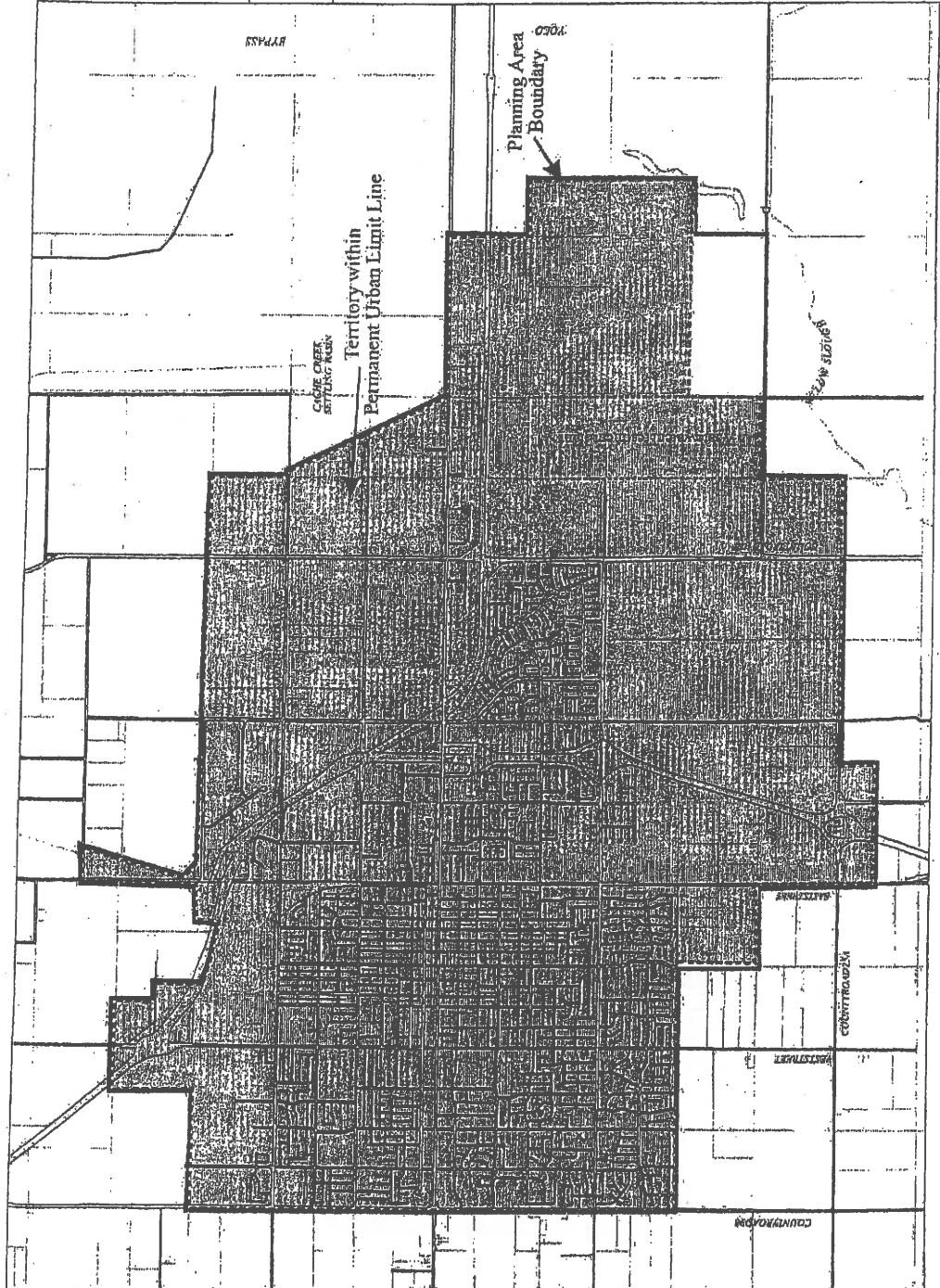
Exhibit A-2. For reference, the existing General Plan Summary, Part I, General Plan Summary, Figure 3 "Planning Area and Urban Limit Line" document.

Exhibit B-1. Amended General Plan Policy Document, Part II, Chapter 1, Figure 1-3 "Planning Area and Permanent Urban Line Limit" document adopted by this Act.

Exhibit B-2. For reference, the existing General Plan Policy Document, Part II, Chapter 1, Figure 1-3 "Planning Area and Urban Line Limit" document.

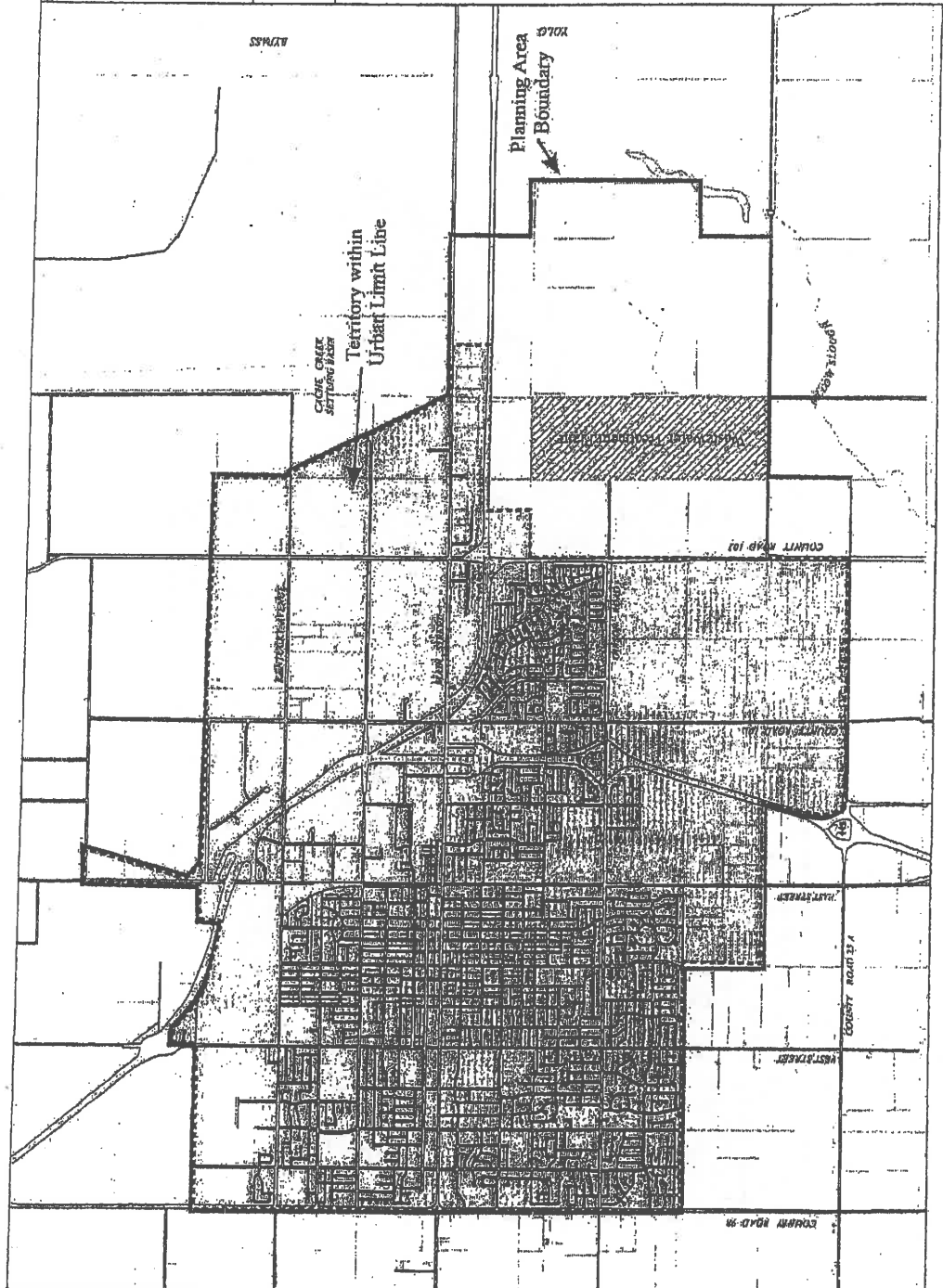
Exhibit C-1. Amended General Plan Policy Document, Part II, Chapter 1, Figure 1-4 "Land Use Diagram" adopted by this Act.

Exhibit C-2. For reference, the existing General Plan Policy Document, Part II, Chapter 1, Figure 1-4 "Land Use Diagram."



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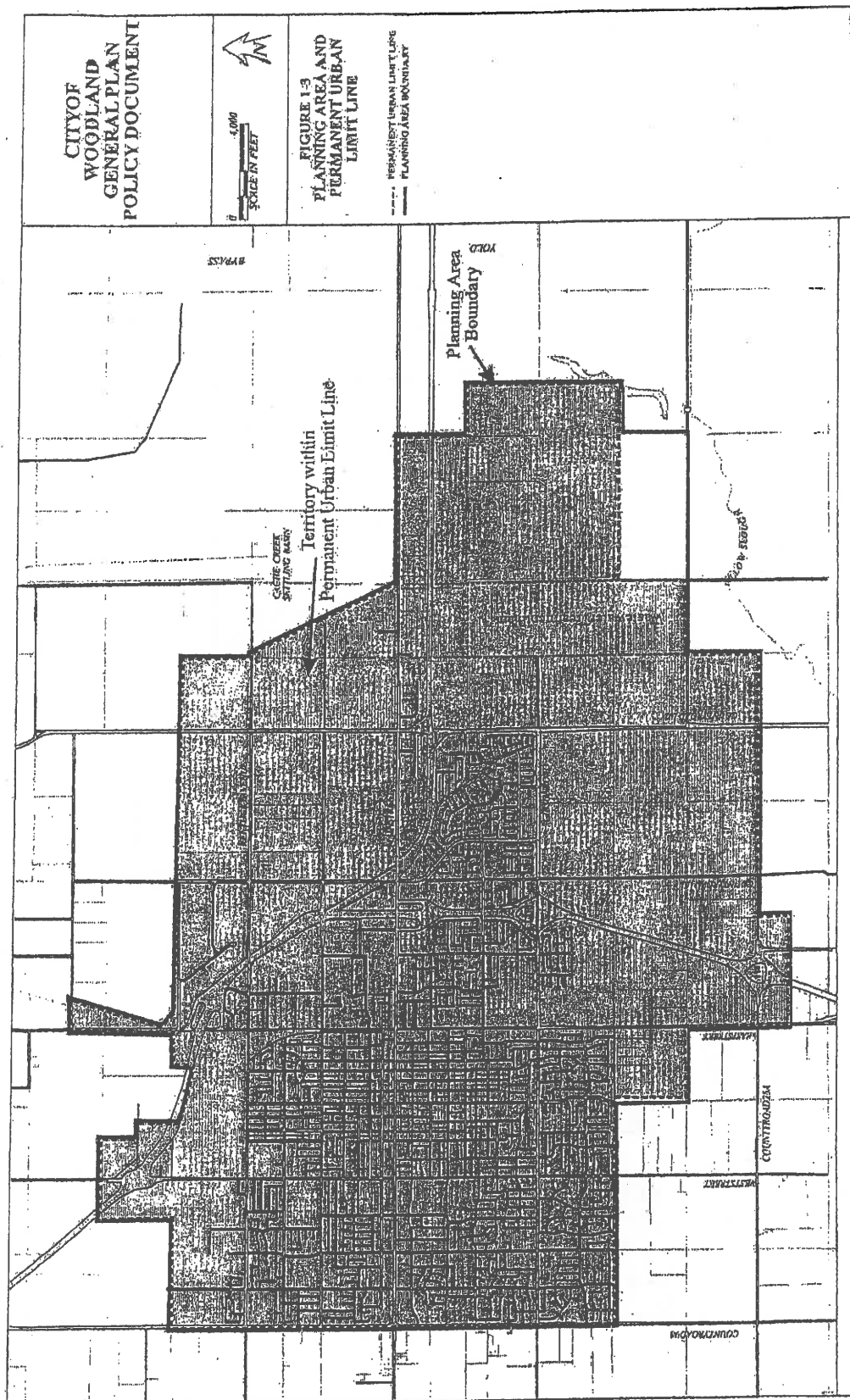
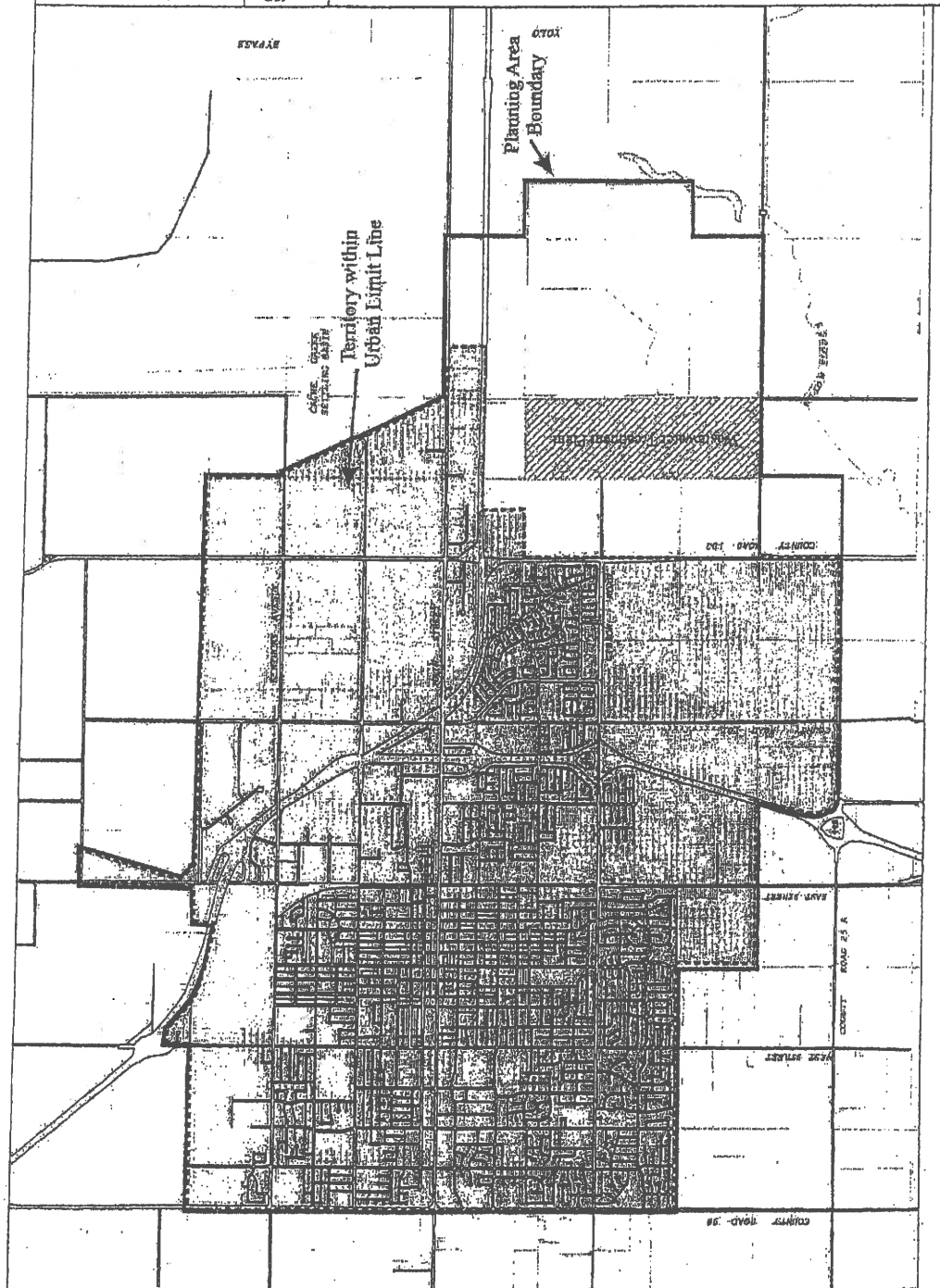
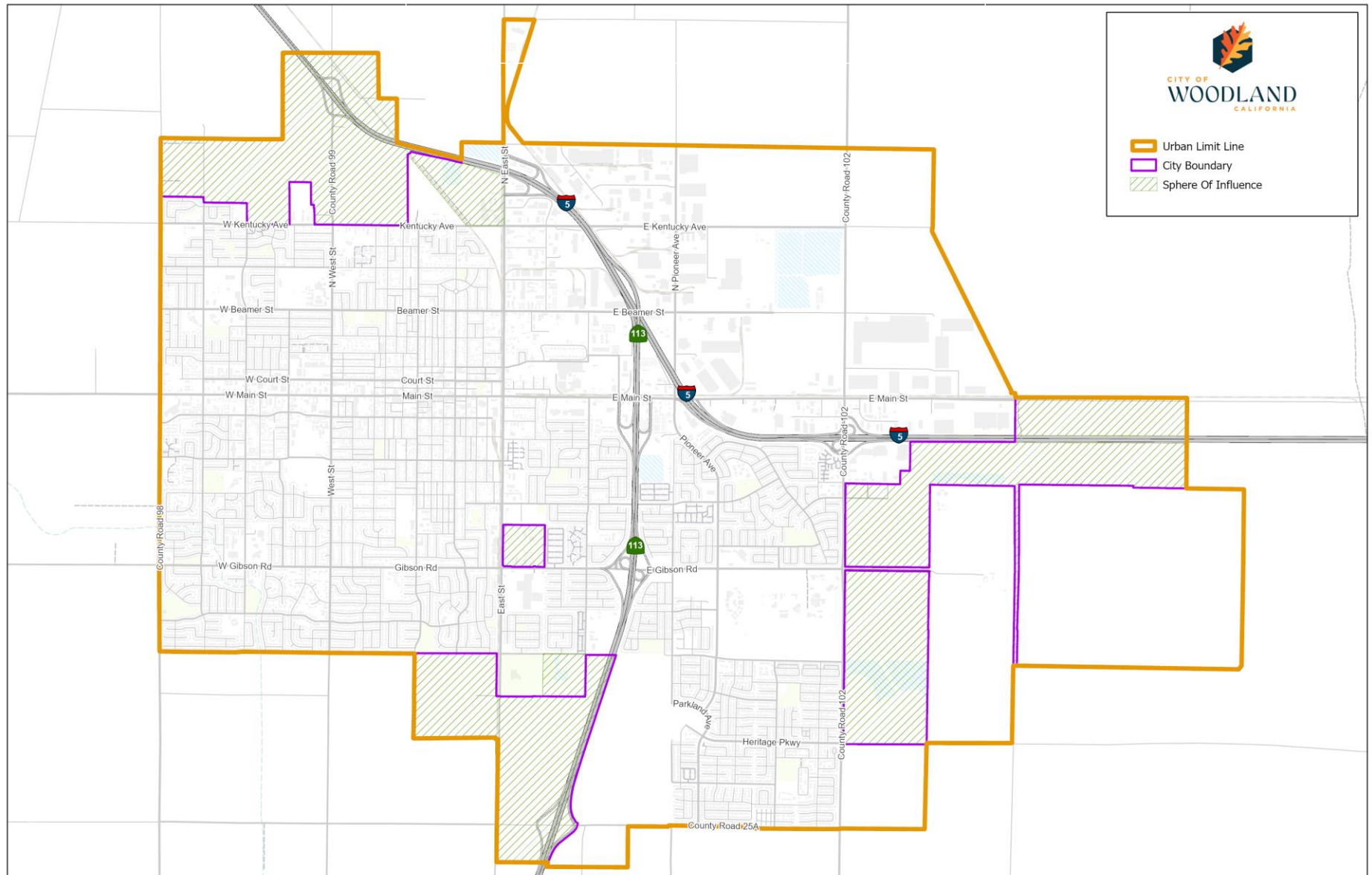


Exhibit B-1



City of Woodland Urban Limit Line





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: G.19
SUBJECT: Approval of a Disposition Development and Loan Agreement for 310 West Main Street Affordable Housing Project Phase II (Vista Del Robles Apartments Phase II)

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

- 1) Approving an appropriation of \$1,700,000 from the Affordable Housing Assistance Trust Fund (1326) and authorizing the Finance Officer to amend the Fiscal Year 2025 budget as necessary;
- 2) Authorizing the City to enter into a Disposition, Development, and Loan Agreement (DDLA) with Chelsea Investment Corporation ("Chelsea") to convey the property located at 310 West Main Street to Chelsea for the development of affordable housing;
- 3) Approving a fifty-five year residual receipts loan in the amount of \$1,700,000 with three percent (3%) simple interest for Chelsea's 96-unit multifamily affordable rental project at 310 West Main Street;
- 4) Approving an additional seller carryback loan with the aforementioned terms for the transfer of property site control from the City to Chelsea at the 2.6-acre portion of city-owned land at 310 West Main Street;
- 5) Authorizing the City to enter into a regulatory agreement and declaration of restrictive covenants with Chelsea for the 310 West Main Street project to ensure the affordability of the project for a term of not less than 55 years, and
- 6) Authorizing the City Manager to execute the Disposition, Development, and Loan Agreement (DDLA) and regulatory agreement in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to convey the subject property to Chelsea, make the City loans and ensure the affordability of the project.

Staff Contact:

Franklin Cui, Housing Analyst II – 530-661-2019, franklin.cui@cityofwoodland.gov

Fiscal Impact:

The \$1,700,000 loan will be funded through the Affordable Housing Assistance Trust Fund (1326). Roughly \$1.8 million in affordable housing funds was recently made available in Fund 1326 as a result of a property sale and subsequent loan payoff back to the City for the Fair Plaza East affordable housing project.

The City-owned land at the 2.6-acre northwest portion of West Main Street and Ashley Avenue was purchased by the City in 2024. The fair market value of the land provided to Chelsea Investment Corporation (Chelsea) in the seller carryback transaction will be determined by third-party appraisal.

Background:

Chelsea Investment Corporation, a California developer of multifamily affordable housing projects, was awarded more than \$26,000,000 in Federal Low Income Housing Tax Credits last year by the California Tax Credit and Allocation Committee for the Phase I construction of a 72-unit multifamily rental project (Vista Del Robles) on a portion of the 5.73-acre site at 310 West Main Street (near the northwest corner of West Main Street and Ashley Avenue). Construction on this Phase I stage of the overall site was completed in April 2024.

In September 2024, the City Council authorized the purchase of 2.6 acres of vacant land at the northwest corner of W. Main Street and Ashley Avenue, in anticipation of Chelsea's development of a second phase consisting of up to 96 additional affordable units (Vista Del Robles Phase II).

The acquired site is one of the best infill housing sites available due to its proximity to services and transit, and as such has the potential to fulfill one of the many needs for affordable housing in the City's General Plan 2035. Additionally, it is listed as one of the City housing opportunities sites within the housing element and is important for allowing the City the ability to meet its State-required Regional Housing Needs Allocation (RHNA). Chelsea is seeking City funding in combination with Tax-Exempt Bonds and Low-Income Housing Tax Credits from the California Tax Credit Allocation Committee (CTCAC) in order to finance the development of Vista Del Robles Phase II.

Discussion:

In January 2025, Chelsea submitted a Letter of Interest (LOI) to the City of Woodland, proposing the development of Phase II, a 96-unit affordable housing project (28 one-bedroom, 44 two-bedroom, and 24 three-bedroom at 30-80% Area Median Income). The current amenities already in Phase I will be available to residents of Phase II. These include a community building and lounge, computer lab, kitchen, storage, mailboxes, and outdoor fitness stations. Additionally, on-site recreational amenities available to residents include; tot-lots, a half-court basketball area, and a splash pad/zero-depth water feature.

With respect to service amenities, Pacific Southwest Community Development Corporation (PSCDC), a non-profit resident services provider with 26 years of experience, will provide services for the project. These include educational, health, and wellness and skill-building classes for adults, as well as an after-school program for children. Financing for Phase II is contingent upon a successful allocation of tax credits from CTCAC.

Tax credits allow affordable housing sponsors and developers to raise project equity through the sale of tax benefits to investors. The award of tax credits through CTCAC is a competitive process among projects statewide. The successful projects with the highest scores are typically those with a higher ratio of public subsidy compared to the cost of the project. The point structure advantages applications that show evidence of leveraging public and private funds. Public land loans, fee waivers, funds raised by third-party donors, and agency contributions are all items that increase final scores.

Under the terms of the proposed Disposition, Development, and Loan Agreement (DDLA) for Vista Del Robles Phase 2, staff recommend the City Council approve a loan in the amount of \$1,700,000 to assist the project. The loan will be funded through the City's Affordable Housing Assistance Trust Fund (1326) and sufficient revenues are available for the loan. In addition to the \$1,700,000 loan, the DDLA will also provide for the conveyance of the property in exchange for a seller carryback loan equal to the fair market value of the land. The City, as owner/seller of the 2.6-acre vacant land at the northwest corner of W. Main Street and Ashley Avenue, will carry-back the value of the land to Chelsea to convey site control. The terms of both the \$1,700,000 loan and the seller carryback loan will bear 3% simple interest payable through residual receipts with a 55-year loan term.

With the same residual receipts provision as Phase I included in the City loan agreement, Chelsea will be required to share a portion of any profit (residual receipts) it generates each year. The payment will go towards paying down the accrued interest on the loans and is available for the City to use on other affordable housing projects. A regulatory agreement and declaration of restrictive covenants will be recorded for Vista Del Robles Phase II to ensure the continued affordability of the development for a term of not less than 55 years. Pursuant to the terms of the regulatory agreement,

Vista Del Robles Phase II will make the multifamily rental units available at the following affordability levels:

PROJECT UNIT & INCOME MIX

<u>AMI</u>	<u>Studio</u>	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>	<u>Totals</u>
	<u>0.00%</u>	<u>29.17%</u>	<u>45.83%</u>	<u>25.00%</u>	<u>0.00%</u>	
<u>Net SF</u>	<u>500</u>	<u>594</u>	<u>764</u>	<u>945</u>	<u>1,250</u>	
<u>100%</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>80%</u>	<u>0</u>	<u>8</u>	<u>6</u>	<u>6</u>	<u>0</u>	<u>20</u>
<u>70%</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>60%</u>	<u>0</u>	<u>16</u>	<u>27</u>	<u>12</u>	<u>0</u>	<u>55</u>
<u>50%</u>	<u>0</u>	<u>2</u>	<u>5</u>	<u>3</u>	<u>0</u>	<u>10</u>
<u>40%</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>30%</u>	<u>0</u>	<u>2</u>	<u>5</u>	<u>3</u>	<u>0</u>	<u>10</u>
<u>Mgr.</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Totals</u>	<u>0</u>	<u>28</u>	<u>44</u>	<u>24</u>	<u>0</u>	<u>96</u>

The City will annually monitor the project's affordability and charge a \$2,000 annual fee subject to a three percent adjustment each year to defray staff costs for monitoring.

With the foregoing terms, the City of Woodland and Chelsea, with respect to the development of Vista Del Robles Phase II, are in alignment with the housing element of the General Plan 2035 for the City's goals in affordable housing. Vista Del Robles Phase II serves as an important milestone in the implementation of the City's General Plan goals for the provision of affordable housing. Therefore, the City's dedication of the property and allocation of \$1,700,000 is a commitment towards and is contingent upon the project's financing with tax credit allocation in subsequent funding rounds at CTCAC.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____,

- 1) Approving an appropriation of \$1,700,000 from the Affordable Housing Assistance Trust Fund (1326) and authorizing the Finance Officer to amend the Fiscal Year 2025 budget as necessary;
- 2) Authorizing the City to enter into a Disposition, Development, and Loan Agreement (DDLA) with Chelsea Investment Corporation ("Chelsea") to convey the property located at 310 West Main Street to Chelsea for the development of affordable housing;
- 3) Approving a fifty-five year residual receipts loan in the amount of \$1,700,000 with three percent (3%) simple interest for Chelsea's 96-unit multifamily affordable rental project at 310 West Main Street;
- 4) Approving an additional seller carryback loan with the aforementioned terms for the transfer of property site control from the City to Chelsea at the 2.6-acre portion of city-owned land at 310 West Main Street;
- 5) Authorizing the City to enter into a regulatory agreement and declaration of restrictive covenants with Chelsea for the 310 West Main Street project to ensure the affordability of the project for a term of not less than 55 years, and
- 6) Authorizing the City Manager to execute the Disposition, Development, and Loan Agreement (DDLA) and regulatory agreement in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to convey the subject property to Chelsea, make the City loans and ensure the affordability of the project.

Prepared by: Franklin Cui, Housing Analyst II

Reviewed by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - DDLA Chelsea Investment Corp
2. Woodland Phase 2 - 4-2-25 Pro Forma
3. Woodland II Resident Services Exhibit
4. PHASE 2 Overall Site Plan

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT
(DDLA) CONSISTING OF \$1,700,000 FROM THE AFFORDABLE HOUSING
ASSISTANCE TRUST FUND AND A SELLER CARRYBACK LOAN FOR FAIR
MARKET VALUE OF VACANT LAND TO ASSIST CHELSEA INVESTMENT
CORPORATION WITH THE CONSTRUCTION OF A 96-UNIT MULTIFAMILY
AFFORDABLE HOUSING PROJECT AT 310 WEST MAIN STREET**

WHEREAS, tax credits allow affordable housing sponsors and developers to raise project equity through the sale of tax benefits to investors. The award of tax credits through the California Tax Credit Allocation Committee (CTCAC) is a competitive process among projects state-wide. The successful projects with the highest scores are typically those with a higher ratio of public subsidy compared to the cost of the project; and

WHEREAS, the California Tax Credit Allocation Committee (CTCAC) in 2021 awarded the Chelsea Investment Corporation more than \$26,000,000 in Federal Low Income Housing Tax Credits for the construction of a 72-unit multifamily affordable housing project on a portion of the 5.73-acre site at 310 West Main Street (Vista Del Robles Phase I); and

WHEREAS, the City of Woodland purchased 2.6 acres of vacant land at the northwest corner of W. Main Street and Ashley Avenue (the “Property”), to be used for the future development of affordable housing in furtherance of the City’s affordable housing goals; and

WHEREAS, the City desires to take steps towards the conveyance of the Property to Chelsea to facilitate Chelsea’s development of a second phase consisting of up to 96 additional affordable units (Vista Del Robles Phase II); and

WHEREAS, Chelsea Investment Corporation has requested that the City consider the conveyance of the Property to Chelsea in exchange for a seller carryback loan in an amount equal to the value of the Property and further provide a \$1.7 million loan to help facilitate the development of affordable housing on the Property, all pursuant to the terms of a Disposition, Development, and Loan Agreement (DDLA) for the Property to be entered into by and between the City and Chelsea Investment Corporation; and

WHEREAS, Chelsea Investment Corporation will apply for tax credits in successive CTCAC funding rounds in 2025, and the terms set forth in any subsequent agreements with the City are contingent upon tax credit awarding of Vista Del Robles Phase II; and

WHEREAS, Vista Del Robles Phase II will serve as an affordable housing development contributing to enhancement of the City’s Community Revitalization Plan in the General Plan 2035 and will further the goals, policies, and programs of the state mandated Housing Element to increase the supply of affordable housing.

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 \$1,700,000 from the Affordable Housing Assistance Trust Fund (1326) and authorizes the Finance Officer to amend the Fiscal Year 2025 budget as necessary.

SECTION 2. The City Council hereby authorizes the City to enter into a Disposition, Development, and Loan Agreement (DDLA) with Chelsea Investment Corporation (“Chelsea”).

SECTION 3. The City Council hereby approves a fifty-five-year residual receipts loan to the Chelsea Investment Corporation (“Chelsea”) in the amount of \$1,700,000 with three percent (3%) simple interest for Chelsea’s 96-unit multifamily affordable rental project at 310 West Main Street (Vista Del Robles Phase II).

SECTION 4. The City Council hereby approves a seller carryback loan with the aforementioned terms for the transfer of property site control from the City to Chelsea at the 2.6-acre portion of city-owned land at 310 West Main Street.

SECTION 5. The City Council hereby authorizes the City to enter into a regulatory agreement and declaration of restrictive covenants with Chelsea for Vista Del Robles Phase II to ensure the affordability of the project at affordability levels not less than those described in the staff report submitted with this resolution for a term of not less than 55 years.

SECTION 6. The City Council hereby authorizes the City Manager to execute the Disposition, Development, and Loan Agreement (DDLA), promissory note, regulatory agreement, and deed of trust in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to make the City loan, convey the property to Chelsea and ensure the affordability of the project.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney

PROJECT SUMMARY

Revision Date: 4/7/2025
Vista del Robles Phase 2
 310 W Main Street Woodland, CA
 Woodland
 Yolo County

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Preliminary Projections, Subject to Revision



DEVELOPMENT COSTS & SOURCES

Development Costs:		
Land (including existing improvements)	\$23,958/unit	2,300,000
Direct Construction Costs (inc Contingency)	\$264,143/unit	25,357,752
Development Impact Fees	\$28,325/unit	2,719,210
A&E	\$7,516/unit	721,500
Financing Fees and Interest	\$47,028/unit	4,514,721
Developer Fee	\$50,708/unit	4,867,945
Other Soft Costs	\$15,481/unit	1,486,177
Total Development Costs	\$437,159/unit	41,967,305
Sources:		
Federal LIHTC Equity	\$138,385/unit	13,284,915
State LIHTC / Solar / Other Tax Credit Equity	\$63,122/unit	6,059,688
Permanent Loans	\$147,188/unit	14,130,000
Priority Deferred Developer Fee	\$17,736/unit	1,702,702
Acquisition Value Loan	\$23,958/unit	2,300,000
Subordinate Deferred Developer Fee	\$14,063/unit	1,350,000
Private Placement Junior Bond	\$12,500/unit	1,200,000
Soft Local	\$17,708/unit	1,700,000
Soft State	\$0/unit	0
Soft Loan Interest	\$2,500/unit	240,000
Other	\$0/unit	0
Total Sources	\$437,159/unit	41,967,305

DEAL STRUCTURE AND ASSUMPTIONS

LIHTC Tax Credit Rate	4.00%
10 Yr Federal Tax Credits	14,928,364
State Tax Credit Total	6,720,000
Federal Tax Credit Price	\$ 0.8900
State Tax Credit Price	\$ 0.8800
Other Tax Credit Price	\$ 0.8900
DDA/QCT Boost	N
Opr. Exp./Unit/Year	4,965
Replacement Reserves/Unit/Year	250
Vacancy Rate	5.00%
DCR	1.15
Perm Loan Amort	40
Interest Rate - Permanent Loan	5.74%
Interest Rate - Construction Loan (TE)	5.74%
Interest Rate - Construction Loan (Taxable)	6.24%
TIEBREAKER 4%	74.48%
Total Bank Construction Loan	28,710,447
Taxable Construction Loan	5,210,447
Tax Exempt Bonds - Construction - Recycled	3,000,000
Private Placement Jr Bond - Volume Cap	1,200,000
Tax- Exempt Bonds - Construction - Volume Cap	7,570,000
Tax- Exempt Bonds - Const/Perm Volume Cap	14,130,000
50% Test	54.77%
Prevailing Wage:	None

PROJECT UNIT & INCOME MIX

AMI	Studio	1BR	2BR	3BR	4BR	Totals
0.00%	29.17%	45.83%	25.00%	0.00%		
Net SF	500	594	764	945	1,250	
100%	0	0	0	0	0	0
80%	0	8	6	6	0	20
70%	0	0	0	0	0	0
60%	0	16	27	12	0	55
50%	0	2	5	3	0	10
40%	0	0	0	0	0	0
30%	0	2	5	3	0	10
Mgr.	0	0	1	0	0	1
Totals	0	28	44	24	0	96

PROJECT TIMING AND CREDIT DELIVERY

Tax Credit Allocation	July-25
Construction Begin - Initial Closing	January-26
Construction Complete	August-27
Lease Up Complete	November-27
Conversion/Stabilization	February-28
8609	August-28
Estimated 1st Year Credit Delivery	373,172
Estimated 2nd Year Credit Delivery	1,492,687
Estimated 3rd Year Credit Delivery	1,492,687

PROJECTED SOURCES AND USES OF FUNDS

Vista del Robles Phase 2

4/7/2025

1/7/2025				1/29/2026 Construction Period							Construction	Stabilization	Conversion	8609	Total
		Pre-Dev	Closing	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Subtotal	6 months				
				10.0%	20.0%	20.0%	25.0%	10.0%	15.0%						
SOURCES OF FUNDS		interest rate													
1	Federal LIHTC Equity		743,271	585,220	-	-	-	-	-	1,328,492	3,321,229	8,485,195	150,000		13,284,915
2	State LIHTC Equity	70,000 per unit		591,360	-	-	-	-	-	591,360		5,322,240	-		5,913,600
3	Solar Equity			-	-	-	-	-	-	-	-	146,088	-		146,088
4	Other Equity			-	-	-	-	-	-	-	-	-	-		-
5	Construction Loan - Tax Exempt		0	3,000,000	1,653,506	5,156,051	5,232,664	6,575,932	1,881,847	23,500,000	3,441,374	(26,941,374)	-		-
6	Construction Loan - Taxable			-	-	-	-	-	1,021,566	5,210,447	(5,210,447)	-	-		-
7	Perm Loan (Tranche A)			-	-	-	-	-	-	-	-	14,130,000	-		14,130,000
8	Perm Loan (Tranche B)			-	-	-	-	-	-	-	-	-	-		-
9	Priority Deferred Developer Fee	1.00%		-	-	-	-	-	-	-	-	1,702,702	-		1,702,702
10	Private Placement Junior Bond	8.00%		1,200,000	-	-	-	-	-	1,200,000	-	-	-		1,200,000
11	Acquisition Value Loan	3.00%		2,300,000	-	-	-	-	-	2,300,000	-	-	-		2,300,000
12	Subordinate Deferred Developer Fee	0.00%		-	-	-	-	-	-	-	-	1,350,000	-		1,350,000
13	CalHFA MIP	3.00%		-	-	-	-	-	-	-	-	-	-		-
14	Local Funds: City loan	3.00%		1,700,000	-	-	-	-	-	1,700,000	-	-	-		1,700,000
15	Local Funds: CRDP - DDS	3.00%		-	-	-	-	-	-	-	-	-	-		-
16	State Funds: MHP	3.00%		-	-	-	-	-	-	-	-	-	-		-
17	State Funds: AHSC	3.00%		-	-	-	-	-	-	-	-	-	-		-
18	State Funds: Serna or NPLH or State HOME	3.00%		-	-	-	-	-	-	-	-	-	-		-
19	State Funds: IIG	0.00%		-	-	-	-	-	-	-	-	-	-		-
20	Soft Loan Interest			-	-	-	-	-	-	-	-	240,000	-		240,000
21	Gap Funding needed			-	-	-	-	-	-	-	-	-	-		-
22	Basis Adjuster			-	-	-	-	-	-	-	-	-	-		-
23	Timing Adjuster			-	-	-	-	-	-	-	-	-	-		-
24	Total Sources of Funds		743,271	9,376,580	1,653,506	5,156,051	5,232,664	6,575,932	2,903,414	4,188,881	35,830,299	1,552,155	4,434,851	150,000	41,967,305
25															
26															
27	USES OF FUNDS														
28	ACQUISITION														
29	Land Cost		0	2,300,000	-	-	-	-	-	2,300,000					2,300,000
30	Building Cost		0	-	-	-	-	-	-	-	-				-
31	Broker Fees		0	-	-	-	-	-	-	-	-				-
32	Site Improvement Purchase		0	-	-	-	-	-	-	-	-				-
33	Offsite Improvement Purchase		0	-	-	-	-	-	-	-	-				-
34	Other Land Related Expenses / Option Pmnt		0	-	-	-	-	-	-	-	-				-
35	Other Closing Costs		0	-	-	-	-	-	-	-	-				-
36	Total Land / Acquisiton		-	2,300,000	-	-	-	-	-	2,300,000		-	-	-	2,300,000
37															
38	RELOCATION														
39	Relocation Admin And Temp Relocation		0	-	-	-	-	-	-	-	-				-
40	Permanent Relocation Expense		0	-	-	-	-	-	-	-	-				-
41	Total Relocation		-	-	-	-	-	-	-	-		-	-	-	-
42		Initial													
43	NEW CONSTRUCTION														
44	Demolition	\$	-	-	-	-	-	-	-	-	-				-
45	Design Assistance	\$	0	-	-	-	-	-	-	-	-				-
46	Off-site Improvements	\$	250,000	-	25,000	50,000	50,000	62,500	25,000	37,500	250,000				250,000
47	Site Work	\$	1,440,000	-	144,000	288,000	288,000	360,000	144,000	216,000	1,440,000				1,440,000
48	Solar	\$	480,000	-	48,000	96,000	96,000	120,000	48,000	72,000	480,000				480,000
49	Parking Garage			-	-	-	-	-	-	-	-				-
50	Vertical	\$	18,806,861	0	-	1,880,686	3,761,372	3,761,372	4,701,715	1,880,686	2,821,029	18,806,861			18,806,861
51	Commercial incl. fees	\$	0	-	-	-	-	-	-	-	-				-
52	GC Contingency	3%		-	52,442	104,884	104,884	131,105	52,442	78,663	524,422				524,422
53	General Requirements	4%		-	86,005	172,010	172,010	215,013	86,005	129,008	860,051				860,051
54	Contractor Preconstruction Services	3%		670,840	-	-	-	-	-	-	670,840				670,840
55	Contractor Fees	5%		-	111,807	223,613	223,613	279,517	111,807	167,710	1,118,067				1,118,067
56	Design Contingency	0%		-	-	-	-	-	-	-	-				-
57	Escalation	0%		-	-	-	-	-	-	-	-				-
58	Total New Construction	\$251,565/unit	-	670,840	2,347,940	4,695,880	4,695,880	5,869,850	2,347,940	3,521,910	24,150,240		-	-	24,150,240
59															
60	ARCHITECTURAL/SURVEY/ENGINEERING														
61	Other Architectural		100,500	172,500	2,700	5,400	5,400	6,750	2,700	4,050	300,000				300,000
62	Survey/Engineering		76,000	246,500	9,900	19,800	19,800	24,750	9,900	14,850	421,500				421,500
63	Other:			-	-	-	-	-	-	-	-				-
64	Total Architectural		176,500	419,000	12,600	25,200	25,200	31,500	12,600	18,900	721,500		-	-	721,500
65															
66	CONTINGENCY COSTS														
67	Hard Cost Contingency	5%		33,542	117,397	234,794	234,794	293,493	117,397	176,096	1,207,512				1,207,512
68	Soft Cost Contingency	3%	67,570	143,590	3,799	6,564	8,796	12,017	12,760	14,297	269,394				269,394
69	Total Contingency		67,570	177,132	121,196	241,358	243,590	305,510	130,157	190,393	1,476,906		-	-	1,476,906
70															

PROJECTED SOURCES AND USES OF FUNDS

Vista del Robles Phase 2

4/7/2025

	Pre-Dev	1/29/2026	Construction Period						Construction Subtotal	Stabilization 6 months	Conversion	8609	Total
		Closing	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6					
			<u>10.0%</u>	<u>20.0%</u>	<u>20.0%</u>	<u>25.0%</u>	<u>10.0%</u>	<u>15.0%</u>					
71 CONSTRUCTION PERIOD EXPENSES													
72 Construction Loan Interest	0	-	50,977	91,473	165,854	247,397	324,647	375,073	1,255,421	742,955	200,000	-	2,198,377
73 Private Placement Junior Bond Interest	0	-	24,000	24,000	24,000	24,000	24,000	24,000	144,000	48,000	-	-	192,000
74 Soft Loan Interest	0								-		240,000	-	240,000
75 Predevelopment Loan Interest	0	137,032							137,032			-	137,032
76 Origination/Application Fee	0	269,414							269,414	-		-	269,414
77 Subordinate/Soft Debt Origination Fee	0	105,000							105,000	-		-	105,000
78 Lender Reports and Inspections	25,000	-	2,850	5,700	5,700	7,125	2,850	4,275	53,500	-		-	53,500
79 Title/Recording/Taxes	0	112,500	4,200	8,400	8,400	10,500	4,200	6,300	154,500	-		-	154,500
80 Insurance During Construction	0	540,000	-	-	-	-	-	-	540,000	-		-	540,000
81 Construction Mgmt and Monitoring	0	-	-	-	-	-	-	-	-	-		-	-
82 Owner Requirements	0	-	30,720	61,440	61,440	76,800	30,720	46,080	307,200	-		-	307,200
83 Other:													
84 Total Construction Period Expense	25,000	1,163,946	112,747	191,013	265,394	365,822	386,417	455,728	2,966,067	790,955	440,000	-	4,197,023
85													
86 PERMANENT FINANCING EXPENSES													
87 Loan Origination Fees	0	105,975	-	-	-	-	-	-	105,975	-		-	105,975
88 Title/Recording/Taxes	0	-							-	-	5,000	-	5,000
89 Insurance	0	-							-			-	-
90 Other: Bond/Issuer/FA fees	112,595	111,700	-	-	-	-	-	-	224,295		(100,000)	-	124,295
91 Other: LIHTC fees	83,106	-							83,106	-	(678)	-	82,428
92 Total Permanent Financing	195,701	217,675	-	-	-	-	-	-	413,376	-	(95,678)	-	317,698
93													
94 LEGAL FEES													
95 Lender Legal	0	75,000	-	-	-	-	-	-	75,000	-	15,000	-	90,000
96 Sponsor Legal	11,250	158,750							170,000	-	-	-	170,000
97 Total Legal Fees	11,250	233,750	-	-	-	-	-	-	245,000	-	15,000	-	260,000
98													
99 CAPITALIZED RESERVES													
100 Operating Reserve		-	-	-	-	-	-	-	-	-	357,584	-	357,584
101 Transition Reserve		-	-	-	-	-	-	-	-	-	-	-	-
102 Other Reserve		-	-	-	-	-	-	-	-	-	-	-	-
103 Total Reserves	-	-	-	-	-	-	-	-	-	-	357,584	-	357,584
104													
105 REPORTS & STUDIES													
106 Market Study	10,000	-	-	-	-	-	-	-	10,000		-	-	10,000
107 Appraisal	10,000	-	-	-	-	-	-	-	10,000		-	-	10,000
108 Environmental	4,500	-	-	-	-	-	-	-	4,500		-	-	4,500
109 Preconstruction Studies	3,500	-	-	-	-	-	-	-	3,500		-	-	3,500
110 Other:		-	-	-	-	-	-	-	-	-	-	-	-
111 Total Reports & Studies	28,000	-	-	-	-	-	-	-	28,000	-	-	-	28,000
112													
113 OTHER													
114 Local Permit Fees	\$3,369/unit	157,250	166,150	-	-	-	-	-	323,400				323,400
115 Local Development Impact Fees	\$24,956/unit	0	2,395,810	-	-	-	-	-	2,395,810		-	-	2,395,810
116 Accounting/Reimbursable/Cost Certification	7,000	15,000	1,300	2,600	2,600	3,250	1,300	1,950	35,000	28,000		-	63,000
117 Financial Consulting/App Prep/Review (SA)	0	125,000	-	-	-	-	-	-	125,000			-	125,000
118 Entitlement Services and CM (SA)	75,000	25,000	-	-	-	-	-	-	100,000			-	100,000
119 Tenant File Review	0	-							-			-	-
120 GP Service Fee	0	25,000							25,000			-	25,000
121 Marketing & Lease Up	0	-							-	233,200		-	233,200
122 Prevailing Wage / Labor Compliance	0	-	-	-	-	-	-	-	-			-	-
123 FF&E	0	-							-			-	-
124 Other:	0	-	-	-	-	-	25,000	-	25,000			-	25,000
125 Total Other Costs	239,250	2,751,960	1,300	2,600	2,600	3,250	26,300	1,950	3,029,210	261,200	-	-	3,290,410
126													
127 DEVELOPER COSTS													
128 Developer Fee		500,000	-	-	-	-	-	-	500,000	500,000	3,717,945	150,000	4,867,945
129 Other		-	-	-	-	-	-	-	-	-	-	-	-
130 Total Developer Costs	-	500,000	-	-	-	-	-	-	500,000	500,000	3,717,945	150,000	4,867,945
131													
132													
133 Total Uses of Funds	743,271	8,434,303	2,595,783	5,156,051	5,232,664	6,575,932	2,903,414	4,188,881	35,830,299	1,552,155	4,434,851	150,000	41,967,305

Cash Flow

			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Gross Revenue	Inflation @	2.00%	\$ 1,648,140	\$ 1,681,103	\$ 1,714,725	\$ 1,749,019	\$ 1,784,000	\$ 1,819,680	\$ 1,856,073	\$ 1,893,195	\$ 1,931,059	\$ 1,969,680	\$ 2,009,073	\$ 2,049,255	\$ 2,090,240	\$ 2,132,045	\$ 2,174,686	
Subsidy Revenue		2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Vacancy		5.00%	\$ (82,407)	\$ (84,055)	\$ (85,736)	\$ (87,451)	\$ (89,200)	\$ (90,984)	\$ (92,804)	\$ (94,660)	\$ (96,553)	\$ (98,484)	\$ (100,454)	\$ (102,463)	\$ (104,512)	\$ (106,602)	\$ (108,734)	
Net Revenue			\$ 1,565,733	\$ 1,597,048	\$ 1,628,989	\$ 1,661,568	\$ 1,694,800	\$ 1,728,696	\$ 1,763,270	\$ 1,798,535	\$ 1,834,506	\$ 1,871,196	\$ 1,908,620	\$ 1,946,792	\$ 1,985,728	\$ 2,025,443	\$ 2,065,951	\$ 2,107,270
Operating Expenses	Inflation @	3.00%	\$ 476,640	\$ 490,939	\$ 505,667	\$ 520,837	\$ 536,463	\$ 552,556	\$ 569,133	\$ 586,207	\$ 603,793	\$ 621,907	\$ 640,564	\$ 659,781	\$ 679,575	\$ 699,962	\$ 720,961	
Commercial Revenue		2.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Vacancy		50.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Revenue			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Commercial Operating Expenses	Inflation @	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Operating Income			\$ 1,089,093	\$ 1,106,108	\$ 1,123,321	\$ 1,140,731	\$ 1,158,337	\$ 1,176,139	\$ 1,194,137	\$ 1,212,328	\$ 1,230,712	\$ 1,249,289	\$ 1,268,055	\$ 1,287,011	\$ 1,306,153	\$ 1,325,481	\$ 1,344,991	
Replacement Reserves	Inflation @	3.00%	\$ 24,000	\$ 24,720	\$ 25,462	\$ 26,225	\$ 27,012	\$ 27,823	\$ 28,657	\$ 29,517	\$ 30,402	\$ 31,315	\$ 32,254	\$ 33,222	\$ 34,218	\$ 35,245	\$ 36,302	\$ 37,391
Other Annual Cost	Inflation @	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services	Inflation @	3.00%	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597	\$ 25,335	\$ 26,095	\$ 26,878	\$ 27,685	\$ 28,515	\$ 29,371	\$ 30,252	
Cash Available to Debt Service			\$ 1,045,093	\$ 1,060,788	\$ 1,076,642	\$ 1,092,651	\$ 1,108,815	\$ 1,125,131	\$ 1,141,598	\$ 1,158,214	\$ 1,174,975	\$ 1,191,879	\$ 1,208,923	\$ 1,226,105	\$ 1,243,420	\$ 1,260,865	\$ 1,278,437	\$ 1,296,130
Principal and Interest Tranche A	14,130,000	5.74%	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	\$ 902,630	
Principal and Interest Tranche B	0	5.74%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Issuer and Monitoring Fees	Inflation @	0.00%	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	\$ 7,065	
Soft Loan Payments	Inflation @	1.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin GP Fee	Inflation @	3.00%	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	\$ 7,563	
Managing GP Fee	Inflation @	3.00%	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	\$ 7,563	
Net Project Cash Flow			\$ 125,398	\$ 140,794	\$ 156,338	\$ 172,029	\$ 187,865	\$ 203,844	\$ 219,963	\$ 236,220	\$ 252,612	\$ 269,136	\$ 285,789	\$ 302,567	\$ 319,467	\$ 336,485	\$ 353,616	
DEBT SERVICE COVERAGE RATIO			115%	117%	118%	120%	122%	124%	126%	128%	129%	131%	133%	135%	137%	139%	141%	143%
TCAC Gross Revenue Test	no more than 2% in year 15 if DSCR > 125% or 8% test	8.00%	8%	9%	9%	10%	11%	12%	12%	13%	13%	14%	15%	15%	16%	16%	17%	
UMR Operating Expense Test	<= 1.20 DSCR or 12% cash flow to expense ratio	12.00%	26%	29%	31%	33%	35%	37%	39%	40%	42%	43%	45%	46%	47%	48%	49%	
Private Placement Junior Bond	100% of Avail Cashflow after deferred fee payment 50% of Avail Cashflow after DDF paid off	8.00%	\$ 58,949	\$ 66,534	\$ 74,190	\$ 81,917	\$ 89,712	\$ 97,575	\$ 105,504	\$ 113,498	\$ 121,556	\$ 129,675	\$ 137,855	\$ 146,093	\$ 154,387	\$ 162,735	\$ 171,136	\$ 193,246

Cash Flow

			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Distributions:																		
Refinance Proceeds																		
Debt Service Coverage Reserve		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other:	0	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other: LP Fee	7,500	3.00%	\$ 7,500	\$ 7,725	\$ 7,957	\$ 8,195	\$ 8,441	\$ 8,695	\$ 8,955	\$ 9,224	\$ 9,501	\$ 9,786	\$ 10,079	\$ 10,382	\$ 10,693	\$ 11,014	\$ 11,344	\$ 11,685
Deferred Dev Fee	Accrued LP Fee, if applicable	50%	\$ 58,949	\$ 66,534	\$ 74,190	\$ 81,917	\$ 89,712	\$ 97,575	\$ 105,504	\$ 113,498	\$ 121,556	\$ 129,675	\$ 137,855	\$ 146,093	\$ 154,387	\$ 162,735	\$ 171,136	\$ -
Cash Available After Deferred Fee Payment			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash Available for Waterfall			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Available For Soft Loans	50.00%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ground Lease	0.00%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Acquisition Value Loan	57.50%	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Funds: City loan	42.50%	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Funds: CRDP - DDS	0.00%	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds: MHP	0.00%	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds: AHSC	0.00%	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Funds: Serna or NPLH or State HOME	0.00%	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CalHFA MIP	0.00%	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	0.00%	3.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Check	100%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Flow Available After Soft Loan Loans			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subordinate Deferred Developer fee	0.00%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Partnership Admin Fee (90% of Cash Flow)	90.00%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Flow Available after Partnership Admin Fee			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LP Distribution	99.99%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GP Distribution	0.01%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Remaining Cash Flow After Partnership Distribution			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Woodland II – Memorandum of Understanding Exhibit A

Pacific Southwest Community Development Corporation (PSCDC) is a non-profit affordable housing developer and provider of resident services with 26 years of experience. Currently PSCDC is the managing general partner and provider of services at 79 properties across 13 counties in California. This constitutes 7,500 residential affordable units where we provide on-site services to over 10,000 residents.

This proposal details the on-site services to be provided to the residents of Vista del Roble (phase I & II) Apartments that includes an After-School Program for children and educational, health and wellness and skill building classes for adults. All services will be provided at no charge to the residents.

The purpose of the services provided will be to empower the residents by building skills that will increase their self-sufficiency and enhance their quality of life. PSCDC understands that offering a variety of services to the residents is a very important benefit in addition to living in an attractive, safe, and well managed housing environment.

The role of PSCDC will be to a) identify and assess resident service needs, b) provide services as indicated, c) schedule and coordinate services, d) inform the residents of available services and resources and e) regularly analyze and evaluate the services for continuous improvement.

AFTER SCHOOL PROGRAMS FOR SCHOOL AGE CHILDREN

☐ **Homework Tutoring**

A weekly on-site after school educational program for children will be provided. The program will provide a quiet and comfortable space for children to work on their homework. The program will encourage young residents to stay in school, obtain their credentials and to prepare for higher education and employment opportunities. There will be an instructor present at each session to assist children with math, science, reading, vocabulary, research, and other school related assignments. This program will be administered by PSCDC.

☐ **Computer Enrichment Program**

The computer instructional program, geared toward children, will be provided on the use of hardware and software programs, and will be offered weekly on site. Special emphasis will be made to help students with school research and homework assignments using the computer. Sessions can range from learning the basics of computers to more advance and practical applications of computers. An instructor will be present at each session to teach the use of software, internet research, typing, email, etc. This program will be administered by PSCDC.

☐ **Arts & Crafts**

An arts and crafts instruction will be held weekly on site by an instructor to provide a fun and engaging classes for children. Through a variety of materials and resources, children will be able to interact and design creative and imaginative projects, individually and with other children. This class will be administered by PSCDC.

☐ **Reading Program**

A reading program will be offered on site to encourage children to read. Through a range of various fun activities, contests and lessons, children will work on building and understanding stories in a fun and supportive learning environment. This program will be administered by PSCDC.

PROGRAMS FOR ADULTS

- ☐ **Computer Lab**
It is recommended that a computer lab with up to four computers with internet access be provided by the Limited Partnership in the community room. The lab should be available to all the residents free of charge during normal business hours Monday thru Friday.
- ☐ **Computer Instruction**
Computer literacy sessions for adults and children will be offered with special emphasis on increasing the educational and employment potential of the residents. Other topics covered will include use of software, document formatting and internet research. These sessions will be administered by PSCDC.
- ☐ **English as a Second Language Instruction (ESL)**
ESL sessions will be offered on- site to provide residents with an interactive way to learn the English language. Using a variety of resources including workbooks and newspapers, residents will work with an instructor as well as each other to practice speaking, reading and writing in English. These sessions will be administered by PSCDC.
- ☐ **Financial Literacy Workshops**
Workshops on developing money management skills, wise use of credit, and fraud prevention and other financial literacy topics will be offered in conjunction with partner banks.
- ☐ **Health and Wellness Education**
Health and wellness educational workshops will be offered to the residents in conjunction with local health clinics and agencies.
- ☐ **Food Distribution Program**
A food distribution program will be made available on-site and free of charge to the residents. The purpose of this program is to help the residents with a supplemental source of food to meet their nutritional needs. This program will be administered by PSCDC in conjunction with local food banks and charitable organizations.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: G.20
SUBJECT: Introduce and Waive the First Reading of an Ordinance Revising Sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code

Recommendation for Action: Staff recommends the City Council introduce and waive the first reading of the ordinance revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

Staff Contact:

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

Background:

The purpose of this agenda item is to further clarify the definition of "Host" as anyone in possession of illegal fireworks, including:

1. An owner of any private residential or non-residential real property in the City; or
2. A person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or
3. A person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.

Discussion:

Code Amendments:

In April 2024 the Woodland City Council updated and adopted Chapter 8.20 of the Woodland Municipal Code. The chapter was updated to help curb the use of illegal fireworks by allowing anyone willing to report a violation of the ordinance, resulting in a \$1,000 fine per device. Since adoption, there has been a reduction in the use of illegal fireworks in our community. The proposed revision would further clarify that the \$1,000 fine may be applied to anyone in possession of illegal fireworks, and also further clarifies who may issue the civil penalty and fines.

Currently, "Safe and Sane" fireworks are only permitted to be used beginning on June 28th and ending on July 6th. The ordinance revision will further define the hours that "Safe and Sane" fireworks are permitted to be used and sold.

In addition to the aforementioned changes, there are several amendments to enhance clarity, following the recommendations of the City Attorney.

Conclusion:

Staff recommends the City Council introduce and waive the first reading of the ordinance revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

Prepared by: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. Proposed Ordinance - Update Ch 8.20 Title 8

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF WOODLAND AMENDING CHAPTER 8.20 TO
TITLE 8 “HEALTH AND SAFETY” OF THE
WOODLAND MUNICIPAL CODE RELATING TO
FIREWORKS**

WHEREAS, fireworks are dangerous to people and are known to routinely cause temporary and permanent injury to the person setting it off, spectators, and innocent or unknowing bystanders; and

WHEREAS, fireworks are dangerous to property and are known to routinely cause immense damage to personal property and real property by spiraling out of control, becoming projectiles breaking things and starting fires; and

WHEREAS, fireworks are dangerous to the public health, safety and general welfare for being known ignitions for wildfires, which the property in the State is increasingly susceptible to, an example of which is the recent Palisades fire likely to have been started by New Years fireworks that led to billions of dollars in damage, destroyed nearly 7,000 homes and damages over 1,000 homes; and

WHEREAS, State law and regulations, particularly the State Fireworks Law, Health and Safety Code section 12500 et seq., and State Fire Marshall regulations pertaining to fireworks, Title 19 California Code of Regulations, Chapter 6 “Fireworks”, generally prohibit the sale, offer for sale, possession, or discharge of fireworks, with few exceptions like for “Safe and Sane” fireworks; and

WHEREAS, cities are authorized to adopt regulations as strict or stricter than State law and regulations related to the sale and possession of fireworks; and

WHEREAS, the Council passed an ordinance related to fireworks sale and possession codified at City Municipal Code chapter 8.20 “Fire Prevention and Emergency Services”, sections 8.20.042 et seq., last updated in May 2024; and

WHEREAS, the City wishes to clarify and amplify certain terms, procedures, penalties, and liabilities in order to better address the illicit sale, offer for sale, possession, ignition, explosion, discharge, use, or display of fireworks, therefore staff prepared, in conjunction with the City Attorney, proposed amendments to Chapter 8.20; and

WHEREAS, balancing the need to protect people and property against the distinctive and historic enjoyment of fireworks, the Council wishes to allow for a narrow, defined, and regulated sale and use of Safe and Sane fireworks in the City while firmly controlling the proliferation of all other fireworks by making any people in possession, hosts of people in possession, and adults in control of minors in possession strictly liable for each and every firework device in possession, with narrow exceptions; and

WHEREAS, the proposed amendments to Chapter 8.20 of the City Municipal Code related to sale and possession of fireworks is exempt from environmental review in accordance with the California Environmental Quality Act, Public Resources Code section 21000 et seq. (“CEQA”), pursuant to CEQA Guidelines section 15061(b)(3), the “common sense” exemption, where it can be seen with certainty that there is no possibility that an ordinance to further prohibit and penalize the possession of fireworks may have a significant effect on the environment. Indeed, by passing this ordinance, the Council intentionally seeks to protect the environmental status quo as it currently exists thus, in the alternative, the project is also exempt pursuant to CEQA Guidelines section 15307, actions by regulatory agencies for protection of natural resources, and section 15308, actions by regulatory agencies for protection of the environment;

WHEREAS, the Council wishes to make the proposed amendments to Chapter 8.20 to protect the public health, safety, and general welfare from dangerous and illegal fireworks.

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

SECTION 1. Recitals. The recitals set forth above, including definitions contained therein, are true and correct and are hereby incorporated herein as if set forth in full in this Ordinance.

SECTION 2. Amendments. Chapter 8.20 of the City of Woodland Municipal Code is hereby amended to read as shown in **EXHIBIT A**, attached hereto and incorporated herein in full by reference.

SECTION 3. California Environmental Quality Act (CEQA). The City Council hereby finds that this project is exempt from environmental review in accordance with the California Environmental Quality Act, Public Resources Code section 21000 et seq. (“CEQA”), pursuant to CEQA Guidelines section 15061(b)(3), the “common sense” exemption, where it can be seen with certainty that there is no possibility that an ordinance to further prohibit and penalize the possession of fireworks may have a significant effect on the environment. Indeed, by passing this ordinance, the Council intentionally seeks to protect the environmental status quo as it currently exists thus, in the alternative, the project is also exempt pursuant to CEQA Guidelines section 15307, actions by regulatory agencies for protection of natural resources, and section 15308, actions by regulatory agencies for protection of the environment.

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 held on the 15th day of April 2025 and **PASSED 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:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney

EXHIBIT A

TRACKED CHANGES TO CHAPTER 8.20

CHAPTER 8.20

FIRE PREVENTION AND EMERGENCY SERVICES

...

§ 8.20.042. Fireworks prohibited generally.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display or explode any rocket, firecracker, roman candle, squib, torpedo, torpedo cane, fire balloon, wire core sparkler, wooden core sparkler, black cartridge or other combustible device or explosive substance, or any kind of fireworks, by whatsoever name known, within the City. The prohibition set forth in this section includes, without limitation, those fireworks classified as "dangerous fireworks" in the State Fireworks Law, Health and Safety Code Section 12500 et seq. Possession of fireworks in violation of this prohibition is subject to penalty including, but not limited to, citation as described in Section 8.20.060, fine, and civil and criminal liability.

§ 8.20.044. Public fireworks display—Exception.

Public displays of fireworks may be given with a written permit issued by the Fire Chief so long as such display takes place under the supervision and direction of a State of California licensed operator holding a valid license from the California State Fire Marshal and the Fire Chief.

§ 8.20.046. "Safe and sane" fireworks—Exception.

It shall not be unlawful to possess, sell, use, display or discharge within the City those fireworks as are defined and classified as "Safe and Sane" fireworks in Health and Safety Code Section 12500 et seq., during the period beginning at 12:00 noon on the 28th day of June and ending at 11:00 p.m. on the 5th day of July each year.

Usage of Safe and Sane fireworks may only be used between the hours of 7:00 a.m. 12 noon and 11:00 p.m. and between the 28th of June and 5th of July-5. Usage of Safe and Sane fireworks outside of the permitted timeframe will constitute a violation of this chapter and is subject to fines established in this Chapter 8.20. Section 8.20.052 (Host liability).

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

§ 8.20.050. Regulations specific to the sale of "Safe and Sane" fireworks.

- A. Sale of "Safe and Sane" Fireworks. The sale of "Safe and Sane" fireworks are is permitted in the City so long as in conformance with this section and subject to the State Fireworks Law, provisions of Sections 12500 to 12726 of the Health and Safety Code

section 12500 et seq. of the State of California; State Fire Marshal regulations pertaining to fireworks, Title 19 California Code of Regulations, Chapter 6; and the provisions under this section of the Woodland City Municipal Code; and any other laws, regulations, or orders in place at the time of sale. Sale, or offer to sell, "Safe and Sane" fireworks in violation of this section, or any other fireworks under any circumstances, is subject to penalty including, but not limited to, citation as described in Section 8.20.060, fine, and civil and criminal liability.

1. "Safe and Sane" fireworks, as defined in Section 12529 of the Health and Safety Code, may be sold within the City during the period beginning at 12:00 noon on the 28th day of June and ending at 11:00 p.m. the 4th day of July each year.
 2. Each and every package or carton and every individual item of unpackaged "Safe and Sane" fireworks that is offered for sale at retail, shall bear the State Fire Marshal's Seal of Registration and the license or registration number of the registrant.
- B. State License to Sell Fireworks. ~~License to sell fireworks r~~Required: no person shall sell or offer to sell fireworks within the City, either at wholesale or retail, without first obtaining a license to do so from the State Fire Marshal.
- C. City Permit to Sell Fireworks. ~~Permit to sell fireworks r~~Required:
1. No person shall sell fireworks within the City, either at wholesale or retail, without securing a permit from the Woodland Fire Department Community Risk Reduction Division.
 2. Each applicant for a permit shall file a written application with the Community Risk Reduction Division showing at least the following information:
 - a. Name, address and telephone of applicant(s);
 - b. Facts establishing the applicant's status as a qualified organization under the provisions of this chapter;
 - c. Names and addresses of the officers of the applicant;
 - d. Location where the applicant proposes to sell fireworks.
 3. Each applicant shall also meet the following requirements:
 - a. Applications shall be made no later than the first Tuesday in April of each year;
 - b. Applicants shall comply with all the requirements specified in the permit application.
 4. The permit shall be posted in a conspicuous place at the place of sale in the temporary stand, and shall be immediately available upon if requested.
- D. Permit Fee. The fee for each permit issued under the provisions of this chapter shall be in accordance with the current City of Woodland fee resolution.
- E. Liability Insurance Required. Each applicant for a permit to sell fireworks pursuant to this chapter shall have filed with the Community Risk Reduction Division Bureau of Fire Prevention, prior to the issuance of any permit, (1) a policy of public and product liability insurance with coverage of at least \$500,000 or \$1,000,000 per incident and (2) a policy of

property damage insurance with coverage of at least \$50,000, or a certificate showing such amounts of insurance, and naming the City of Woodland on both policies as an additional insured for the period the permit is in effect.

F. Eligible Applicant.

1. No permit shall be issued ~~under the terms of this section~~ except to a nonprofit corporation, or nonprofit unincorporated association, physically located within the City limits whose principal purpose is youth service or youth welfare and which is currently providing at least some of the same benefits for youth of the City of Woodland; including as illustrative of such an organization, but not limited thereto, the Girl Scouts, Boy Scouts, Babe Ruth League, Little League and the YMCA. ~~Permit applicants renewing from the previous year and who were not physically located within the City limits will be exempt from the requirement of this subject.~~
2. A minimum of 90% of profits from firework sales pursuant to the permit must be directly appropriated for youth activities. First-time permit applicants must submit a proposed financial statement showing anticipated profits and intended expenditures.—~~and~~ Rrepeat permit applicants must provide accounting documentation from the previous year's profits and expenditures. The Fire Chief, or designee, at his or her sole discretion, may make a determination on the sufficiency of the documentation. Failure to comply will result in denial of the permit application.

G. Number, Term, Transferability and Scope of Authority of Fireworks Permit. The number of available permits will be limited to one per 3,000 population based on the latest Census Bureau survey available to the City of Woodland. New permit applications will only be accepted where an opening exists within the established guidelines. If necessary, a lottery system will be used to fill permit vacancies. Only one permit to sell fireworks pursuant to this chapter shall be issued to an eligible applicant. The permit shall be valid only during the period beginning at 12:00 noon on the 28th day of June and ending at 11:00 p.m. on the 4th day of July each year and no permit shall be transferable, assignable or renewable. Each permit shall provide authority for sale of "Safe and Sane" fireworks by applicant at the location or premises designated on the permit.

H. Requirements for Place of Sale of Fireworks. Sale of "Safe and Sane" fireworks pursuant to this chapter shall be permitted only from within a temporary stand.—~~and~~ Ssale from any other building or structure is prohibited. Temporary stands shall be subject to the following provisions:

1. It is unlawful to sell fireworks to anyone under the age of 18 years of age.
2. No stand shall be located within 25 feet of any other building, nor within 100 feet of a location where gasoline or any other flammable liquids are stored or dispensed.
3. No stand shall have a floor area in excess of 750 square feet.~~and~~ The stand shall be constructed in a manner which will be safe for staff, attendants, and patrons, and all passersby. A stand smaller than 20 feet in length need only have one exist. A stand ~~Stands in excess of 20 feet in length~~ or longer shall have at least

two exits at least 20 feet apart, like on opposite ends of the stand; ~~any stands larger shall have an exit 20 feet between.~~

4. Each stand shall have two (2) two-and-one-half-gallon water fire extinguishers, in good working order and accessible for use at all times in case of fire.
5. All vegetation, trash, weeds, items, and combustible materials shall be cleared from the location of the stand for a distance of at least 30 feet in radius from the stand.
6. ~~Legal~~ "NO SMOKING" signs shall be posted on the stands with at least one per side.
7. Each stand shall have at least one adult 18 years of age or older in attendance and in charge thereof when the stand is being used for the sale or dispensing of fireworks. No person under the age of 18 shall be permitted within any fireworks stand at any time where there is the storage or sale of fireworks.
8. All unsold fireworks stock, trash and litter, signage, and other items associated with the business shall be removed from the stand ~~and the City~~ by 12:00 noon on the 6th of July-6.
9. The stand shall be removed from the temporary location ~~and all litter cleaned up~~ by 12:00 noon on the 12th of July-12.
10. Educational materials may be required to be handed out with the sale of all fireworks. The Community Risk Reduction Division will provide the materials in digital format and they must be printed and distributed at the cost of the permit holder. The Community Risk Reduction Division may require the posting of educational materials at each firework ~~booth~~stand. The educational material shall remain posted and unobstructed at all times while the ~~booth~~stand is in operation.

- I. Permit Revocation. Compliance with State Law, Violation of Chapter. ~~It shall be the duty of every holder of a permit issued pursuant to this chapter to~~ A permit holder, and its agents, shall at all times be aware of and comply with all provisions of Sections 12500 to 12726 of the the State Fireworks Law, Health and Safety Code section 12500 et seq., of the State and the rules and regulations of the State Fire Marshal regulations pertaining to fireworks, Title 19 California Code of Regulations, Chapter 6, and the conditions imposed by requirements of this chapter and the City Municipal Code, and by any conditions in the permit issued by the City Council, and any other laws, regulations, or orders in place at the time of sale. Violation of any such provisions shall constitute a material breach of the conditions of the permit and sufficient cause for the immediate revocation of said permit and as well as grounds to deny any subsequent application for a future permit.

§ 8.20.052. Host and minors liability.

- A. The following terms shall be defined as follows for the purposes of this section: The term "host" in this section shall mean any of the following:

1. "Host" means all of the following:

- a) An owner of any private residential or nonresidential real property in the City; or
- b) ~~Any~~ person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or
- c) ~~Any~~ person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.

2. “Minor” means any person under 18 years of age.

3. B. —“The term “Strictly liable” in this section shall means liability for a wrongful act regardless of a person's intent, knowledge, negligence, or lack thereof in committing the wrongful act.

BE. A host shall not permit a violation of this chapter at their property or gathering. Any host shall be strictly liable for any unlawful possession, ignition, explosion, discharge, use, or display of any fireworks in violation of this chapter on their property or at their gathering. More than one host may be liable for a single violation of this chapter. ; ~~except that~~ However, no person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this chapter occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering at which the violation occurs.

CD. Any person having the care, custody, or control of a minor, whether temporary or permanent, shall not permit the minor to violate this chapter and shall be strictly liable for any unlawful possession, ignition, explosion, discharge, use, or display of fireworks by the minor in violation of this chapter.

DE. Except as provided below in subsection EF, no host shall permit or allow another person on private property, or at a gathering on public property, where the host knows or reasonably should know that the person is engaged in an act in-a violation of this chapter.

EF. The provisions of this ~~This~~ section shall not apply to:

- 1. Conduct involving possession, ignition, explosion, discharge, use, or display ; ~~use, or discharge~~ of fireworks as permitted under Federal or State law; or
- 2. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or gathering in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.

FG. Violation of this section is subject to penalty including, but not limited to, citation as described in Section 8.20.060, fine, and civil and criminal liability. Chapter 9.20 and ~~Section 8.20.060 apply to a violation of this section, except that a violation of this section shall be subject to a fine of \$1,000. Each device (firework) possessed, ignited, exploded, discharged, used, or displayed constitutes a violation of this chapter and therefore is subject to a \$1,000 fine, for each device. Possession is defined as having direct or indirect custody and/or control of any Dangerous firework prohibited under~~

~~this chapter.~~

§ 8.20.060. Citation program—Issuance of citations and fines.

- A. The Fire Marshal~~Chief, or designee, and designated members of the Community Risk Reduction Division of the Woodland Fire Department, City code enforcement officers, City police officers, and other City officers designated by the Fire Chief~~ shall have the authority to enforce the provisions of this chapter, at their sole discretion~~have the discretionary duty to enforce a statute or ordinance made pursuant to Sections 853.5 and 853.6 of the State Penal Code and subject to the provisions hereof.~~
- B. Any violation of this chapter shall be grounds for civil citation and fine of \$1,000.00 per violation. Each individual firework device possessed, ignited, exploded, discharged, used, or displayed constitutes a violation of this chapter and, therefore, subject to a \$1,000 fine for each device. A host shall be strictly liable for each individual firework device on their property or at their gathering and, therefore, subject to \$1,000 fine for each device. A person in care, custody, or control, of a minor shall be strictly liable for each individual violation by the minor and, therefore, subject to \$1,000 fine for each violation. Multiple persons may be cited and fined for a single device.
- C. The citing officer is authorized to confiscate any and all fireworks, including Safe and Sane fireworks, in apparent violation of this chapter.

~~A person may be arrested without a warrant whenever the Fire Marshal or designated members of the Community Risk Reduction Division have reasonable cause to believe that the person to be arrested has committed, in their presence, a violation of a statute or ordinance, which he or she has the discretionary duty to enforce. The Fire Marshal or designated members of the Community Risk Reduction Division may issue a notice to appear and to release such a person on his or her written promise to appear in court pursuant to Section 853.5 or 853.6 of the State Penal Code, as applicable.~~

~~The Fire Marshal and designated members of the Community Risk Reduction Division will be the designated officers of the Woodland Fire Department to exercise such arrest and citation authority as to specified violation.~~

~~The Chief of the Woodland Fire Department shall establish and cause to be administered a special enforcement training program designed to instruct those members of the fire department who will exercise such arrest and citation authority, regarding the provisions of the statutes and ordinances to be enforced, the evidentiary prerequisites to proper prosecution for violation thereof, the appropriate procedures for making arrests or otherwise prudently exercising such arrest and citation authority and the legal and practical ramifications and limitation attendant thereto.~~

~~The Fire Marshal and designated members of the Community Risk Reduction Division shall be appropriately instructed to deposit executed citations or notices within the appropriate agency for filing with the court after review for legal sufficiency.~~



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: April 15, 2025
ITEM #: G.21
SUBJECT: City Council Priority Goals & Strategic Plan Update

Recommendation for Action: Staff recommends the City Council review and accept its updated Priority Goals and Strategic Plan

Staff Contact:

Ken Hiatt, City Manager, (530) 661-5800, ken.hiatt@cityofwoodland.gov

Fiscal Impact:

There is no direct fiscal impact associated with this recommendation. To the extent that identified priority projects and initiatives require resources beyond those currently appropriated, staff will return to City Council for subsequent actions as necessary.

Background:

Goals and priorities set by the City Council provide structure as the City assesses progress made to address the most important issues facing the community. Additionally, clear priorities help direct the City's limited resources towards those initiatives and programs that contribute most directly to the outcomes prioritized by the Council.

Discussion of and consensus on priorities, resource allocation, and key areas of focus among Council Members, City staff, and community members fuels progress towards these goals. To this end, the Council held a public Study Session on March 8, 2025 to review and update its Priority Goals and Strategic Plan for the coming year. Staff presented both narrative and quantitative updates on progress made in calendar year 2024 to assist in the discussion.

Discussion:

The March 8th Study Session resulted in proposed updates to the City Council's goals and strategic actions informed by the Council's review of progress on the prior two-year goals and consideration of challenges and opportunities on the horizon. With the context of increasing budgetary challenges ahead, the City Council's focus during the study session centered around strategies to manage costs, improve efficiencies, strengthen and diversify the local economy, as well as continue to cultivate stronger civic engagement in supporting the needs of our community. The updated City Council Priority Goals and Strategic Plan integrates the following proposed changes reflective of these considerations:

Improve Quality of Life

Initiatives Amended:

- Open new Woodland Aquatic Complex (*amended to reflect anticipated facility opening before end of 2025*);
- Expand the Community Enhancement Unit to beautify and maintain Woodland's streets, parks, facilities, and neighborhoods (*amended to reflect that Community Enhancement Specialist position was launched since the last Council Goals refresh and is now actively serving the community*);

- Complete remaining deferred maintenance improvements to the Library (*amended to reflect work on significant improvements at the Woodland Public Library are nearing completion*); and
- Monitor and ensure effective utilization of the East Beamer Way Campus to reduce homelessness in Woodland (*amended to shift focus from building out facilities to operational effectiveness*).

Priority Initiatives Added:

- Improve coordination with service providers and partner agencies to reduce the negative impacts of homelessness, both on the unhoused and the community's quality of life.

Focus on Economic Development & Downtown

Initiatives Amended:

- Support the establishment of a global center of innovation for food, agriculture, and health as a catalyst project for the Woodland Research & Technology Park (*moved to Priority, amended for accuracy and timeliness*);
- Evaluate downtown parking utilization and implement changes to continually improve management and user experience (*moved to Priority*);
- Improve communication with businesses in all areas and sectors (*moved to Priority*);
- Continue to partner with Yolo County in enforcing unpermitted street vendor activity while providing a pathway for vendors to become licensed and operate in conformance with codes (*moved from Priority to Continuing; reflects substantial progress on this item*);
- Advance pre-development of the Woodland Research & Technology Park (*amended for accuracy and timeliness*); and
- Complete comprehensive zoning update (*removed – effort completed in 2024*).

Priority Initiatives Added:

- Incentivize economic growth in sectors that generate substantial sales tax revenue.

Strengthen Public Safety & Infrastructure

Initiatives Amended:

- Complete design and cost estimating for the construction of a fire station at Gibson Road and Bourn Drive (*amended for accuracy*); and
- Evaluate industry best practices in public safety delivery models and identify potential opportunities to adapt and expand capacities, including a focus on staffing strategies and limiting reliance on overtime (*amended for specificity*).

Priority Initiatives Added:

- Reduce City utility costs by assessing and identifying strategies to increase efficiency and sustainability
- Conduct a comprehensive community engagement effort to build understanding of City services, finances, and budgetary limitations

- Cultivate community foundations to help support improved public services and programming

Conclusion:

Staff recommends the City Council review and accept its updated Priority Goals and Strategic Plan.

Prepared by: Spencer Bowen, Communication and Strategic Policy Manager

Reviewed by: Ken Hiatt, City Manager



Ken Hiatt
City Manager

Attachments:

1. Council Priority Goals & Initiatives 2025-26 04.15.25

City Council Priority Goals & Strategic Plan 2025-2026



CITY OF
WOODLAND
CALIFORNIA

300 FIRST STREET - WOODLAND, CA 95695



Improve Quality of Life

Preserve and enhance Woodland as an inclusive community and an exceptional place to live, learn, work, play, and engage for current and future generations

Key Strategies

- *Promote healthy and purposeful living*
- *Provide opportunities for youth to thrive*
- *Celebrate our diversity through multicultural events*
- *Continually reevaluate the effectiveness of programs and services*
- *Invest in cultural and recreational amenities*
- *Focus on sustainability and resiliency to climate change*

Priority Initiatives

- Open new Woodland Aquatic Complex
- Improve coordination with service providers and partner agencies to reduce the negative impacts of homelessness, both on unhoused folks and community quality of life
- Expand public arts and continue to grow multicultural activities including strengthen relationship with our Sister City
- Evaluate different models to deliver impactful, inclusive, and affordable programming
- Implement Equity Action Plan to ensure better access to City programs, services, and facilities
- Expand the Community Enhancement Unit (CEU) to beautify and maintain Woodland's streets, parks, facilities, and neighborhoods.
- Continue to partner with Yolo County Housing to take next steps in revisioning and revitalizing the Yolano-Donnelly and Armfield neighborhood
- Proactively pursue opportunities to increase senior housing
- In collaboration with concerned residents, evaluate and implement best enforcement and communications practices to reduce use and impacts of illegal fireworks

Continuing Initiatives

- Monitor and ensure effective utilization of the East Beamer Way Campus to reduce homelessness in Woodland
- Complete remaining deferred maintenance improvements to the Library
- Continue to expand access and affordability of City's youth programs
- Open Woodland Regional Park Preserve for public access and environmental education
- Neighborhood traffic calming
- Strengthen code enforcement

- Improve overall resident engagement
- Support and assist community groups in efforts to invest in recreational facilities



Focus on Economic Development & Downtown

Support a vibrant economy throughout town with a diverse economic base offering a range of employment opportunities and business services; Revitalize Downtown as the heart of the community and center of civic activity

Key Strategies

- Cultivate existing businesses
- Strengthen communications and relationships with entire business community
- Continue to develop Woodland as a visitor destination
- Expand digital and technology-based economy
- Develop workforce training initiatives in support of existing and future economy

Priority Initiatives

- Support the establishment of a global center of innovation for food, agriculture and health as a catalyst project for the Woodland Research & Technology Park.
- Facilitate stakeholder conversations focused on improving local workforce development initiatives
- Implement marketing, events, and promotions that drive increased business activity and hotel stays; Promote Woodland as a destination
- Focus on inclusive economic development and diversifying Woodland's job base through retention, expansion, and attraction of technology-based industries
- Partner with County Fair Mall ownership to develop new, viable reuse for the mall
- Evaluate downtown parking utilization and implement changes to continually improve management and user experience
- Improve communication with businesses in all areas and sectors
- Incentivize economic growth in sectors that generate substantial sales tax revenue

Continuing Initiatives

- Continue to partner with Yolo County in enforcing unpermitted street vendor activity while providing a pathway for vendors to become licensed and operate in conformance with codes
- Advance pre-development of the Woodland Research & Technology Park
- Support the construction of new industrial space
- Continue to promote The Food Front industry partnership
- Lighting, landscaping, and public art enhancements (with a focus on Downtown and expand throughout the community)



Strengthen Public Safety & Infrastructure

Ensure that Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that protects our community from risk and harm

Key Strategies

- *Continually assess public safety service delivery models*
- *Invest in programs that support youth and families*
- *Communicate and educate the public on neighborhood safety*
- *Ensure maintained infrastructure that complies with regulations*

Priority Initiatives

- Expand traffic and law enforcement patrol capacity and resources
- Educate public on the importance of flood safety and take steps necessary to advance flood protection project
- Complete design and cost estimating for the construction of a fire station at Gibson Road and Bourn Drive
- Mitigate congestion on E. Main Street and secure state and federal funding for 5/113 freeway connector and E. Main Street Neighborhood Livability project
- Upgrade the public safety radio system infrastructure to enhance communication and ensure timely and effective response of emergency services

Continuing Initiatives

- Continue to invest in projects to improve the efficiency and resiliency of the City's water system and overall public infrastructure
- Continue to leverage state and outside funding for reconstruction of major roadway corridors
- Advocate to State of California for maintenance of Cache Creek
- Continue to advocate for key legislative changes to criminal justice system
- Expand volunteer and neighborhood watch programs
- Evaluate industry best practices in public safety delivery models and identify potential opportunities to adapt and expand capacities, including a focus on staffing strategies and limiting reliance on overtime



Enhance Governance & Fiscal Responsibility

Promote a local government and city organization that is committed to transparency and fiscal responsibility while meeting the needs of the community with effective delivery of services and information

Key Strategies

- *Proactive communication of factual and relevant information*
- *Utilize City boards and commissions to effectively engage public*
- *Streamline budget process while maintaining transparency*
- *Regularly reassess effectiveness of government services*

Priority Initiatives

- Maintain balanced budget while strategically investing in projects and programs that yield fiscal, social, and/or environmental benefits
- Ensure timely and broad-based dissemination of information and seek input to continue to improve communication and engagement efforts
- Assess staff recruitment, retention, training, and data collection with a focus on diversity, equity, and inclusion
- Reduce/manage costs for services provided to, or received from, external agencies
- Evaluate new and innovative funding strategies to help the City continue to provide exceptional programs, services, and infrastructure.
- Establish funding mechanism to cover costs to comply with state stormwater quality mandates
- Reduce City utility costs by assessing and identifying strategies to increase efficiency and sustainability
- Conduct a comprehensive community engagement effort to build understanding of City services, finances, and budgetary limitations
- Cultivate community foundations to help support improved public services and programming

Continuing Initiatives

- Continue to strengthen alignment of City's boards, commissions, and advisory committees with Council priorities
- Improve collaboration with partner agencies and community organizations
- Improve and expand access to constituent services
- Invest in improved service delivery and organizational efficiencies
- Continue to work with labor groups to address budget priorities while ensuring adequate benefits
- Review the City's investment policy