



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

July 1, 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 recommend the City Council receive the Long Range Calendar for informational purposes only.

F. CONSENT CALENDAR

3. SUBJECT: City Council Meeting Minutes of June 3, 2025 and June 17, 2025

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of June 3, 2025 and June 17, 2025.

4. SUBJECT: Parks and Recreation Commission Meeting Minutes for May 2025

RECOMMENDATION FOR ACTION: Staff recommend the City Council receive the minutes from the May 19, 2025 Parks and Recreation Commission Meeting.

5. SUBJECT: Agreement with Woodland Police Officers' Association

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, implementing a one (1) year agreement (July 1, 2025 to June 30, 2026) with the Woodland Police Officers' Association as described herein. Resolution No. 7963, which was adopted on July 26, 2022, is hereby replaced and superseded in its entirety by this Resolution.

6. SUBJECT: Agreement with Woodland Police Supervisor's Association

RECOMMENDATION: Staff recommend the City Council adopt Resolution No. _____, implementing a one (1) year agreement (July 1, 2025 to June 30, 2026) with the Woodland Police Supervisors' Association as described herein. Resolution No. 7949, which was adopted on July 6, 2022, is hereby replaced and superseded in its entirety by this Resolution.

7. SUBJECT: Appoint Yolo County Public Agency Risk Management Insurance Authority Board Representative

RECOMMENDATION FOR ACTION: Staff recommend the City Council appoint Human Resources Manager Rachael Smith as the Alternate Representative to the Board of the Yolo County Public Agency Risk Management Insurance Authority.

8. SUBJECT: Approve Revised Job Description - Firefighter / Firefighter Recruit / Lateral Firefighter

RECOMMENDATION FOR ACTION: Staff recommend the City Council approve the updated job descriptions for the Firefighter Recruit, Firefighter, and Lateral Firefighter.

9. SUBJECT: Prudler Community Facilities District Annual Levy and Collection for Fiscal Year 2025/26

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, ordering the annual levy and collection of the

assessment within the Prudler Community Facilities District for Fiscal Year 2025/2026.

10. SUBJECT: Waiver of Second Reading and Adoption 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 recommend the City Council waive the second reading and adopt Ordinance No. _____, revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

11. SUBJECT: Award Contracts to West Coast Arborists, Inc. for Tree Pruning and Maintenance Services and Stump Grinding Services

RECOMMENDATION FOR ACTION: Staff recommend the City Council approve Resolution No. _____, authorizing the City Manager to 1) Execute a two-year tree pruning and maintenance services agreement with West Coast Arborists, Inc. in the amount not-to-exceed \$648,783 per year for July 1, 2025 to October 31, 2027 with the option to extend the agreement for up to three additional one-year terms; and 2) Execute a two-year maintenance service agreement for stump grinding services with West Coast Arborists, Inc. for July 1, 2025 to October 31, 2027 in the amount not-to-exceed \$15,000 per year.

12. SUBJECT: Approve an Agreement with West Yost Associates for the 2025 Urban Water Management Plan

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with West Yost Associates for the 2025 Urban Water Management Plan services, for an amount up to \$125,373 and authorize a contingency of up to 10% (\$12,537).

13. SUBJECT: Approve Contract Amendment No. 2 with LPA, Inc. for Architectural & Engineering Design Changes Related to the Woodland Aquatic Center Project, CIP 19-18

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, authorizing the City Manager to execute contract amendment number 2 with LPA, Inc. for design changes related to the Woodland Aquatic Center Project, CIP 19-18, in an amount not to exceed \$85,000.

G. PUBLIC HEARINGS

14. SUBJECT: Public Hearing - Gateway Lighting & Landscaping District

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Conduct a public hearing; 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report; and 3) Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

15. SUBJECT: Public Hearing - Gibson Ranch Lighting & Landscaping District

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1)

Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

16. SUBJECT: Public Hearing - North Park Lighting and Landscaping District

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

17. SUBJECT: Public Hearing - Spring Lake Lighting & Landscaping District

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Conduct a public hearing; 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/26 annual levy report; and 3) Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

18. SUBJECT: Public Hearing - West Wood Lighting and Landscaping District

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

19. SUBJECT: Public Hearing - Streng Pond Landscape Maintenance District

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

H. REPORTS OF THE CITY MANAGER

20. SUBJECT: Woodland Parklet Program Update and Policy Consideration

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Receive an update on the Woodland Parklet Program; 2) Adopt Resolution No. _____, approving a two-year extension of the Parklet Program to allow for those parklets in existence on July 1, 2025, to remain in place, subject to compliance with updated program requirements as provided for in Attachments 2 and 3, including a requirement that parklets on Main Street not take up more than one consecutive public parking space; and 3) Direct the City Manager to respond to the June 2025 Yolo County Civil Grand Jury Investigation per Penal Code Section 933.05 in a manner consistent with Attachment 4, and amended as needed, based on discussion and direction of the City Council at its July 1, 2025, meeting.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority meeting of the City of Woodland scheduled for July 1, 2025 was posted on June 27, 2025 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Sarah Lansburgh, CMC
City Clerk

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

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



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

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



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: E.2
SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommend 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

July 15th

REGULAR MEETING

Project Specific Maintenance Agreement for the Traffic Signal EVP Upgrades Project, CIP 24-11
Award Construction Contract for WPCF IPS and Grit System Project, CIP 24-12
Quarterly Salary Schedule Update
Award Construction Contract for the Downtown Parking Lot Rehabilitation Project, CIP 24-09 & First Street
Parking Lot Rehabilitation Project, CIP 24-13
Approve a Contract with Aquametrics for Water Meters & Software Services Component
Funding Request for WPCF MgOH, Hill Bros
Funding Request for WPCF Coagulant, San Joaquin Chemicals
Approve a Contract with RBI for WPCF Toxicity Testing
Tupelo Affordable Housing Funding Commitment
FY25/26 CDBG 5-Year Consolidated Plan/Annual Action Plan – Public Hearing
Waste Management Liens – Public Hearing
Weed Abatement Liens, Program Parcels Noncompliance – Public Hearing
Solid Waste Rate Adjustment – Public Hearing

July 16th – August 18th

COUNCIL SUMMER RECESS

August 19th

REGULAR MEETING

Police Department Semi-Annual Report
Fire Department Semi-Annual Report
Woodland Soccer Club – License Agreement Sports Park
Pacific Coast Producers – Development Agreement

Future Topics / Study Sessions:

Sewer Rate Study Presentation (TBD)
Water Rate Study Presentation (TBD)

Updated 6/27/2025



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.3
SUBJECT: City Council Meeting Minutes of June 3, 2025 and
June 17, 2025

Recommendation for Action: Staff recommends the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of June 3, 2025 and June 17, 2025.

Staff Contact:

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



Ken Hiatt
City Manager

Attachments:

1. 06.03.25 draft_minutes
2. 06.17.25 draft_minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, June 3, 2025

6:00 PM

City Council

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency Designated Representative: City Manager, City Attorney and Director of Administrative Services
Employee Organization: Woodland Police Officers Association and Police Supervisors Association

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:00 PM.

D. ROLL CALL

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

Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Luz Maria Robles.

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

F. COMMUNICATIONS - PUBLIC COMMENT

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Mayor Lansburgh invited public comment. No public comment was received.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

3. SUBJECT: Long Range Calendar

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

Received the Long Range Calendar for informational purposes only.

H. PRESENTATIONS

4. SUBJECT: Sacramento-Yolo Mosquito & Vector Control District 2025 Update

RECOMMENDATION FOR ACTION: Staff recommend the City Council receive an update from Luz Maria Robles, Public Information Officer for the Sacramento-Yolo Mosquito & Vector Control District regarding current mosquito control issues and what can be expected in the upcoming months relating to mosquitoes and West Nile virus.

Sacramento-Yolo Mosquito & Vector Control District Public Information Officer Luz Maria Robles gave the presentation, received comments and answered questions from Council.

I. CONSENT CALENDAR

Mayor Lansburgh invited public comment. Speaking from the public regarding Item I.5. were Whit Manley, Marie Perea, and Xochitl Rodriguez Murillo. No further public comment was received.

On a motion by Councilmember Vega, seconded by Councilmember Moreno and carried on a 5-0 vote, Council Members approved Consent Calendar Items No. 5 through 11.

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

NOES: None

ABSTAIN: None

ABSENT: None

5. SUBJECT: Proclamation Declaring June 2025 as "Pride Month"

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt a proclamation declaring June 2025 as "Pride Month".

Adopted a proclamation declaring June 2025 as "Pride Month".

CommuniCare+OLE Director of Behavioral Services Allison Rodriguez and Project Coordinator of Elevate Queer Yolo at Communicare+OLE Akello Sladen were in attendance to accept the Proclamation.

6. SUBJECT: City Council Meeting Minutes of May 13, 2025 and May 20, 2025

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt the minutes of the Joint Special City Council/Woodland Finance Authority Meeting of May 13, 2025 and the Joint Regular City Council/Woodland Finance Authority Meeting of May 20, 2025.

Adopted the minutes of the Joint Special City Council/Woodland Finance Authority Meeting of May 13, 2025 and the Joint Regular City Council/Woodland Finance Authority Meeting of May 20, 2025.

7. SUBJECT: Parks and Recreation Commission Meeting Minutes for April 2025

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the minutes from the April 28, 2025, Parks and Recreation Commission Meeting.

Received the minutes from the April 28, 2025 Parks and Recreation Commission Meeting.

8. SUBJECT: Waiver of Second Reading of an Ordinance Repealing Chapter 2.04, Article 1 "Council Meetings" of the Woodland Municipal Code and Adoption of a Resolution Approving a City Council Handbook

RECOMMENDATION FOR ACTION: Staff recommends the City Council 1) Waive the second reading and adopt Ordinance No. _____, repealing Chapter 2.04, Article 1, Sections 2.04.010 through 2.04.200 "Council Meetings" of the Woodland Municipal Code; and 2) Adopt Resolution No. _____, approving a City Council Handbook establishing updated City Council policies and procedures.

1) Waived the second reading and adopted ORDINANCE NO. 1737, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA REPEALING CHAPTER 2.04, ARTICLE 1, SECTIONS 2.04.010 THROUGH 2.04.200 OF THE WOODLAND MUNICIPAL CODE RELATED TO CITY COUNCIL MEETING PROCEDURES; and 2) Adopted RESOLUTION NO. 8493, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ADOPTING THE CITY COUNCIL HANDBOOK AND ESTABLISHING UPDATED CITY COUNCIL POLICIES AND PROCEDURES.

9. SUBJECT: Approval of a Budget Request to Appropriate Fleet Funds and Fleet Maintenance Contract Increases

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Adopt Resolution No. _____, to appropriate \$33,741 of Strike Team revenue from the General Fund, and appropriate \$193,259 of reserves collected from vehicle #828 in Equipment Replacement Fund 2012 to be transferred to the Fleet Maintenance Fund (2010), and appropriate the funding totaling of

\$227,000 from Fleet Maintenance Fund 2010 for contract services; 2) Adopt Resolution No. _____, approving the first amendment to an agreement with United Fleet Maintenance to increase the contract amount by \$12,000 for a total not to exceed amount of \$112,000; 3) Adopt Resolution No. _____, approving the first amendment to an agreement with Riverview International Trucks to increase the contract amount by \$140,000 for a total not to exceed amount of \$240,000; and 4) Adopt Resolution No. _____, approving the first amendment to an agreement with Golden State Emergency Services to increase the amount of the contract amount by \$75,000 for a total not to exceed amount of \$275,000.

1) Adopted RESOLUTION NO. 8494, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING FUNDS FROM THE STRIKE TEAM REVENUE ACCOUNT AND VEHICLE 828 FUND TO THE FLEET MAINTENANCE FUND (2010);

2) Adopted RESOLUTION NO. 8495, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO AN AGREEMENT WITH UNITED FLEET MAINTENANCE FOR MAINTENANCE AND REPAIR SERVICES FOR FIRE APPARATUS;

3) Adopted RESOLUTION NO. 8496, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO AN AGREEMENT WITH RIVERVIEW INTERNATIONAL TRUCKS FOR MAINTENANCE AND REPAIR SERVICES FOR FIRE APPARATUS; and

4) Adopted RESOLUTION NO. 8497, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO AN AGREEMENT WITH GOLDEN STATE EMERGENCY SERVICES FOR MAINTENANCE AND REPAIR SERVICES FOR FIRE APPARATUS.

10. SUBJECT: Approval of Campus Resource Officer Agreement Between the City of Woodland/Woodland Police Department and Yuba Community College District

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, to approve the Campus Resource Officer Agreement between the City of Woodland/Woodland Police Department and the Yuba Community College District for the provision of a full-time Campus Resource Officer at Woodland Community College, and authorize the City Manager to sign the Agreement.

Adopted RESOLUTION NO. 8498, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WOODLAND POLICE DEPARTMENT AND YUBA COMMUNITY COLLEGE DISTRICT FOR THE PROVISION OF A CAMPUS RESOURCE OFFICER, and authorized the City Manager to sign the Agreement.

11. SUBJECT: Approval of the List of Projects for FY 25/26 Funded by Senate Bill 1 Road Maintenance and Rehabilitation Account Funds

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, approving a list of projects for FY 25/26 funded by Senate Bill 1 Road Maintenance and Rehabilitation Account funds.

Adopted RESOLUTION NO. 8499, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A LIST OF PROJECTS FOR FY 25/26 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

J. REPORTS OF THE CITY MANAGER

12. SUBJECT: Woodland Tourism and Business Improvement District Annual Report and Resolution of Intention to Levy Annual Assessment for Fiscal Year 2025/2026

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Approve the Annual Report from the Advisory Board for the Woodland Tourism Business Improvement District; and 2) Adopt Resolution No. _____, with the intention to levy the annual assessment for Fiscal Year 2025/2026.

City Manager Ken Hiatt and Marketing & Business Relations Specialist Amanda Portier presented the item and answered questions from Council. Al Eby with VisitWoodland and the Woodland Hoteliers Group provided information on tourism activities planned for Fiscal Year 2025/2026 and received comments from Council.

Mayor Lansburgh invited public comment. No public comment was received.

On a motion by Mayor Pro Tem Stallard, seconded by Councilmember Garcia-Cadena and carried on a 5-0 vote, Council Members 1) Approved the Annual Report from the Advisory Board for the Woodland Tourism Business Improvement District; and 2) Adopted RESOLUTION NO. 8500, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2025/2026 WITHIN THE WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT (“WTBID”).

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

NOES: None

ABSENT: None

ABSTAIN: None

13. SUBJECT: Presentation of the FY2025/26 Proposed Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the proposed budget for Fiscal Year 2025/26.

City Manager Hiatt introduced the item. Director of Administrative Services Kim McKinney and Financial Services Manager Karie Farnham presented the item. Director McKinney, Manager Farnham and City Manager Hiatt answered questions from Council.

Mayor Lansburgh invited public comment. Speaking from the public was Steven M. No further public comment was received.

Received a presentation on the proposed budget for Fiscal Year 2025/26.

K. ADJOURN

Meeting adjourned at 7:37 PM.

Respectfully submitted,

Sarah Lansburgh, CMC, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, June 17, 2025

6:00 PM

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

Meeting called to order at 06:01 PM.

B. ROLL CALL

Council Members Present: Members Moreno, Garcia-Cadena, Vega and Mayor Lansburgh

Absent: Mayor Pro Tem Stallard

Excused: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Community Services Department Recreation Supervisor Eric Buechler.

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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.

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Mayor Lansburgh invited public comment. Speaking from the public was Mesena Pimental.

No further public comment was received.

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.

Verbal updates provided by Council Members/Staff.

Mayor Lansburgh invited the Summer at City Hall participants to introduce themselves. Woodland High School Social Studies teacher and athletic coach Javier Marin and Community Services Recreation Supervisor Eric Buechler were in attendance to provide comments on the program.

Mayor Lansburgh invited City Clerk Sarah Lansburgh to introduce City Manager/City Clerk Civic Fellow Sharada Mahesh and Community Development Department Management Analyst Marissa Kersey who were present for the meeting.

2. SUBJECT: Long Range Calendar

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

Received the Long Range Calendar for informational purposes only.

F. CONSENT CALENDAR

Mayor Lansburgh invited public comment. Speaking from the public was James Vorhees.

No further public comment was received.

On a motion by Councilmember Moreno, seconded by Councilmember Garcia-Cadena and carried on a 4-0 vote, Council Members approved Consent Calendar Items No. 3 through 12.

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

NOES: None

ABSENT: Mayor Pro Tem Stallard

ABSTAIN: None

3. SUBJECT: Proclamation Declaring June 19, 2025 as "Juneteenth"

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt a Proclamation declaring June 19, 2025 as "Juneteenth".

Adopted a Proclamation declaring June 19, 2025 as "Juneteenth".

Reverend Wayne Richardson was present to accept the Proclamation and provide comments on the item.

4. SUBJECT: Appointment of Members to Various Boards and Commissions

RECOMMENDATION FOR ACTION: Staff recommend the City Council appoint members to the various Boards and Commissions for specified terms, consistent with the recommendations of the Mayor and Mayor Pro Tempore.

Appointed members to the various Boards and Commissions for specified terms, consistent with the recommendations of the Mayor and Mayor Pro Tempore.

5. SUBJECT: Waste Management Delinquent Garbage/Refuse Accounts - Call for Public Hearing

RECOMMENDATION FOR ACTION: Staff recommend the City Council set a

Public Hearing for July 15, 2025 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

Set a Public Hearing for July 15, 2025 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

6. SUBJECT: Annual Appropriations Limit for Fiscal Year 2025/26

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, approving the City of Woodland's Fiscal Year 2025/26 Appropriations Limit.

Adopted RESOLUTION NO. 8501, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO SET THE APPROPRIATION LIMIT, IN ACCORDANCE WITH ARTICLE XIII-B OF THE STATE CONSTITUTION FOR FISCAL YEAR 2025/26.

7. SUBJECT: Resolutions of Intent to Levy Annual Assessments for Lighting and Landscaping Districts

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt fourteen (14) resolutions, Resolution No. _____ through Resolution No. _____, to 1) Initiate Proceedings for the Annual Levy and Collection of Assessments; 2) Preliminarily Approve the Engineer's Annual Levy Reports and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park, Spring Lake and Gateway Lighting and Landscaping Districts, and Streng Pond Maintenance District; and 3) Call for a Public Hearing on July 1, 2025.

Adopted fourteen resolutions, Resolution No. 8502 through Resolution No. 8515, to 1) Initiate Proceedings for the Annual Levy and Collection of Assessments; 2) Preliminarily Approve the Engineer's Annual Levy Reports and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park, Spring Lake and Gateway Lighting and Landscaping Districts, and Streng Pond Maintenance District; and 3) Call for a Public Hearing on July 1, 2025.

8. SUBJECT: Waiver of Second Reading and Adoption of an Ordinance Amending Woodland Municipal Code Title 16 "Subdivisions" Sections 16.08.020, 16.12.010, 16.12.020, and adding new Section 16.12.025 related to Small Lot Subdivisions with Residential Development

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Waive the second reading and adopt Ordinance No. _____, amending Woodland Municipal Code Title 16 "Subdivisions" Sections 16.08.020, 16.12.010, 16.12.020, and adding new Section 16.12.025; and 2) Find that the adoption of the proposed Ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17.

1) Waived the second reading and adopted ORDINANCE NO. 1738, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 16.08.020, 16.12.010, AND 16.12.020 OF THE CITY OF WOODLAND MUNICIPAL CODE; AND ADDING NEW SECTION 16.12.025; and 2) Found that the adoption of the proposed Ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17.

9. SUBJECT: Approve Sole Source Finding for the Grit System and Screw Pump Rehabilitation Project, CIP 24-12

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, determining and designating certain products, things, or services from a Sole Source are required in the Grit System and Screw Pump Rehabilitation Project, CIP 24-12, for the continued functionality of the City's Water Pollution Control Facility.

Adopted RESOLUTION NO. 8516, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DESIGNATING CERTAIN PRODUCTS, BRANDS, OR SERVICES PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400 FOR THE GRIT SYSTEM AND SCREW PUMP REHABILITATION PROJECT, CIP 24-12.

10. SUBJECT: Approve Amendment #1 to the Agreement with The Gualco Group for State Representation and Advocacy Services for Flood Mitigation for the Lower Cache Creek Flood Risk Reduction Project, CIP 22-16

Recommendation for Action: Staff recommend the City Council adopt Resolution No. _____, authorizing Amendment # 1 to extend The Gualco Group agreement for an additional 12 months for an amount not to exceed \$90,000.

Adopted RESOLUTION NO. 8517, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #1 WITH THE GUALCO GROUP FOR STATE REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD MITIGATION.

11. SUBJECT: Contract with the Woodland Joint Unified School District for School Resource Officer Services

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, authorizing the Chief of Police to execute a three-year contract with the Woodland Joint Unified School District for School Resource Officer Services during the school year.

Adopted RESOLUTION NO. 8518, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE POLICE CHIEF TO EXECUTE A 3-YEAR CONTRACT WITH THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES.

12. SUBJECT: Request for the Appropriation Of Reserve Balance and Approval to Purchase a Fleet Vehicle

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, 1) Authorizing the appropriation of \$100,000 from the City's reserve balance into Fund 2012 for the purpose of purchasing a replacement fleet vehicle; and 2) Approving the purchase of a fleet replacement vehicle for the water department totaling \$100,000.

Adopted RESOLUTION NO. 8519, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING THE APPROPRIATION OF RESERVE BALANCE AND APPROVAL TO PURCHASE A FLEET VEHICLE.

G. PUBLIC HEARINGS

13. SUBJECT: Woodland Tourism Business Improvement District Annual Assessment FY 2025/2026

RECOMMENDATION FOR ACTION: Staff recommend the City Council: 1) Hold a Public Hearing to receive testimony regarding the City Council's intention to continue the Woodland Tourism Business Improvement District; 2) Determine whether a legally sufficient protest is made; 3) If a legally sufficient protest is made, do not continue the annual assessment for the Woodland Tourism Business Improvement District for the 2025-26 fiscal year; or 4) If no legally sufficient protest is made, adopt Resolution No. _____, approving the Woodland Tourism Business Improvement District FY 2025-26 Budget and affirming the continuation of the annual assessment for the Woodland Tourism Business Improvement District for 2025-26 fiscal year.

Communication & Strategic Policies Manager Spencer Bowen presented the item to Council.

Mayor Lansburgh opened the public hearing. No public comment was received.

Mayor Lansburgh closed the public hearing.

On a motion by Councilmember Garcia-Cadena, seconded by Councilmember Vega and carried on a 4-0 vote, Council Members 1) Held a Public Hearing to receive testimony regarding the City Council's intention to continue the Woodland Tourism Business Improvement District; 2) Determined whether a legally sufficient protest was made; 3) If a legally sufficient protest is made, do not continue the annual assessment for the Woodland Tourism Business Improvement District for the 2025-26 fiscal year; or 4) If no legally sufficient protest is made, adopted RESOLUTION NO. 8520, A RESOLUTION OF THE CITY OF WOODLAND APPROVING THE WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT 2025-26 BUDGET AND AFFIRMING THE CONTINUATION OF THE ANNUAL ASSESSMENT OF THE DISTRICT FOR FISCAL YEAR 2025-2026.

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

NOES: None

ABSENT: Mayor Pro Tem Stallard

ABSTAIN: None

14. SUBJECT: Assembly Bill 2561: Local Public Employees Vacant Positions

RECOMMENDATION FOR ACTION: Staff recommend the City Council 1) Hold a public hearing; and 2) Receive the informational report on the City of Woodland Vacancies, and Recruitment and Retention Efforts Pursuant to Government Code Section 3502.3.

Acting City Manager Kim McKinney presented the item to Council.

Mayor Lansburgh opened the public hearing. Speaking from the public was James Vorhees.

No further public comment was received.

Mayor Lansburgh closed the public hearing.

Council Members 1) Held a public hearing; and 2) Received the informational report on the City of Woodland Vacancies, and Recruitment and Retention Efforts Pursuant to Government Code Section 3502.3.

H. REPORTS OF THE CITY MANAGER

15. SUBJECT: Approval of the Fiscal Year 2025/26 Budget

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, approving the Fiscal Year 2025/26 Annual Budget of \$225.1 million, and approving 327 full-time equivalent positions by classification.

Acting City Manager McKinney presented the item to Council.

Mayor Lansburgh invited public comment. Speaking from the public was Steven (no last name).

No further public comment was received.

On a motion by Councilmember Moreno, seconded by Councilmember Vega and carried on a 4-0 vote, Council Members adopted RESOLUTION NO. 8521, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET.

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

NOES: None

ABSENT: Mayor Pro Tem Stallard

ABSTAIN: None

16. SUBJECT: Approve an Agreement to Allocate Funds for the Reconnect @ Woodland Community College Program

RECOMMENDATION FOR ACTION: Staff recommend the City Council adopt Resolution No. _____, authorizing the City Manager to execute an agreement with Yuba Community College District, specifically Woodland Community College, to allocate funds for the Reconnect @ Woodland Community College program.

Acting City Manager McKinney introduced the item. Woodland Community College President Dr. Lizette Navarette presented the item and answered questions from Council.

Mayor Lansburgh invited public comment. Speaking from the public was James Vorhees.

No further public comment was received.

On a motion by Councilmember Vega, seconded by Councilmember Garcia-Cadena and carried on a 4-0 vote, Council Members adopted RESOLUTION NO. 8522, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE YUBA COMMUNITY COLLEGE DISTRICT THROUGH ITS COLLEGE WOODLAND COMMUNITY COLLEGE FOR THE RECONNECT @ WOODLAND COMMUNITY COLLEGE PROGRAM.

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

NOES: None

ABSENT: Mayor Pro Tem Stallard

ABSTAIN: None

17. **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 recommend 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.

Fire Chief Eric Zane introduced the item. Fire Marshal Matt Flint presented the item and answered questions from Council.

Mayor Lansburgh invited public comment. No public comment was received.

On a motion by Councilmember Moreno, seconded by Councilmember Garcia-Cadena and carried on a 4-0 vote, Council Members Introduced and Waived 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.

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

NOES: None

ABSENT: Mayor Pro Tem Stallard

ABSTAIN: None

I. ADJOURN

Meeting adjourned at 7:14 PM in memory of Corporal Albert Estrada, whose remains were returned from Korea to his family in Woodland after 74 years.

Respectfully submitted,

Sarah Lansburgh, CMC, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.4
SUBJECT: Parks and Recreation Commission Meeting Minutes
for May 2025

Recommendation for Action: Staff recommend the City Council receive the minutes from the May 19, 2025 Parks and Recreation Commission Meeting.

Staff Contact:

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

Discussion:

The minutes from the May 19, 2025, Parks & Recreation Commission meetings were approved at the last Parks and Recreation meeting on June 23, 2025.

Conclusion:

Staff recommend the City Council receive the minutes from the May 19, 2025 Parks and Recreation Commission Meeting.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Ferrara, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Parks and Recreation Commission Minutes May 19, 2025

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission Meeting –

Monday, May 19, 2025

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:30 pm.

B. ROLL CALL

Parks & Recreation Commissioners present: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, and Commissioner Carla White-Snyder

Absent:

Excused:

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. **SUBJECT: Approve Parks & Recreation Commission Meeting Minutes for April 28, 2025**

RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission approve the meeting minutes from the April 28, 2025 meeting.

On a motion by Vice Chair Adam Kirchgessner, seconded by Commissioner Magalean Martin and carried on a 5-0 vote, the Parks and Recreation Commissioners approved the Parks & Recreation Commission Meeting Minutes for April 28, 2025.

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

Noes: None

Absent:

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

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.

Staff provided information to the Commission regarding Community Services items on the City Council agenda on May 20, 2025.

G. PRESENTATION

H. BUSINESS ITEMS

2. Standing Committee Report

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

No updates were provided.

3. Approve Commissioner Absence Request

No requests were made.

I. REPORT OF THE STAFF

4. SUBJECT: Community Services Department Staff report for May 19, 2025

RECOMMENDATION FOR ACTION: The Parks & Recreation Commission will receive the CSD staff reports for May 19, 2025

The staff provided verbal updates.

5. SUBJECT: Community Services Department Quarterly Status Report for the Third Quarter FY25

RECOMMENDATION FOR ACTION: Staff recommends that the Parks and Recreation Commission receive the Community Services Department Quarterly Status Report for the Third Quarter of FY25.

The staff provided verbal updates.

J. NEXT MEETING

6. The next meeting of the Parks & Recreation Commission is scheduled for June 23, 2025.

K. ADJOURN

On a motion by Vice Chair Adam Kirchgessner, seconded by Commissioner Carla White-Snyder and carried on a 5-0 vote, Parks and Recreation Commissioners adjourned the meeting at 6:50 pm

Ayes: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarengi, Commissioner Carla White-Snyder

Noes: None

Absent:



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.5
SUBJECT: Agreement with Woodland Police Officers' Association

Recommendation for Action: Staff recommend the City Council adopt Resolution No. _____, implementing a one (1) year agreement (July 1, 2025 to June 30, 2026) with the Woodland Police Officers' Association as described herein. Resolution No. 7963, which was adopted on July 26, 2022, is hereby replaced and superseded in its entirety by this Resolution.

Discussion:

The staff report was not completed at the time of publication. A supplemental report will be completed once the staff report has been approved.

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

Ken Hiatt
City Manager

Attachments:

1. WPOA MOU July 2025-June 2026



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.5
SUBJECT: Agreement with Woodland Police Officers' Association

Recommendation for Action: Staff recommend the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2025 to June 30, 2026) with the Woodland Police Officers' Association as described herein. Resolution No. 7963, which was adopted on July 26, 2022, is hereby replaced and superseded in its entirety by this Resolution.

Staff Contact:

Rachael Smith, Human Resources Manager, (530) 661-5809, rachael.smith@cityofwoodland.gov

Fiscal Impact:

The current labor agreement for the Woodland Police Officers' Association (WPOA) covers salary and benefits for roughly 73 full-time equivalent positions at an annual cost of approximately \$14 million. The terms of the proposed new contract are expected to result in a 3.3% increase in total compensation over the one-year contract period. This increase will add approximately \$491,998 in total employee compensation costs. The majority of this bargaining group's costs are funded through the City's General Fund, with the balance funded through various special revenue funds and special sales tax Measures F and R.

Background:

The current labor agreement between the City and WPOA expired on June 30, 2025. In anticipation of this, the City began negotiating with WPOA on a successor labor agreement in March 2025, and reached a tentative agreement in late-June. The tentative agreement was presented to and ratified by the WPOA membership, and tonight's recommended Council action would formally ratify the terms of the new one (1) year agreement with WPOA.

Discussion:

The proposed agreement provides for increases in salaries and the cost of certain other benefits for covered employees while maintaining structural changes to the overall benefit package negotiated in prior agreements. The new contract also provides for ongoing stability in medical insurance rates, while at the same time providing adjustments reflecting anticipated cost of living adjustments and promoting retention and recruitment of employees.

The major terms of the contract are as follows:

Cost of Living Adjustments (COLAs)

- July 1, 2025 - 3.0%
- January 1, 2026 – 1.0% if the City's Bradley Burns sales tax revenues received for fiscal year 2024/2025 are more than \$16.6 million

One-Time Payment:

During the last pay period of the contract, each employee will receive a one-time, non-persable lump sum payment equal to two percent (2%) of their annual base salary.

Longevity Pay

Effective July 1, 2025:

- a. Employees with 10 years completed service will receive an additional two and one-half percent (2.5%) of base pay as a retention incentive
- b. Employees with 15 years completed service will receive an additional five percent (5%) of base pay as a retention incentive
- c. Employees with 20 years completed service will receive an additional seven and one-half percent (7.5%) of base pay as a retention incentive
- d. Pay increases are not cumulative

Medical Insurance

The City's contribution to medical premiums will remain unchanged for January 2026.

Tier	Employee Only	Employee + One	Employee + Family
January 1, 2026	\$1,046.74	\$2,196.80	\$2,808.66

Effective January 1, 2025, the Total Benefit shall be \$1,046.74 for Employee Only, \$2,196.80 for Employee Plus One, and \$2,808.66 for Family. These amounts will remain unchanged for January 2026. The annual Total Benefit is as shown in the table above. Employees who purchase medical through the City are not entitled to cash-back.

Conclusion:

Staff recommend the City Council adopt Resolution No. _____, implementing a one (1) year agreement (July 1, 2025 to June 30, 2026) with the Woodland Police Officers' Association as described herein. Resolution No. 7963, which was adopted on July 26, 2022, is hereby replaced and superseded in its entirety by this Resolution.

Prepared by: Rachael Smith, Human Resources Manager

Reviewed by: Kim McKinney, Administrative Services Director


Ken Hiatt
City Manager

Attachments:

1. WPOA MOU July 2025-June 2026

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WOODLAND POLICE OFFICERS' ASSOCIATION
OF THE
CITY OF WOODLAND

The City of Woodland and the Woodland Police Officers' Association, representing employees employed by the City of Woodland in the classifications of Police Officer, Community Services Officer, Crime Prevention Specialist, Senior Police Records Specialist and Police Records Specialist by and through their authorized representatives, hereby ratify as and for a Memorandum of Understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Police Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and Regulations and, thereafter, the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall in all cases be the primary source.

DATED: _____

David Shepard, President of the Woodland
Police Officers' Association

Representative of the
City of Woodland

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this 1st day of July 2025.

Mayor

RESOLUTION NO. ____.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF WOODLAND
AND THE
WOODLAND POLICE OFFICERS' ASSOCIATION**

TABLE OF CONTENTS

ARTICLE I - GENERAL PROVISIONS.....	5
1.1 Recognition	5
1.2 Term.....	5
1.3 Peaceful Performance	5
1.4 Salary Survey	5
1.5 Base Rate of Pay	5
1.6 Regular Rate of Pay	5
ARTICLE II – COMPENSATION.....	6
2.1 Salary	6
2.2 Uniform Allowance	6
2.3 Personal Property	7
2.4 City Equipment and Clothing Return	7
2.5 Call-Back Pay	8
2.6 Departmental Meetings and Training	8
2.7 Overtime Pay	9
2.10 On-Call Pay.....	11
2.11 Longevity Pay	11
ARTICLE III - SPECIAL ASSIGNMENTS	12
3.1 Field Training Officer	12
3.2 Corporal	12
3.3 Canine Officer.....	12
3.4 Bilingual Pay.....	13
ARTICLE IV - EDUCATIONAL INCENTIVE	13
4.1 POST Certificates	13
4.2 Training and Travel Expenses	14
ARTICLE V - MEDICAL AND RELATED BENEFITS.....	14
5.1 Medical Insurance.....	14

5.2	Medical Insurance Upon Retirement	15
5.3	Sick Leave.....	17
5.4	Dental Insurance	17
5.5	Vision/Optical	17
5.6	Life Insurance	18
5.7	Flexible Spending Account.....	18
5.8	Use of Tobacco Products	18
ARTICLE VI - LEAVES.....		18
6.1	Holidays	18
6.2	Vacation	18
6.3	Vacation Accrual	19
6.4	Vacation Accumulation	19
6.5	Sick Leave.....	19
6.6	Other Leave.....	19
6.7	Bereavement Leave.....	19
6.8	Catastrophic Leave Bank	19
ARTICLE VII - WORK HOURS.....		21
7.1	Sworn Schedule	21
7.2	Non-Sworn 4/10 Work Schedule	21
7.3	Non-Sworn 9/80 Work Schedule	21
ARTICLE VIII - LIGHT/LIMITED DUTY		23
8.1	Light/Limited Duty	23
ARTICLE IX - PERS RETIREMENT		24
9.1	PERS Retirement	24
9.2	Miscellaneous Members	25
ARTICLE X - EMPLOYMENT PROBATION.....		26
10.1	Probation	26
ARTICLE XI - MEMORANDUM OF UNDERSTANDING.....		27
11.1	No Discrimination.....	27
11.2	Modification.....	27
11.3	Separability of Provisions	27
ARTICLE XII - MANAGEMENT RIGHTS		28
12.1	Management Rights	28
ARTICLE XIII – AGENCY DUES DEDUCTION		29

13.1 Employees in Association.....	29
ARTICLE XIV – SEPARATION FROM SERVICE.....	30
14.1 Dismissal.....	30
14.2 Lay-Off	30
14.3 Interpretation.....	34
14.4 Mediation	34
ARTICLE XV – ASSOCIATION TIME BANK	35
15.1 Association Time Bank.....	35
ARTICLE XVI OTHER COMPENSABLE ITEMS.....	35
16.1 Other Compensable Items Not Set Forth Herein	35

ARTICLE I - GENERAL PROVISIONS

1.1 Recognition

- 1.1.1 The City recognizes the Woodland Police Officers' Association (WPOA) as the sole and exclusive representative for full time employees of the City of Woodland in the classifications of Police Officer, Community Services Officer, Senior Police Records Specialist, Crime Prevention Specialist, and Police Records Specialist.

1.2 Term

- 1.2.1 This Memorandum of Understanding (MOU) shall be in effect from July 1, 2025, and shall remain in full force and effect through 11:59 p.m. on June 30, 2026.

1.3 Peaceful Performance

- 1.3.1 The Association agrees that during the term of this Memorandum of Understanding the Association will not engage in, encourage, sanction, support, any:
- a. Strikes;
 - b. Mass resignations;
 - c. Mass absenteeism.
 - d. Picketing which would involve suspension of or interference with normal work of this department; or,
 - e. Any other similar actions, which could involve suspension of or interference with any work of this department.

1.4 Salary Survey

- 1.4.1 Total compensation survey shall be conducted prior to negotiations using the following cities: Davis, Lincoln, Lodi, Manteca, Rocklin, West Sacramento and Yuba City. The total compensation shall include and be limited to the following: top step salary, maximum education incentives, maximum POST Certificates, uniform allowance, maximum longevity, employee contribution to the Public Employees Retirement System paid on behalf of employee by employer, and employer contribution towards family medical, dental and vision insurance.

1.5 Base Rate of Pay

- 1.5.1 Base rate of pay is defined as the straight time (hourly) rate of pay, excluding premiums and incentives.

1.6 Regular Rate of Pay

- 1.6.1 Regular rate of pay is defined as the rate of pay paid to an employee which includes: longevity pay, FTO pay, corporal pay, bilingual pay, holiday in-lieu pay, POST and

education incentives, medical in-lieu pay, and any other premium pay as required by the Fair Labor Standards Act (FLSA).

ARTICLE II – COMPENSATION

2.1 Salary

2.1.1 All classifications shall receive the following salary increases:

- Effective July 1, 2025, three percent (3%) salary increase.
- Effective January 1, 2026, if the City's Bradley Burns sales tax revenues received for fiscal year 2024/2025 are more than \$16.6 million, then all classifications would receive a one percent (1%) salary increase.

2.1.2 Senior Police Records Specialist shall be benchmarked ten percent (10%) above Police Records Specialist.

2.1.3 During the last pay period of this agreement, each employee will receive a one-time, non-persable lump sum payment equal to two percent (2%) of their annual base salary.

2.2 Uniform Allowance

2.2.1 New Police Officers shall receive one set of Level IIIA soft body armor upon hire. The City will replace soft body armor within six (6) months prior to the expiration of the manufacturer's warranty.

2.2.2 The City shall provide each newly hired Police Officer, Community Service Officer and Police Records Specialist with a set of uniforms consisting of:

1. One Long Sleeve Shirt
2. Two Short Sleeve Shirts
3. Two Uniform Trousers
4. One Winter Jacket
5. One Pants Belt
6. Eight Shoulder Patches
7. Baseball Cap (Police Officers Only)
8. Beanie (Police Officers Only)
9. Raincoat (Police Officers Only)
10. One Pink Polo Shirt (Police Records Specialist Series Only)
11. Two Pink Uniform Patches (Police Officers and Community Services Officers Only)

In the event the City of Woodland mandates a uniform change the employees shall have eighteen (18) months to transition to the new uniforms. If the City requires the transition to be completed in less than eighteen (18) months, the City will incur the costs.

If the Chief or Police approves the Association's request for a uniform change, the change shall be implemented over six (6) months.

2.3 Personal Property

- 2.3.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced by the City of Woodland.
- 2.3.2 Personal property are those items necessary during job-related activities. Items include uniforms, eyewear, false teeth, cell phones, and watches.
- 2.3.3 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains, earrings, bracelets, and other jewelry.
- 2.3.4 The total payable claims for non-prescription glasses shall be \$100.00 and \$175.00 for prescription glasses per occurrence. The total payable claims for watches shall be \$50.00 per occurrence.
- 2.3.5 Personal property claims must have a police report or memo to the Chief of Police attached to the claim identifying loss or damage in the course of a law enforcement action.

2.4 City Equipment and Clothing Return

- 2.4.1 City furnished equipment remains in the ownership of the City and must be returned when employee leaves employment.
- 2.4.2 Safety Equipment Issued

The City shall provide each police officer the below listed safety equipment to use in the performance of their duties:

- 1. Handgun and ammunition
- 2. Handgun holster
- 3. Three handgun magazines and magazine holder
- 4. Taser and Taser holster
- 5. Sam Browne Belt and four keepers
- 6. Handcuffs and handcuff case
- 7. Radio and radio holder
- 8. Riot baton and baton holder

9. ASP and ASP holder
10. Pepper spray and pepper spray holder
11. Flashlight (rechargeable) and flashlight holder
12. Body armor (Level III A)
13. Riot helmet
14. Gas Mask and carrier

2.4.3 Disposition of Service Weapon

Upon a disability or service retirement each sworn employee shall be given the opportunity to purchase their issued service weapon without magazines, as long as they have a minimum of ten (10) years of service with the City. The purchase price of the service weapon shall be based on the following number or years of service to the City.

Years of Service	Cost of Weapon
10	\$100.00
15	\$ 50.00
20 or more	\$ 1.00

Purchasing the service weapon at the time of retirement may be denied for a psychological or stress related disability retirement.

The employee shall pay all transfer fees changing ownership from the City to the employee.

2.5 Call-Back Pay

- 2.5.1 Employees called back to duty or required to appear in court shall be compensated at one and one-half (1-1/2) times their regular rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.
- 2.5.2 Call-back minimum compensation shall not be provided to employees who are called back to correct incomplete or substandard work. Employees will not be called back to correct faulty work if the correction can reasonably await the start of the employee's next regularly scheduled shift. If an employee is called back to correct incomplete or substandard work, overtime shall be paid for actual time spent.

2.6 Departmental Meetings and Training

- 2.6.1 Employees on their day off who are required to attend a meeting or training, will be compensated at the rate of one and one-half (1-1/2) times their regular rate for a minimum of four (4) hours.

- 2.6.2 When an employee is required to attend a scheduled meeting on a regularly scheduled duty day and there is less than eight hours between the time an officer went off duty and their next regularly scheduled shift, compensation will be at the rate of one and one half (1-1/2) times their regular rate for a minimum of four (4) hours.
- 2.6.3 A required scheduled meeting requires personal notification to the employee at least forty-eight (48) hours prior to the meeting time.
- 2.6.4 Employees required to attend a scheduled meeting on a regularly scheduled duty day where the time of occurrence is contiguous with the beginning or ending of the employee's shift, will be compensated at the rate of one and one-half (1-1/2) times their regular rate for the actual time spent in attendance.
- 2.6.5 Contiguous means connected to the employee's regular duty schedule, or if the meeting or duty day were continued, it would have been contiguous to the employee's regular duty schedule and would be less than four (4) hours.
- 2.6.6 Employees required to attend a scheduled meeting on a regularly scheduled duty day where there has been more than eight (8) hours between the conclusion of their last duty shift and the scheduled meeting, shall be compensated at the rate of one and one half (1-1/2) times their regular rate of pay for a minimum of four (4) hours. However, in no event will an officer be compensated for more than would result if the meeting or assignment were scheduled in a way as to be contiguous with the officer's regularly scheduled shift. (Example: If an officer was off duty at 12 midnight and was required to attend a meeting at 1:00 p.m. which lasted until 2:00 p.m., and who was scheduled to return to work at 3:00 p.m., the maximum compensation allowable would be two (2) hours at one and one-half (1-1/2) times.)
- 2.6.7 If an employee volunteers for a committee assignment, and the particular committee is scheduled to meet on the officer's day off, the officer may attend the committee meeting and be compensated at one and one-half (1-1/2) times their regular rate for the actual time in attendance at the meeting.

2.7 Overtime Pay

- 2.7.1 Employees who work in excess of their regularly scheduled shift or forty (40) hours per workweek shall be compensated at a rate of one and one-half (1-1/2) times their regular rate of pay. All paid time shall count as time worked for purpose of calculating overtime.
- 2.7.2 The Department shall not cancel overtime without at least forty-eight (48) hours prior notice. If the Department cancels overtime with less than forty-eight (48) hours' notice, on an employee's regularly scheduled day off, the City shall pay the employee one hundred and forty dollars (\$140.00) for the cancellation. Only one occurrence can be claimed for any one day off.

If the overtime is cancelled with less than forty-eight (48) hours' notice and the overtime was on a regularly scheduled shift, the employee shall be paid at the rate of eighty dollars (\$80.00.00) per occurrence. Only one occurrence can be claimed per day. Over time assigned contiguous to the current shift and cancelled during the same shift shall not result in cancellation pay.

- 2.7.3 Overtime may be taken in cash or in the form of Compensatory Time Off (CTO). CTO time off shall be earned at the rate of time and one half to a maximum accrual of eighty (80) hours. Employees may elect to accrue CTO or be paid in cash.

2.8 Compensatory Time Usage

- 2.8.1 CTO requests shall be approved up to one (1) below minimum staffing. Any CTO requests which would cause the affected shift to be two (2) or more below minimum staffing would have to be backfilled by the employee before approved.
- 2.8.2 Requests for CTO must be made no earlier than fourteen (14) days in advance of the requested time off. In cases where overtime or additional staffing will be required to cover the absence, requests must be submitted no later than five (5) days in advance of the requested CTO. The Chief of Police or designee will respond within seventy-two (72) hours of having received the CTO request.
- 2.8.3 Once CTO is approved, authorization cannot be rescinded, except in the case of an emergency.

2.9 Court Appearance

- 2.9.1 If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will notify the employee by phone or text. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.

For the morning calendar, the employee must be notified by 5:00 p.m. the prior day for a 9:00 a.m. appearance. For hearings scheduled in the afternoon, the employee must be notified by 12:00 p.m. Afternoon cancellations and continuances will be made by 12:00 p.m.

- 2.9.2 The Court Liaison Unit is required to maintain accurate records of all subpoenas issued. These records include subpoenas canceled and continued. These records are presumed to be accurate based on the track record of the Court Liaison Unit. The Court Liaison Unit will forward a copy of their subpoena records weekly to the Day Shift Patrol Lieutenant or other designated person. These records will be used to verify claims for compensation for all court appearances. Employees who dispute Court Liaison records may rebut the presumption with proper proof to the Patrol Lieutenant. The Patrol Lieutenants findings are final.

- 2.9.3 If an employee makes an appearance for a case which has been canceled or continued and the message was delivered by the Court Liaison, the District Attorney or the Department representative to the employees' voice mailbox in the time frames described above, there is no compensation for that appearance.
- 2.9.4 If the subpoena was canceled with less than 48 hours' notice and the subpoena was issued for a regularly scheduled day off, compensation shall be paid at the rate of one hundred forty dollars (\$140.00) per occurrence. Only one occurrence can be claimed for any one day off.
- 2.9.5 If the subpoena was canceled on a duty day, but the employee was not on duty at the time of cancellation, compensation shall be paid at the rate of eighty dollars (\$80.00) per occurrence. Only one occurrence can be claimed per day.

2.10 On-Call Pay

- 2.10.1 Employees shall be available, as designated by a written schedule approved by the Chief of Police, or his designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for stand-by compensation shall be made only when an employee has been assigned to on-call.
- 2.10.2 Employees shall be paid five dollars (\$5.00) per hour for any hours assigned to on-call. During the time officers are being compensated for emergency call-back, on-call will not apply. On-Call duty requires that the officer:
 - a. Be ready to respond to calls for service;
 - b. Be reachable by telephone, or vehicle radio;
 - c. Remain a reasonable distance (60 minutes driving time) from the City; and,
 - d. Refrain from activities, which might impair the ability of the officer to perform the assigned duties.

2.11 Longevity Pay

- 2.11.1 Longevity Pay shall be earned as follows:

- a. Employees with ten (10) years completed service will receive an additional two and half percent (2.5%) of base pay as a retention incentive
- b. Employees with fifteen (15) years completed service will receive an additional five percent (5%) of base pay as a retention incentive
- c. Employees with twenty (20) years of completed service will receive an additional seven and one-half percent (7.5%) of base pay as a retention incentive
- d. Pay increases are not cumulative

ARTICLE III - SPECIAL ASSIGNMENTS

3.1 Field Training Officer

- 3.1.1 Employees in the assignment of Field Training Officer (FTO) pursuant to Police Department policy shall receive an additional seven and one-half percent (7.5%) of base rate of pay for the hours when they are assigned a trainee and/or performing FTO duties.
- 3.1.2 Employees designated as Field Community Services Officer who are assigned to training duties by the Chief of Police or designee shall receive an additional seven and one-half percent (7.5%) of their base pay for the hours when they are assigned a trainee and/or performing training duties.
- 3.1.3 Employees assigned as Field Training Officers shall not be assigned a trainee for training purposes in excess of one hundred twenty (120) consecutive days. In determining the one hundred twenty (120) consecutive days, interruptions of seven (7) or less days, including excused absences by the trainee, shall be included in the total calculation of days.
- 3.1.4 A one hundred twenty (120) consecutive day period shall be followed by a minimum of thirty (30) consecutive days without a trainee. During this time, a Training Officer may be assigned to other Field Training Officer administrative functions.
- 3.1.5 The Chief of Police may declare that exigent circumstances exist and may override the one hundred twenty (120) day maximum training limitation in order to avoid leaving a trainee without a trainer. It would be the Department's intent to take reasonable steps to insure any such declarations are the exception, rather than the rule.

3.2 Corporal

- 3.2.1 The Chief of Police may assign officers to the position of Corporal for which they will be compensated an additional five percent (5%) of base rate of pay for the duration of the assignment.

3.3 Canine Officer

- 3.3.1 Employees assigned to work as Canine Officers shall receive additional compensation at the rate of three and one-half (3.5) additional hours of overtime pay per week. This pay is recognition of the additional hours required of employees assigned to care for a City dog. City and Association mutually agree that the additional three and one-half (3.5) hours pay does represent reasonable compensation for the additional task required. No employee shall work more than three and one-half (3.5) hours in performing Canine Officer duties without the express direction of their supervisor.

3.4 Bilingual Pay

- 3.4.1 The City shall maintain the existing bilingual policy. Employees who are bilingual shall receive two hundred (\$200.00 dollars) dollars per month. City will explore the addition of other languages as appropriate, including sign language.

3.5 Shift Differential

- 3.5.1 All employees who are regularly assigned to work the swing shift shall receive a shift differential in the amount of an additional two percent (2%) of their base rate of pay for all regularly scheduled hours worked on the swing shift.

All employees who are regularly assigned to work the graveyard shift shall receive a shift differential in the amount of an additional three percent (3%) of their base rate of pay for all regularly scheduled hours worked on the graveyard shift.

All employees who are assigned to the patrol cover shift shall receive the graveyard shift differential in the amount of an additional three percent (3%) of their base rate of pay for all regularly scheduled hours worked on the patrol cover shift.

3.6 Senior Motor Officer and Senior Detective

- 3.6.1 Employees assigned to Senior Motor Officer or Senior Detective positions will be compensated an additional five percent (5%) of base rate of pay for the duration of the assignment.

ARTICLE IV - EDUCATIONAL INCENTIVE

4.1 POST Certificates

- 4.1.1 Employees shall receive an additional two and one-half percent (2.5%) of base rate of pay for holding a POST Intermediate certificate.
- 4.1.2 Employees shall receive an additional four percent (4%) of base rate of pay for holding a POST Advanced certificate.
- 4.1.3 Employees shall receive an additional two and one-half percent (2.5%) of base rate of pay for having a bachelor's degree.
- 4.1.4 Upon completion of any course required for any of the certifications or degrees listed under this section, the employee will be eligible for the related incentive payment. Retroactive payment will be limited to 120 days.

4.2 Training and Travel Expenses

- 4.2.1 Employees in training, will convert the time spent in training, the travel time to and from the training and any additional hours required by the training to replace their normal duty hours. If the employee is required to produce any other work not related to the training while away on training the employee shall be paid for that work at one and one half (1 1/2) times their regular rate of pay for the time actually worked. This will be agreed upon by the division commander and the employee prior to the training leave.
- 4.2.2 At the discretion of the department, the employee shall be given their normal days off either before or after the training period to total the normal number of days off in that month's work cycle.
- 4.2.3 The City will determine the mode of transportation that will be used by the employee attending the out-of-town training. This mode may be by airplane, train, bus, taxi, ride-share, rental vehicle, City vehicle, or the employee's personal vehicle. If the employee drives their personal vehicle, the employee will be paid for the actual mileage driven by the employee to the lodging, and/or the training facility. If the employee stays overnight at a lodging facility, the employee will be paid mileage to and from the lodging facility and the training facility, each day. The rate of pay will be as determined by the City. No other transportation costs will be paid by the City. If the employee chooses to drive their own vehicle, they will be compensated in accordance with the Travel Policy up to a maximum of current air fare to the destination or on a per mile basis, whichever is less. If training is reimbursed by POST, employees may get the maximum rate for mileage by either POST or the City, whichever is greater.

Meals while away on training will be provided as agreed upon in the City's Travel and Travel Reimbursement Policy.

ARTICLE V - MEDICAL AND RELATED BENEFITS

5.1 Medical Insurance

- 5.1.1 The City shall make available to all employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

Effective	Employee Only	Employee Plus One	Family
January 1, 2025	\$1,046.74	\$2,196.80	\$2,808.66
January 1, 2026	\$1,046.74	\$2,196.80	\$2,808.66

- 5.1.2 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: Effective January 1, 2025, the Total Benefit shall be \$1,046.74 for Employee Only, \$2,196.80 for Employee Plus One, and \$2,808.66 for Family. These amounts will remain unchanged for January 2026. The annual Total Benefit is as shown in the table above. Employees who purchase medical through the City are not entitled to cash-back.

Note 4: Employees hired before July 1, 2006, who qualify for the “employee” only tier shall receive a total benefit equal to the “employee plus one” tier.

- 5.1.3 If the CalPERS PORAC rate increase by more than ten percent (10%) in any given year, the City shall increase “Note 3” by fifty percent (50%) of the amount over the ten percent (10%) increase. (This provision will not be applicable for calendar year 2026.)

- 5.1.4 Employees who provide proof of dual coverage under CalPERS or other qualified medical insurance program may decline to accept medical coverage and receive medical in lieu. Employees who received medical in lieu of \$565 per month as of July 1, 2017, shall continue to receive \$565 per month; all other employees shall be eligible for medical in lieu of \$405 per month.

- 5.1.5 Retirees who qualify for Medicare who enroll in CalPERS medical insurance must enroll in a CalPERS supplemental medical Plan.

5.2 Medical Insurance Upon Retirement

- 5.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan.

- 5.2.2 For employees who were hired before July 1, 2006, with five (5) or more years of continuous City service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for

continued health and life insurance coverage subject to the following terms and conditions:

- 5.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;
- 5.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in Note 3.
 - 5.2.2.2.1 Retirees who were hired prior to July 1, 2006, have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.
- 5.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;
- 5.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible.
- 5.2.3 Employees who were hired on or after July 1, 2006, will receive medical insurance benefits in retirement as follows:
 - 5.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in Note 1.
 - 5.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax-deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.
 - 5.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.
 - 5.2.3.2.2 Contributions: The City shall contribute one-hundred dollars (\$100.00) per month to the employee's RHSP account; likewise, the employee shall contribute fifty dollars (\$50.00) per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of one-hundred dollars (\$100.00) per month for each month served in the employee's initial probation.

5.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

5.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 5 hours per month (versus 10 hours) with the value of 5 hours of salary being contributed to the employee's RHSP account.

5.3 Sick Leave

5.3.1 Sick Leave Accumulation

Employees earn and accumulate sick leave at the rate of ten (10) hours per month. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit an employee may accrue.

5.3.2 Use of Sick Leave

5.3.3 An employee eligible for sick leave is granted such leave for the following reasons:

- Non-service-related illness or injury to the employee or physical or mental incapacity of the employee due to non-service-related illness or injury.
- Medical, dental office or hospital visits for examination, diagnosis, or treatment.
- Up to 48 hours sick leave off with pay may be granted in the event of illness or disability or birth or adoption of a child of the employee's immediate family.

5.4 Dental Insurance

5.4.1 The City will maintain the Delta Dental insurance program.

5.5 Vision/Optical

5.5.1 The City agrees to provide vision insurance to employees with a fifteen-dollar (\$15.00) deductible.

5.6 Life Insurance

- 5.6.1 The City agrees to provide life insurance to employees with minimum benefit payable of fifty thousand dollars (\$50,000).

5.7 Flexible Spending Account

- 5.7.1 The City agrees to maintain in effect a qualified plan under Internal Revenue Code Section 125 for using standby-taxed dollars for payment of child care expenses, dependent care expenses, as well as health, dental or other related qualifying expenses.

5.8 Use of Tobacco Products

- 5.8.1 Employees hired after July 1, 2006, shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE VI - LEAVES

6.1 Holidays

- 6.1.1 Employees will receive 8.3 hours per month of vacation leave in lieu of holiday time off. The use and limitations of this additional leave is subject to the same rules and regulations pertaining to vacation leave.
- 6.1.2 If during the term of this Agreement the City Council officially recognizes any new dates as City holidays the City shall increase the vacation leave totals of each represented employee by a corresponding number of hours.

6.2 Vacation

- 6.2.1 Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for two (2) weeks of the accrued time, provided that they are taking at least one (1) consecutive week of vacation time off. Payment will be made at the straight time rate. No employee may buy-out more than two (2) weeks of vacation per fiscal year.

6.3 Vacation Accrual

6.3.1 Vacation accrual for employees shall be as follows:

<u>Years of Service</u>	<u>Earned per Month</u>
0 to 3 years	6.7 hours
4 to 5 years	8.7 hours
6 to 10 years	10 hours
11 to 15 years	12 hours
16 and over	14 hours

6.4 Vacation Accumulation

6.4.1 Employees with less than ten (10) years of service may carry a vacation leave balance of no more than three hundred twenty (320) hours past January 1 of each year. Employees with ten (10) years of service or more may carry a vacation leave balance of no more than three hundred eighty-four (384) hours past January 1 of each year.

6.4.2 Vacation schedules shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been earned.

6.5 Sick Leave

6.5.1 No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service illness or injury.

6.6 Other Leave

6.6.1 All other leave is provided for in the Personnel Rules and Regulations.

6.7 Bereavement Leave

6.7.1 In the event of a death in the employee's immediate family, an employee may be granted time off charged to sick leave not to exceed five (5) working days.

6.8 Catastrophic Leave Bank

6.8.1 Employees may donate vacation, CTO or holiday leave to Catastrophic Leave Bank. Employees may receive donated time when:

- a. The receiving employee faces financial hardship due to injury or prolonged illness, or due to the injury and/or prolonged illness of the employee's spouse or member of their immediate family; and
 - b. The receiving employee has exhausted all leaves.
- 6.8.2 The transfer of vacation, CTO, or holiday leave credits must be made in one (1) hour increments or more. Employees who choose to donate must complete and sign the Donation of Vacation Leave and/or Administrative Time off to Employee Form. Donations are irrevocable.

ARTICLE VII - WORK HOURS

7.1 Sworn Schedule

- 7.1.1 Sworn employees shall work the 4/10 work schedule consisting of four (4) consecutive days of ten (10) hours per day. All days off shall be consecutive.
- 7.1.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours' notice.
- 7.1.3 Paid leaves shall accrue at the current hourly rate. Time off shall be changed based upon the hours missed, i.e., one day equals ten (10) hours.

7.2 Non-Sworn 4/10 Work Schedule

- 7.2.1 CSOs assigned to Patrol and Investigations shall work the 4/10 work schedule consisting of four (4) consecutive days of ten (10) hours per day. All days off shall be consecutive.
- 7.2.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours' notice.
- 7.2.3 Paid leaves shall accrue at the current hourly rate. Time off shall be changed based upon the hours missed, i.e., one day equals ten (10) hours.

7.3 Non-Sworn 9/80 Work Schedule

- 7.3.1 Non-Sworn employees shall work the 9/80 work schedule consisting of forty hours each week, each week consists of four (4) days of nine (9) hours per day and one (1) eight (8) hour day which shall be split between work weeks at 4 hours for each work week. All days off shall be consecutive.
- 7.3.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours' notice.
- 7.3.3 Paid leaves shall accrue at the current hourly rate.

7.4 Lunch Periods

- 7.4.1 Sworn employees shall receive a paid lunch period.
- 7.4.2 CSOs assigned to patrol shall receive a paid lunch period.

- 7.4.3 When the Police Department building is staffed 24 hours a day, seven days a week, non-sworn employees shall receive a paid thirty (30) minute lunch break. In the event the building's standard operating hours are less than 24/7, non-sworn employees shall receive an unpaid thirty (30) minute lunch period. Employees must have supervisor approval to work through their lunch period.

7.5 Alternate Work Schedules

- 7.5.1 In addition to the 4/10 or 9/80 work schedules, the Chief of Police may establish alternate work schedules.
- 7.5.2 For purposes of this section, alternate work schedules shall include, but not be limited to:
- 7.5.2.1 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work in no fewer than eight (8) workdays, and with no more than ten (10) hours scheduled on any work day.
- 7.5.2.2 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during five (5) workdays at other than traditionally scheduled hours for the assigned shift.
- 7.5.2.3 Other schedules approved by the Chief of Police.
- 7.5.2.4 Alternate work schedules may be discontinued by the Chief of Police at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of affected employees, the Chief of Police shall meet and confer over the discontinuance of an alternate work schedule prior to terminating the schedule.

ARTICLE VIII - LIGHT/LIMITED DUTY

8.1 Light/Limited Duty

- 8.1.1 When due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform their usual duties, the employee may work in a light/limited duty capacity if the department determines such work is available.
- 8.1.2 An employee may work light/limited duty only upon authorization of the employee's attending physician or a properly appointed City physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.
- 8.1.3 If light/limited duty is available, and the employee is cleared by an attending physician, or a properly appointed City physician to perform such work, the employee shall accept light/limited duty. Every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which they are assigned for up to a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the department.

ARTICLE IX - PERS RETIREMENT

9.1 PERS Retirement

9.1.1 The City will continue its participation in the Public Employee's Retirement System (CALPERS).

9.1.2 Tier-1 Police Safety Members.

9.1.2.1 Police Safety Members hired on or before June 1, 2012, shall receive the 3% @ 50 formula, highest twelve (12) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option and Military Service Credit as Public Service.

9.1.2.2 These Police Safety Members shall pay the employees share of nine percent (9%) plus four point eight-eight-seven percent (4.887%) of the employer contribution via PERS contract amendment and another three (3%) percent of the employer share for a total of sixteen point eight-eight-seven percent (16.887%), on a pre-tax basis.

9.1.3 Tier-2 Police Safety Members.

9.1.3.1 Police Safety Members hired after June 1, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, shall receive the 3% @ 55 formula, highest thirty-six (36) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

9.1.3.2 These Police Safety Members shall pay the employees share of nine percent (9%) plus four point eight-eight-seven percent (4.887%) of the employer contribution via PERS contract amendment and another three (3%) percent of the employer share for a total of sixteen point eight-eight-seven percent (16.887%), on a pre-tax basis.

9.1.4 Tier-3 Police Safety PEPRA Members

9.1.4.1 New Police Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 formula, thirty-six (36) months for final compensation determination the Fourth Level of the 1959 Survivor's Benefit Unused Sick Leave Credit option and Military Service as Public Service.

9.1.4.2 These Police Safety Members will pay half the total normal cost as determined annually CalPERS on a pre-tax basis.

9.2 Miscellaneous Members

9.2.1 The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

9.2.2 Tier-1 Miscellaneous Members

9.2.2.1 Miscellaneous Members hired on or before December 5, 2012, shall receive the 2.7% @ 55 formula the Fourth Level of the 1959 Survivor's Benefit, highest twelve (12) months for final compensation determination, Military Service Credit as Public Service and the Unused Sick Leave Credit option.

9.2.2.2 These Miscellaneous Members shall pay the employees share of eight percent (8%) plus six percent (6%) of the employer contribution via PERS contract amendment for a total of fourteen percent (14%), on a pre-tax basis

9.2.3 Tier-2 Miscellaneous Members

9.2.3 Miscellaneous Members hired after December 5, 2012, and before January 1, 2013 or Classic Members as defined by CalPERS shall receive the 2% @ 60 formula the Fourth Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination Military Credit as Public Service, and the Unused Sick Leave Credit option.

9.2.3.2 These Miscellaneous Members shall pay the employees share of eight percent (8%) plus six percent (6%) of the employer contribution via PERS contract amendment for a total of fourteen percent (14%), on a pre-tax basis.

9.2.4 Tier-3 Miscellaneous PEPPRA Members

9.2.4.1 New Miscellaneous Members as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2% @ 62 formula the Fourth Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

9.2.4.2 These Miscellaneous Members will pay half the total normal cost as determined by CalPERS on a pre-tax basis.

ARTICLE X - EMPLOYMENT PROBATION

10.1 Probation

- 10.1.1 New and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.
- 10.1.2 The probationary period for new (Sworn) employees shall be one (1) year following successful completion of Police Academy training. The probationary period for new (non-sworn) employees shall be one (1) year. Merit increases from initial hire step to the next step will occur after twelve (12) months on the basis of merit.
- 10.1.3 Any employee who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause. The probationary period for promoted employees shall be twelve (12) months.
- 10.1.4 The Police Chief may extend the probationary period in three (3) month increments not to exceed one (1) year if he feels additional time is necessary to adequately evaluate the employee.

ARTICLE XI - MEMORANDUM OF UNDERSTANDING

11.1 No Discrimination

- 11.1.1 The City and Association both agree not to discriminate against any employee because of membership or non-membership in the Association or because of any activities or lack of activity on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, sex, national origin, age, physical handicap, or mental handicap which does not prevent an employee from meeting the minimum standards established.

11.2 Modification

- 11.2.1 There will be no alteration or modification of any provision contained in this Memorandum without the consent of all parties hereto.

11.3 Separability of Provisions

- 11.3.1 Should any section, clause or provision of this Memorandum be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE XII - MANAGEMENT RIGHTS

12.1 Management Rights

- 12.1.1 Nothing contained in this Memorandum of Understanding shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights: to determine the mission of its constituent department, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which government operations are to be conducted; to take all necessary actions to carry out its mission in emergencies, including overtime; and to exercise complete control and discretion over the technology of performing the work. City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications.
- 12.1.2 The exercise by the City of the rights in the above paragraph does not preclude employees or their recognized organizations from filing a grievance regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XIII – AGENCY DUES DEDUCTION

13.1 Employees in Association

- 13.1.1 Following receipt of written certification from the Association that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit monthly to the Association dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be submitted to the Woodland POA at the end of each month.

The written certification from the Association for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the Association. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall cease, within thirty (30) calendar days, Association dues deductions from the employee's paycheck.

An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association's dues. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

Hold Harmless: The Association shall indemnify, defend, and hold harmless the City, its employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Union dues which the employee was obligated to pay but failed to pay regardless of the reasons.

ARTICLE XIV – SEPARATION FROM SERVICE

14.1 Dismissal

An employee in the classified service may be dismissed by the Appointing Authority as provided for in the personnel rules. Whenever it is the intention of the Appointing Authority to dismiss an employee in the classified service, the Assistant City Manager shall be notified.

14.1.1 Non-Disciplinary Dismissal

14.1.1.1 Inability to Perform Job Functions/Fitness for Duty. An employee with a disability (including a disability related to use of alcohol or drugs) or other condition which render the employee unable to perform the essential functions of his or her job with reasonable accommodation.

14.1.2 Disciplinary Dismissal. Shall be as set forth in Personnel Rule 14.

14.2 Lay-Off

14.2.1 General Policy. An employee in the classified service may be laid-off because of either the abolishment of his or her position or a determination by the City that there is a shortage of work or funds. The City Council shall determine when and in what classifications lay-offs are to occur. The Personnel Officer shall be responsible for the implementation of a lay-off order of the City Council in accordance with the procedures described herein.

14.2.2 Scope and Order of Lay-off. Lay-offs shall occur in inverse order of seniority date (as defined in Personnel Rule 13.2.5) within a job classification in the following order of employee status:

- a. provisional
- b. temporary part-time
- c. temporary full-time
- d. probationary employee
- e. regular classified part-time
- f. regular classified full-time

The Personnel Officer shall make an effort to transfer an employee who is affected by a lay-off to a vacant position for which the Personnel Officer determines the employee is qualified.

14.2.3 Notice of Lay-Off to employee Organization. When lay-offs are to occur, the Personnel Officer shall notify the applicable employee organization whose member(s) would be affected at the time the employees are notified.

14.2.4 Notice of Lay-Off to Employees. An employee to be laid-off shall be notified in writing of the impending action at least twenty (20) working days in advance of the effective date of the lay-off. The notice shall include the following information:

- Reason for lay-off
- Effective date of lay-off
- Employee rights as provided in these rules including all pertinent forms (e.g., LP-1, LP-2) and a copy of all Personnel Rules regarding the City's lay-off procedure.

14.2.5 Seniority Date

The seniority date of an employee shall be based upon time in classification for regular City employment or, in cases where there has been a break in continuous employment (other than any authorized leave), the recalculated date of hire as specified in Personnel Rule 6.1.2. Periods of approved leaves of absence shall be credited as continuous service with the City.

14.2.6 Seniority List

When the City Council has determined that lay-offs shall occur, the Personnel Officer shall prepare a seniority list for employees in affected classifications. The list shall place the employee with the most recent seniority date first, the employee with the next most recent seniority date second, and so forth. A copy of the list shall be made available to the impacted employee(s) and their employee organization(s).

14.2.6.1 Same Seniority Date:

In cases of the same seniority date, employees will first be rated according to the extent of their other City of Woodland service not otherwise considered for seniority. If no other City of Woodland service helps determine seniority, and if no other departmental policies or procedures establish seniority, then seniority shall be determined by lottery. The lottery should be conducted at the time of hire; but in absence of such, the Personnel Officer shall conduct a lottery to determine seniority for individuals with the same seniority date.

14.2.7 Reinstatement Following Lay-Off

For a period of twelve (12) months from the date an employee is laid-off due to non-disciplinary reasons the name of the employee shall be placed on a reinstatement list for the job classification held by the employee at the time of the lay-off. The Personnel Officer may extend reinstatement lists for up to an additional twelve (12) months. The time period for reinstatement shall be thirty-six (36) months in cases of demotion in lieu of lay-off. Placement on the reinstatement list shall be in order of seniority. Any vacancy occurring in a classification for which

such a list has been developed shall be filled by the most senior person on the list provided that the following conditions are met:

- a. the most senior person listed is still qualified for the classification; and
- b. the most senior person listed is available and accepts the reinstatement offer; and
- c. the City is not prohibited by law or court ruling from making the reinstatement on this basis.

A regular classified employee who has been laid-off may request that his or her name be placed on the reinstatement list for:

- a. a lower class in his or her current job series, or
- b. classification(s) held by the employee provided the employee meets the classification's current qualifications.

Such requests shall be made to the Personnel Officer within ten (10) working days of the employee's date of lay-off, using form LP-1 and shall be made in the manner specified by the Personnel Officer.

14.2.8 Removal of Names from Reinstatement Lists

The Personnel Officer may remove an employee's name from a reinstatement list if any of the following occur:

- a. the individual indicates that he or she will be unable to return to employment with the City during the life of the list; or
- b. the individual cannot be reached after reasonable efforts have been made to do so; or
- c. the individual refuses three (3) reinstatement offers.

14.2.9 Rights and Responsibilities

In addition to others identified herein, employees affected by these procedures shall have the following rights:

Through prior arrangement with their immediate supervisor an employee who has been notified of their impending lay-off shall be granted reasonable time off without loss of pay to participate in a prescheduled interview or test for other employment. Additionally, through prior arrangement with their immediate supervisor, an employee may also use accrued vacation leave time to seek and apply for other employment.

14.2.10 Accrued Leave and COBRA Rights

An employee who has been laid-off shall be paid in full for their unused accrued vacation leave and unused compensation time on the effective date of the lay-off. An employee who has been laid-off may elect to continue health insurance coverage through the City of Woodland in accordance with COBRA regulations.

14.2.11 Employee Displacement

An employee who receives a notice of lay-off may displace either: an employee holding a lower classification in the laid-off employee's current series or an employee in a position previously held permanently in the City by the laid-off employee provided the employee:

- a. has more City seniority than the employee to be displaced. Seniority shall be defined as time in classification plus time in higher classifications;
- b. is willing to accept the reduced level of compensation, if any;
- c. can meet the qualifications in effect on the date of the lay-off for the other classification;
- d. requests displacement action within ten (10) days after receipt of the notification of lay-off using form LP-2, in the manner prescribed by the *Personnel Officer*.

14.2.12 Employee Reinstatement

When an individual is reinstated he or she shall be entitled to:

- a. retain his or her seniority date with an adjustment for the period of lay-off. The employee shall not accrue employment seniority while on a reinstatement list.
- b. accrue vacation leave currently in effect based on the recalculated hire date.
- c. have any unused sick leave reinstated.
- d. retain the same salary range and step they held at the time of the lay-off (if the individual is reinstated into the job classification from which he or she was laid-off).
- e. be assigned to the salary range of the new classification in the step closest to the salary he or she earned at the time of the lay-off (for individuals reinstated into a job classification other than the classification from which they were laid-off).

14.2.13 Probationary Period During Lay-offs

An individual reinstated into the classification from which he or she was laid-off while still a probationary employee shall complete, upon return to the job, the

remaining portion of their probationary period, if any, in effect at the time of the lay-off. Similarly, reinstated employees shall complete the appropriate work time necessary to attain a higher vacation leave accrual rate or to become eligible for a salary step increase, if such changes are possible.

14.2.14 Appeals

An employee may appeal actions taken or interpretations made pursuant to the procedures described in this Rule as provided in Personnel Rule 14.7. Determinations by the City Council relative to when and in what classifications lay-offs are to occur shall not be matters subject to the appeal procedures.

14.3 Interpretation

In applying this layoff procedure to employees, the City shall:

- a. Utilize a 24-month reinstatement period.
- b. Allow individuals removed from a reinstatement list to be reinstated if there was valid reason(s) for the City being unable to contact them.
- c. Break seniority ties by lottery.

14.4 Mediation

Prior to the submittal of a disciplinary appeal to the Personnel Board pursuant to Personnel Rule 14, either the City or appellant may request the matter be submitted to mediation. Upon such request, time limits shall be stayed pending completion of the mediation process. The State Mediation and Conciliation service shall be contacted to assign a mediator. The mediator shall, in a confidential process, attempt to help the City and appellant reach a mutually acceptable resolution. If no resolution is reached the appeal process shall continue as outlined in the Personnel Rules without reference to the mediation process or discussions

ARTICLE XV – ASSOCIATION TIME BANK

15.1 Association Time Bank

15.1.1 Association members shall donate three (3) hours of their vacation time, from the first pay period of each year to the Association Time Bank.

Additionally, the City shall deposit two hundred (200) hours annually on July 1, into the Association Time Bank.

15.1.2 Requests to use time from the bank must have prior approval from the President of the Association and made reasonably in advance. Approval will be subject to the operational necessity of the department.

15.1.3 Time may be used for:

- a. Bargaining preparation.
- b. Association meetings.
- c. Association training/conferences.

ARTICLE XVI OTHER COMPENSABLE ITEMS

16.1 Other Compensable Items Not Set Forth Herein

16.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on July 1, 2017, unless determined otherwise by the Woodland City Council in Accordance with law or required otherwise by law.

PASSED AND ADOPTED by the City Council this 1st day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Lansburgh, Mayor

ATTEST:

Sarah Lansburgh, Woodland City Clerk

Exhibit A – Salary Schedule
Woodland Police Officers' Association
Effective July 1, 2025
3% Salary Increase

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP
Community Services Officer	\$4,775.77	\$5,014.57	\$5,265.29	\$5,528.56	\$5,804.99	\$6,095.23	
Crime Prevention Specialist	\$4,775.77	\$5,014.57	\$5,265.29	\$5,528.56	\$5,804.99	\$6,095.23	
Police Officer	\$7,255.48	\$7,618.26	\$7,999.18	\$8,399.14	\$8,819.09	\$9,260.44	\$9,723.05
Police Records Specialist	\$4,238.93	\$4,450.88	\$4,673.42	\$4,907.10	\$5,152.45		
Senior Police Records Specialist	\$4,662.81	\$4,895.95	\$5,140.75	\$5,397.79	\$5,667.68		

Effective January 1, 2026
1% Salary Increase*

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP
Community Services Officer	\$4,823.53	\$5,064.71	\$5,317.94	\$5,583.84	\$5,863.04	\$6,156.18	
Crime Prevention Specialist	\$4,823.53	\$5,064.71	\$5,317.94	\$5,583.84	\$5,863.04	\$6,156.18	
Police Officer	\$7,328.04	\$7,694.44	\$8,079.17	\$8,483.13	\$8,907.28	\$9,352.64	\$9,820.28
Police Records Specialist	\$4,281.32	\$4,495.39	\$4,720.15	\$4,956.17	\$5,203.98		
Senior Police Records Specialist	\$4,709.44	\$4,944.91	\$5,192.16	\$5,451.76	\$5,724.35		

* Effective January 1, 2026, if the City's Bradley Burns sales tax revenues received for fiscal year 2024/2025 are more than \$16.6 million, then all classifications will receive a one percent (1%) salary increase.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.6
SUBJECT: Agreement with Woodland Police Supervisor's Association

Recommendation for Action: Staff recommend the City Council adopt Resolution No. _____, implementing a one (1) year agreement (July 1, 2025 to June 30, 2026) with the Woodland Police Supervisors' Association as described herein. Resolution No. 7949, which was adopted on July 6, 2022, is hereby replaced and superseded in its entirety by this Resolution.

Discussion:

The staff report was not completed at the time of publication. A supplemental report will be completed once the staff report has been approved.

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

Ken Hiatt
City Manager

Attachments:

1. WPSA MOU July 2025-June 2026



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.6
SUBJECT: Agreement with Woodland Police Supervisor's Association

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Staff Contact:

Rachael Smith, Human Resources Manager, (530) 661-5809, rachael.smith@cityofwoodland.gov

Fiscal Impact:

The current labor agreement for the WPSA covers salary and benefits for 11 full-time equivalent positions at an annual cost of approximately \$2.4 million. The terms of the proposed new contract are expected to result in a 3.4% increase in total compensation over the one-year period. This increase will add approximately \$85,889 in total employee compensation costs. This bargaining group's costs are funded through the City's General Fund.

Background:

The current labor agreement between the City and WPSA expired on June 30, 2025. In anticipation of this, the City began negotiating with WPOA on a successor labor agreement in March 2025, and reached a tentative agreement in late-June. The tentative agreement was presented to and ratified by the WPSA membership, and tonight's recommended Council action would formally ratify the terms of the new one (1) year agreement with WPSA.

Discussion:

The proposed agreement provides for increases in salaries and the cost of certain other benefits for covered employees while maintaining structural changes to the overall benefit package negotiated in prior agreements. The new contract also provides for ongoing stability in medical insurance rates, while at the same time providing adjustments reflecting anticipated cost of living adjustments and promoting retention and recruitment of employees.

The major terms of the contract are as follows:

Cost of Living Adjustments (COLAs)

- July 1, 2025 - 3.0%
- January 1, 2026 – 1.0% if the City's Bradley Burns sales tax revenues received for fiscal year 2024/2025 are more than \$16.6 million

One-Time Payment:

During the last pay period of the contract, each employee will receive a one-time, non-persable lump sum payment equal to two percent (2%) of their annual base salary.

Longevity Pay

Effective July 1, 2025:

- a. Employees with 10 years completed service will receive an additional two and one-half percent (2.5%) of base pay as a retention incentive
- b. Employees with 15 years completed service will receive an additional five percent (5%) of base pay as a retention incentive
- c. Employees with 20 years completed service will receive an additional seven and one-half percent (7.5%) of base pay as a retention incentive
- d. Pay increases are not cumulative

POST Certificates:

Employees in the class of Police Records Supervisor will receive an additional five percent (5%) of base pay for holding and maintaining a valid POST Records Supervisor Certificate.

Medical Premiums

The City's contribution to medical premiums will remain unchanged for January 2026.

Tier	Employee Only	Employee + One	Employee + Family
January 1, 2026	\$1,025.49	\$2,050.95	\$2,666.24

Conclusion:

Staff recommend the City Council adopt Resolution No. _____, implementing a one (1) year agreement (July 1, 2025 to June 30, 2026) with the Woodland Police Supervisor's Association as described herein.

Prepared by: Rachael Smith, Human Resources Manager

Reviewed by: Kim McKinney, Administrative Services Director


Ken Hiatt
City Manager

Attachments:

1. WPSA MOU July 2025-June 2026

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

**THE CITY OF
WOODLAND**

AND THE

**WOODLAND POLICE
SUPERVISORS'
ASSOCIATION**

July 1, 2025– June 30, 2026

MEMORANDUM OF UNDERSTANDING
CONCERNING POLICE SUPERVISORS' ASSOCIATION
OF THE
CITY OF WOODLAND

The City of Woodland and the Woodland Police Supervisors Association, representing employees employed by the City of Woodland in the classifications of Police Sergeant, Crime Intelligence Analyst and Police Records Supervisor by and through their authorized representatives, hereby ratify as and for a Memorandum of Understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Police Supervisor Employees' and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and Regulations and, thereafter, the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall in all cases be the primary source.

DATED: _____

Representative of the Woodland
Police Supervisors Association

Representative of the
City of Woodland

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this 1st day of July 2025.

Mayor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CERTAIN TERMS AND CONDITIONS FOR POLICE SUPERVISORS' ASSOCIATION

Table of Contents

ARTICLE I 6
 GENERAL PROVISIONS 6
 1.1 Application 6
 1.2 Term..... 6
 1.3 Purpose..... 6
 1.4 Peaceful Performance 6
 1.5 Negotiations 6
ARTICLE II 7
 COMPENSATION 7
 2.1 Salary 7
 2.2 Uniform Allowance 7
 2.4 Personal Property 7
 2.5 City Equipment and Clothing Return 8
 2.6 Call-Back Duty 8
 2.7 Departmental Meetings and Training 9
 2.8 Overtime Pay 9
 2.10 Court Appearance Policy 10
 2.11 Emergency Stand-By 11
 2.12 Longevity Pay 12
ARTICLE III..... 12
 SPECIAL ASSIGNMENTS 12
 3.1 Special Assignment Rotation..... 12
 3.2 Bilingual Pay..... 12
 3.3 Shift Differential 12
ARTICLE IV 13
 EDUCATIONAL INCENTIVE..... 13
 4.1 POST Certificates and Educational Pay 13
 4.2 Professional Growth Incentive..... 14
 4.3 Training and Travel Expenses 14
ARTICLE V..... 15
 WELLNESS PROGRAM..... 15
ARTICLE VI 15
 6.1 Medical Insurance..... 15
 5..2 Medical Insurance Upon Retirement 17
 6.3 Retirement Health Savings Plan 19
 6.4 Long Term Disability Insurance 19
 6.5 Sick Leave..... 19
 6.6 Vision/Optical..... 20

6.7	Life Insurance	20
6.8	Flexible Spending Account.....	20
6.9	Use of Tobacco Products	20
ARTICLE VII		21
LEAVES		21
7.1	Holidays	21
7.2	Vacation	21
7.3	Vacation Accrual	21
7.4	Vacation Accumulation	21
7.5	Bereavement Leave.....	22
7.6	Other Leave.....	22
7.7	Catastrophic Leave Bank	22
ARTICLE VIII.....		22
WORK HOURS.....		22
8.1	Patrol Work Schedule	22
8.2	Alternate Work Schedules	23
ARTICLE IX		24
9.1	Light/Limited Duty	24
ARTICLE X.....		24
PERS RETIREMENT		24
10.1	PERS Retirement Safety Employee.....	24
10.2	PERS Non Safety – Miscellaneous Members.....	26
ARTICLE XI		27
EMPLOYMENT PROBATION.....		27
11.1	Probation	27
ARTICLE XII		28
MISCELLANEOUS		28
12.1	No Discrimination.....	28
12.2	Modification.....	28
12.3	Separability of Provisions	28
ARTICLE XIII.....		28
MANAGEMENT RIGHTS		28
13.1	Management Rights	28
ARTICLE XIV.....		29
SURVEY AGENCIES.....		29
14.1	Survey Agencies	29
ARTICLE XV		29
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN.....		29
15.1	Other Compensable Items Not Set Forth Herein	29
Exhibit A – Salary Schedule		31

ARTICLE I GENERAL PROVISIONS

1.1 Application

- 1.1.1 This resolution applies to the employees of the City of Woodland in the following classifications: Police Sergeants, Crime Intelligence Analyst and Police Records Supervisor.

1.2 Term

- 1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from July 1, 2025 to June 30, 2026 and or such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias-Brown Act (MMB).

1.3 Purpose

- 1.3.1 The purpose of this Resolution is to provide certainty in payment of employee compensation during the term of this Agreement.

1.4 Peaceful Performance

- 1.4.1 The Association agrees that during the term of this Memorandum of Understanding neither it nor the employee it represents will engage in, encourage, sanction, support, any:
- a. strikes,
 - b. mass resignations,
 - c. mass absenteeism,
 - d. picketing which would involve suspension of or interference with normal work of this department, or,
 - e. any other similar actions which could involve suspension of or interference with any work of this department.
 - f. This clause will specifically expire on June 30, 2025.

1.5 Negotiations

- 1.5.1 The City and Association agree to begin negotiations for a successor agreement no later than April 15, 2026.

ARTICLE II COMPENSATION

2.1 Salary

2.1.1 During the term of this agreement, represented employees shall receive the following increases: COLA's

- Effective July 1, 2025, three percent (3%) salary increase
- Effective January 1, 2026, if the City's Bradley Burns sales tax revenues received for fiscal year 2024/2025 are more than \$16.6 million, then all classifications would receive a one percent (1%) salary increase.

2.1.2 During the last pay period of the contract, each employee will receive a one-time, non-persable lump sum payment equal to two percent (2%) of their annual base salary.

2.2 Uniform Allowance

2.3.1 For the purchase and maintenance of required uniforms, and rain gear employees will receive an annual allowance of \$900.00. The City agrees it will not require class "A" uniforms (as described in the Police Mid Management MOU) for the Sergeant classification during the term of this agreement. This amount is paid monthly on a pro rata basis.

2.3.2 If a non-sworn employee is required to wear a uniform, with the approval of the Public Safety Chief or their designee, the employee will be required to purchase and maintain the required uniforms and rain gear. The employee will receive an annual allowance of \$900.00. This amount is paid monthly on a pro rata basis.

2.3.3 The City will replace soft body armor within six (6) months of the expiration of the manufacturer's warranty.

2.4 Personal Property

2.4.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced.

2.4.2 Personal property are those items necessary during job-related activities. Items include uniforms, eyeglasses, false teeth and watches.

2.4.3 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains, earrings, bracelets, and other jewelry.

2.4.4 The total payable claims for eyeglasses shall be \$175.00 per occurrence. The total payable claims for watches shall be \$50.00 per occurrence.

- 2.4.5 The procedure for the repair or replacement of damaged personal property shall be the same for City property as described in the Department's Operations and Procedures Manual.

2.5 City Equipment and Clothing Return

- 2.5.1 All City furnished equipment remains in the ownership of the City and must be returned when employee leaves employment.
- 2.5.2 Unit employees will be provided with pagers and cellular phones in accordance with Department Policy.
- 2.5.3 Disposition of Service Weapon

Upon a disability or service retirement each sworn employee shall be given the opportunity to purchase their issued service weapon without magazines, as long as they have a minimum of ten (10) years of service with the City. The purchase price of the service weapon shall be based on the following number or years of service to the City.

Years of Service	Cost of Weapon
10	\$100.00
15	\$ 50.00
20 or more	\$ 1.00

Purchasing the service weapon at the time of retirement may be denied for a psychological or stress related disability retirement.

The employee shall pay all transfer fees changing ownership from the City to the employee.

2.6 Call-Back Duty

- 2.6.1 All represented employees called back to duty or required to appear in court for hours not contiguous to their shift shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.
- 2.6.2 Call-back minimum compensation shall not be provided to employees who are called back to correct incomplete or substandard work. Employees will not be called back to correct faulty work if the correction can reasonably await the start of the employee's next regularly scheduled shift. If an employee is called back to correct incomplete or substandard work, normal overtime shall be paid.

2.7 Departmental Meetings and Training

- 2.7.1 Employees on their day off who are required to attend a meeting or training will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for a minimum of four (4) hours.
- 2.7.2 When an employee is required to attend a scheduled meeting on a regularly scheduled duty day and there is less than eight hours between the time an officer went off duty and his/her next regularly scheduled shift, compensation will be at the rate of one and one-half (1-1/2) times their hourly rate for a minimum of four (4) hours.
- 2.7.3 A required scheduled meeting requires personal notification to the employee at least forty-eight (48) hours prior to the meeting time.
- 2.7.4 Employees required to attend a scheduled meeting on a regularly scheduled duty day where the time of occurrence is contiguous with the beginning or ending of the employee's shift, will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for the actual time spent in attendance.
- 2.7.5 Contiguous means connected to the employee's regular duty schedule, or if the meeting or duty day were continued, it would have been contiguous to the employee's regular duty schedule and would be less than four (4) hours.
- 2.7.6 Employees required to attend a scheduled meeting on a regularly scheduled duty day where there has been more than eight (8) hours between the conclusion of their last duty shift and the scheduled meeting, shall be compensated at the rate of one and one-half (1-1/2) times their hourly rate of pay for a minimum of four (4) hours. However, in no event will an officer be compensated for more than would result if the meeting or assignment were scheduled in a way as to be contiguous with the officer's regularly scheduled shift. (Example: If an officer was off duty at 12 midnight and was required to attend a meeting at 1:00 p.m. which lasted until 2:00 p.m., and who was scheduled to return to work at 3:00 p.m., the maximum compensation allowable would be two (2) hours at one and one-half (1-1/2) times.)
- 2.7.7 If an employee volunteers for a committee assignment, and the particular committee is scheduled to meet on the officer's day off, the officer may attend the committee meeting and be compensated at one and one-half (1-1/2) times their hourly rate for the actual time in attendance at the meeting.

2.8 Overtime Pay

- 2.8.1 Employees who work in excess of their standard workday ***or forty (40) hours per week*** shall be compensated for such overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. ***Paid time off shall be counted as hours worked for overtime calculation purposes.***

- 2.8.2 If the Department cancels prescheduled and posted overtime with less than 48 hours' notice, on an employee's regularly scheduled day off, the City shall pay the employee \$140.00 for the cancellation. Only one occurrence can be claimed for any one day off.

If the overtime is canceled with less than 48 hours' notice and the overtime was on the day of a regular duty shift, the employee shall be paid at the rate of \$80.00 per occurrence. Only one occurrence can be claimed per day.

- 2.8.3 Overtime may be taken in cash or in the form of compensatory time off. Compensatory time off is set forth in Section 2.9 below.

- 2.8.4 All training assignments occurring outside of regular duty hours shall be compensated at one and one-half (1-1/2) times the hourly rate of pay for the actual time spent in mandatory departmental training.

2.9 Compensatory Time

- 2.9.1 Definition: As used in this section, the term compensatory time refers to that time which an employee is entitled to be absent from their duty with pay for hours worked in addition to or excess of their normal work schedule.

- 2.9.2 Use:

2.9.2.1 Requests for compensatory time off must be made no earlier than fourteen (14) days in advance of the requested time off. In cases where overtime or additional staffing will be required to cover the absence, requests must be submitted no later than 5 days in advance of the requested CTO. The Division Head or designee will respond within 72 hours of having received the CTO request.

2.9.2.2 Once compensatory time is approved, authorization cannot be rescinded, except in the case of an emergency.

- 2.9.3 Payment: Once eighty (80) hours of compensatory time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period must be recorded on the timecard as overtime pay. At the end of each calendar year, all compensatory time will be carried forward (up to seventy (70) hours maximum), unless the employee elects to have the compensatory balance paid. Carried over compensatory time and accumulated compensatory time cannot exceed the eighty (80) hour maximum.

2.10 Court Appearance Policy

- 2.10.1 Employees who are served a subpoena for a criminal matter will call their individual voice mail box to determine if the appearance has been canceled or continued to another date and time. The call must be made before the scheduled appearance. For the morning calendar, the employee must call by 1700 the prior day for a 9:00 a.m.

appearance. For hearings scheduled in the afternoon, the employee must call at 12:00 pm. Afternoon cancellations and continuances will be made by 12:00 pm.

- 2.10.2 If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will leave a message to that effect on your individual voice mailbox. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.
- 2.10.3 The Court Liaison Unit is required to maintain accurate records of all subpoenas issued. These records include subpoenas canceled and continued. These records are presumed to be accurate based on the track record of the Court Liaison Unit. The Court Liaison Unit will forward a copy of their subpoena records weekly to the Day Shift Patrol Lieutenant or other designated person. These records will be used to verify claims for compensation for all court appearances. Employees who dispute Court Liaison records may rebut the presumption with proper proof to the Patrol Lieutenant. The Patrol Lieutenant's findings are final.
- 2.10.4 If an employee makes an appearance for a case which has been canceled or continued and the message was delivered by the Court Liaison, the District Attorney or the Department representative to the employee's voice mailbox in the time frames described above, there is no compensation for that appearance.
- 2.10.5 If the subpoena was canceled with less than 48 hours' notice and the subpoena was issued for a regularly scheduled day off, compensation shall be paid at the rate of \$140.00 per occurrence. Only one occurrence can be claimed for any one day off.
- 2.10.6 If the subpoena was cancelled with less than 48 hours' notice and the subpoena was issued for a regularly scheduled workday, outside of scheduled work hours for that day, compensation shall be paid at the rate of \$80.00 per occurrence. Only one occurrence can be claimed for any one workday.

2.11 Emergency Stand-By

- 2.11.1 Sergeants shall be available, as designated by a written schedule approved by the Chief of Police, or his designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for stand-by compensation shall be made only when an employee has been assigned to stand-by.
- 2.11.2 Sergeants shall be paid two dollars (\$2.00) per hour for any hours assigned to stand-by duty. During the time Sergeants are being compensated for emergency call-back, stand-by will not apply. Stand-by duty requires that the officer:
 - a. Be ready to respond immediately to calls for service;
 - b. Be reachable by telephone, pager or vehicle radio;
 - c. Remain a reasonable distance (45 minutes driving time) from the City; and,

- d. Refrain from activities which might impair the ability of the officer to perform the assigned duties.

2.11.3 "Stand-by" duty differs from other assignments in which an employee may be equipped with a pager to facilitate contact. In those instances, employee's activities and response distance are not restricted; therefore, they are not eligible for emergency stand-by compensation.

2.12 Longevity Pay

2.12.2 Effective July 1, 2025

- a. Employees with 10 years completed service will receive an additional two and one-half percent (2.5%) of base pay as a retention incentive
- b. Employees with 15 years completed service will receive an additional five percent (5%) of base pay as a retention incentive
- c. Employees with 20 years completed service will receive an additional seven and one-half percent (7.5%) of base pay as a retention incentive
- d. Pay increases are not cumulative

ARTICLE III SPECIAL ASSIGNMENTS

3.1 Special Assignment Rotation

3.1.1 Every reasonable effort will be made to align special assignments with shift rotations.

3.2 Bilingual Pay

3.2.1 The City shall maintain the existing bilingual policy. Bilingual pay shall be Two Hundred (\$200) Dollars per month. City will explore the addition of other languages as appropriate, including sign language.

3.3 Shift Differential

3.3.1 All employees who are regularly assigned to work the swing shift shall receive a shift differential in the amount of an additional two percent (2%) of their base rate of pay for all regularly scheduled hours worked on the swing shift.

All employees who are regularly assigned to work the graveyard shift shall receive a shift differential in the amount of an additional three percent (3%) of their base rate of pay for all regularly scheduled hours worked on the graveyard shift.

ARTICLE IV EDUCATIONAL INCENTIVE

4.1 POST Certificates and Educational Pay

4.1.1 Subject to the limitation in 4.1.1.6:

4.1.1.1 Employees shall receive an additional two and one-half percent (2.5%) of base pay for holding a POST Advanced Certificate.

4.1.1.1.1 Effective January 1, 2019 Advanced Certificate Pay will increase to 4%

4.1.1.2 Employees shall receive an additional two and one-half percent (2.5%) of base pay for holding a POST Supervisory certificate.

4.1.1.2.1 Effective January 1, 2019, Post Supervisor Certificate pay will be five percent (5%).

4.1.1.3 For up to four (4) years after promotion to Sergeant, employees shall continue to receive an additional two and one-half percent (2.5%) of base pay for holding a POST Intermediate certificate. Additional pay for POST Intermediate certificate shall terminate upon receipt of the POST Supervisory certificate or four (4) years whichever comes first.

4.1.1.4 Employees in the class of Police Records Supervisor will receive an additional five percent (5%) of base pay for holding and maintaining a valid POST Records Supervisor Certificate.

4.1.1.5 Employees in the class of Crime Intelligence Analyst and will receive an additional two and one-half percent (2.5%) of base pay for holding Crime and Intelligence Analysis Certificate Program.

Effective July 1, 2019, the Crime Intelligence Analysis Certificate pay will be four percent (4%).

Bachelor's degree. Effective July 1, 2017, employees shall receive an additional two and one-half percent (2.5%) of base pay rate for having a Bachelor's degree; excludes classification(s) which require Bachelor's degree as minimum requirement

4.1.1.6 The maximum increase under this section shall be seven and one-half percent (7.5%) of base pay total.

Effective January 1, 2019, the maximum increase under this section shall be eleven and one-half percent (11.5%).

4.2 Professional Growth Incentive

4.2.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be \$625.00.

4.3 Training and Travel Expenses

4.3.1 The Woodland Police Supervisors Association and the City of Woodland mutually agree that education and training are one of the most important aspects of law enforcement. It is the desire of both entities to provide the members of the Woodland Police Department with the best training possible, while making it equitable to both the employee and the City. To accomplish this task, both entities agree to the following:

4.3.2 The employee being sent to the training, will convert the time spent in training, the travel time to and from the training and any additional hours required by the training to replace their normal duty hours. No additional compensation will be paid by the City. Accordingly, employees shall have their rate of pay adjusted in those instances to preclude any claim for additional compensation related to the travel/training assignment. If the employee is required to produce any other work not related to the training while away on training the employee shall be paid for that work at the normal rate of pay at one and one-half (1-1/2) times their rate for the time actually spent. This will be agreed upon by the division commander and the employee prior to the training leave.

4.3.3 At the discretion of the department, the employee shall be given his or her normal days off either before or after the training period to total the normal number of days off in that month's work cycle.

- 4.3.4 The City will determine the mode of transportation that will be used by the employee attending the out-of-town training. This mode may be by airplane, train, bus, taxi, ride-share, rental vehicle, City vehicle, or the employee's personal vehicle. If the employee drives their personal vehicle, the employee will be paid for the actual mileage driven by the employee to the lodging, or the training facility. If the employee stays overnight at a lodging facility, the employee will be paid mileage to and from the lodging facility and the training facility, each day. The rate of pay will be determined by the City. No other transportation costs will be paid by the City. If the employee chooses to drive their own vehicle, they will be compensated in accordance with the Travel Policy up to a maximum of current air fare to the destination or on a per mile basis, whichever is the less. If training is reimbursed by POST, employees may get the maximum rate for mileage by either POST or the City, whichever is greater.
- 4.3.5 Meals while away on training will be provided as agreed upon in the City's Travel and Travel Reimbursement Policy.

ARTICLE V WELLNESS PROGRAM

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ARTICLE VI MEDICAL AND RELATED BENEFITS

6.1 Medical Insurance

- 6.1.1 The City shall make available to all unit employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS. The city has the right to explore other options outside of CalPERS for Health Insurance. The Association reserves the right to meet and confer over any options.
- 6.1.2 For Employees **hired before July 1, 2006**, the City provides a two tier medical benefits program:
- Tier One: Employee Only and Employee plus One
 - Tier Two: Employee plus Family

Employees hired before July 1, 2006 who provide proof of dual coverage under PERS or there medical insurance program may decline to accept medical coverage. These employees shall be eligible for a payment of \$565 per month. Effective July 1, 2017, the eligible payment will be decreased to \$405 per month. For those employees who are currently receiving the payment of \$565 they will continue until they are no longer eligible for this benefit

6.1.3 For Employees **hired on or after July 1, 2006**, the City provides a **three tier** medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

6.1.3.1 Employees hired after July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

6.1.4 The City's medical contribution will increase by 6% on January 1, 2023, and will increase by 5% annually thereafter. The parties agree to freeze the City's 5% annual contribution increase for the 2026 calendar year. As a result, the City's contribution will remain unchanged for 2026. City contribution would be as shown below:

Tier	Employee Only	Employee + One	Employee + family
January 1, 2025	\$1,025.49	\$2,050.95	\$2,666.24
January 1, 2026	\$1,025.49	\$2,050.95	\$2,666.24

6.1.4.1 If the CalPERS PORAC rate increases by more than ten percent (10%) in any given year, the City shall increase the contribution amounts in 6.1.4 by fifty percent (50%) of the amount over the ten percent (10%) increase.

6.1.5 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

6.1.5.1 The City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	\$158.00	Note 3	\$1,025.49
Employee plus one	\$158.00	Note 3	\$2,050.95
Employee plus family	\$158.00	Note 3	\$2,666.24

Note 1: Per paragraph 6.1.2 above, employees hired before July 1, 2006 who qualify for the "Employee only" tier shall receive medical insurance coverage and cafeteria plan benefit equal to the "Employee plus one" tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently \$158 from the January 2025 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 4: For years 2025, and 2026, the Total Benefits amounts are identified in paragraph 6.1.4 above

5.2 Medical Insurance Upon Retirement

6.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long-Term Disability Insurance is not provided to retirees.

6.2.2 For employees who were **hired before July 1, 2006**, with five (5) or more years of continuous City service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

6.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved.

6.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 6.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 6.1.5 above; however, provisions of paragraphs 6.1.2.1 do not apply to retired employees.

6.2.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

6.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the

City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;

6.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible;

6.2.2.5 Dental, Vision and Long-Term Disability Benefits will not be offered or provided to retirees.

6.2.3 Employees who were **hired on or after July 1, 2006**, will receive medical insurance benefits in retirement as follows:

6.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 6.1.4 above; however, provision of paragraphs 6.1.2.1 do not apply to retired employees;

6.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

6.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

6.2.3.2.2 Contributions: The City shall contribute \$100 per month to the employee's RHSP account; likewise, the employee shall contribute \$50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of \$100 per month for each month served in the employee's initial probation.

6.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

6.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 5

hours per month (versus 10 hours) with the value of 5 hours of salary being contributed to the employee's RHSP account.

- 6.2.3.2.5 Employees hired prior to July 1, 2006, were provided, on a one-time, irrevocable basis, the opportunity to opt out of the City's retiree medical plan (paragraph 6.2.2). Employees who selected this option shall continue to participate in the City's retiree health savings plan under the terms set forth above in paragraph 6.2.3.2. For these employees, the City's contribution is \$250 per month and the employee's contribution is \$50 per month. At the employee's option, any portion of this \$250 City contribution may be paid into an approved deferred compensation plan.

6.3 Retirement Health Savings Plan

- 6.3.1 The City agrees to allow this group to contribute towards a Retirement Health Savings Plan (RHSP) in addition to the amount contributed by employees in Section 6.2.3. These contributions shall be determined by the bargaining group. The City will not contribute to any additional contributions beyond what is defined in Section 6.2.3.2.

6.4 Long Term Disability Insurance

- 6.4.1 The WPSA shall provide long term disability for represented members. All represented employees will have \$68.51 added to their monthly salary payment. The City will then provide a monthly disbursement to the Woodland Police Supervisors Association of \$68.51 per Association member deducted from each employee's net pay (or such other amount as determined by the Association) and the WPSA will assume responsibility of making long term disability payments and any other related benefits from the City provided payment. The City's sole responsibility in the operation of the long-term disability insurance program shall be to deduct the designated amount. The WPSA shall hold harmless and indemnify the City for any liability as a result of implementation of this long-term disability insurance program.

6.5 Sick Leave

6.5.1 Sick Leave Accumulation

Regular full-time employees earn and accumulate sick leave at the rate of one (1) day (ten (10) hours per month). An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit an employee may accrue.

6.5.2 Use of Sick Leave

An employee eligible for sick leave is granted such leave for the following reasons:

- a. Non-service-related illness or injury to the employee or physical or mental incapacity of the employee due to non-service-related illness or injury.
- b. Medical or dental office or hospital visits for examination, diagnosis, or treatment.
- c. Up to 48 hours sick leave off with pay may be granted in the event of illness or disability or birth or adoption of a child of the employee's immediate family.

.5.3 Sick Leave

No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service illness or injury.

6.6 Vision/Optical

- 6.6.1 The City agrees to provide vision insurance to unit employees with a fifteen-dollar (\$15) deductible.

6.7 Life Insurance

- 6.7.1 The City agrees to provide life insurance to unit employees in the amount of fifty thousand dollars (\$50,000).

6.8 Flexible Spending Account

- 6.8.1 The City agrees to institute a qualified plan under Internal Revenue Code Section 125 for using pre-taxed dollars for payment of childcare expenses, dependent care expenses, as well as health, dental or other related qualifying expenses.

6.9 Use of Tobacco Products

- 6.9.1 Employees hired after July 1, 2006 shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE VII LEAVES

7.1 Holidays

- 7.1.1 Employees will receive 8.3 hours per month of vacation leave in lieu of holiday time off. The use and limitations of this additional leave is subject to the same rules and regulations pertaining to vacation leave.
- 7.1.2 If during the term of this Agreement the City Council officially recognizes any new dates as City holidays the City shall increase the vacation leave totals of each represented employee by a corresponding amount of hours.

7.2 Vacation

- 7.2.1 Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for two (2) weeks of the accrued time, provided that they are taking at least one (1) consecutive week of vacation time off. Payment will be made at the straight time rate. No employee may buy-out more than two (2) weeks of vacation per fiscal year.

7.3 Vacation Accrual

- 7.3.1 Vacation accrual for Unit personnel shall be as follows:

<u>Years of Service</u>	<u>Earned per Month</u>	<u>Earned per Year</u>
0 to 3 years	6.7 hours	10 days
4 to 5 years	8.7 hours	13 days
6 to 10 years	10 hours	15 days
11 to 15 years	12 hours	18 days
16 and over	14 hours	21 days

7.4 Vacation Accumulation

- 7.4.1 Employees with less than ten (10) years of service may carry a vacation leave balance of no more than three hundred twenty (320) hours past January 1 of each year. Employees with ten (10) years' service or more may carry a vacation leave balance of no more than three hundred eighty-four (384) hours past January 1 of each year. Maximum vacation accumulation will be increased by 96 hours for the term of this agreement.
- 7.4.2 Vacation schedules shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been earned.

7.5 Bereavement Leave

7.5.1 In the event of a death in the employee's immediate family, an employee may be granted time off charged to sick leave not to exceed five (5) working days per occurrence.

7.6 Other Leave

7.6.1 All other leave is provided for in the Personnel Rules and Regulations.

7.7 Catastrophic Leave Bank

7.7.1 With prior approval, vacation, CTO or holiday leave credits may be donated to a specified employee by one or more employee(s) to an employee when:

(a) The receiving employee faces financial hardship due to his/her injury or prolonged illness, or due to the injury and/or prolonged illness of the employee's spouse or member of his/her immediate family; and

(b) the receiving employee has exhausted all leave credits.

7.7.2 The transfer of vacation, CTO, or holiday leave credits must be made in one (1) hour increments or more. Donations shall be made on a form to be developed by the City and signed by the donating employee. Donations are irrevocable.

**ARTICLE VIII
WORK HOURS**

8.1 Patrol Work Schedule

8.1.1 The City will continue the 4-10 work schedule for the term of this agreement, unless the City provides prior notice and affords the Association the right to meet and confer.

8.1.2 Regular Duty Shift schedules, including starting and stopping times, will be designated by the Chief of Police or his/her designee. Once posted, work schedules will be changed only upon seventy-two (72) hours advance notice. Upon mutual agreement the 72-hour notice can be waived.

8.1.3 Paid leaves shall accrue at the current hourly rate. Time off shall be changed based upon the hours missed, i.e., one (1) day equals ten (10) hours.

8.2 Alternate Work Schedules

8.2.1 In addition to the Patrol Work Schedule established in Section 8.1 above, the Chief of Police may establish alternative work schedules for employees of his/her department.

8.2.2 For purposes of this section, alternative work schedules may include, but not be limited to:

8.2.2.1 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work (over a 14-day period) in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

8.2.2.2 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during a seven-day work period at other than traditionally scheduled hours for the assigned shift.

8.2.2.3 Note that for non-sworn personnel, any alternative or flex time schedule must provide that employees will be scheduled to work no more than forty (40) hours per seven (7) day work period.

8.2.2.4 Other schedules approved by the Chief of Police.

8.2.3 Alternative work schedules may be discontinued by the Chief of Police at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of affected employees, or the Association the Chief of Police shall meet and discuss the discontinuance of an alternative work schedule prior to terminating the schedule. The City may eliminate the schedule with advance notice. However, upon mutual agreement; the advance notice can be waived.

8.2.4 Meal Breaks

When the Police Department building is staffed 24 hours a day, seven days a week, represented employees shall receive a paid thirty (30) minute lunch break and shall remain on duty during meal breaks.

In the event the building's standard operating hours are less than 24/7, non-sworn employees shall receive an unpaid thirty (30) minute lunch/meal break. Employees subject to call back who miss their meal break are not entitled to overtime. Employees must have supervisor approval to work through their lunch/meal break.

ARTICLE IX LIGHT/LIMITED DUTY

9.1 Light/Limited Duty

- 9.1.1 When due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform his/her usual duties, the employee may work in a light/limited duty capacity if the department determines such work is available.
- 9.1.2 An employee may work light/limited duty only upon authorization of the employee's attending physician or a properly appointed City physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.
- 9.1.3 If light/limited duty is available, and the employee is cleared by an attending physician, or a properly appointed City physician to perform such work, he/she shall accept light/limited duty. Every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which he/she is assigned for up to a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the department.

ARTICLE X PERS RETIREMENT

10.1 PERS Retirement Safety Employee

- 10.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.
- 10.1.2 Regular Safety Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:
 - 10.1.2.1 Tier 1: Employees hired by the City of Woodland on or before June 30, 2012 are eligible for the 3.0% @ 50 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.
 - 10.1.2.2 Tier 2: Employees hired by the City of Woodland on or after July 1, 2012 and before January 1, 2013 or who are new hires to the City of Woodland and are legacy/classic members determined by CalPERS are eligible for the 3.0% @ 55 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

- 10.1.2.3 Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2.7% @ 57 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.1.3 PERS Employee Contribution towards Employees Share of Retirement cost.

- 10.1.3.1 Tier 1: Effective October 1, 2011, employees shall pay the full 9% of pensionable salary of the employee share towards the 3.0% @ 50 CalPERS retirement pension program.
- 10.1.3.2 Tier 2: Effective July 1, 2012, employees shall pay the full 9% of pensionable salary of the employee share towards the 3.0% @ 55 CalPERS retirement pension program.
- 10.1.3.3 Tier 3: (PEPRA) employees shall pay 50% of the normal cost as determined by CalPERS towards the 2.7% @ 57 CalPERS retirement pension program.

10.1.4 Employee Contribution towards Employer Cost.

- 10.1.4.1 Tier 1 and Tier 2 employees:

- 10.1.4.1.1 The City shall withhold 4% of salary to help pay for the cost of the enhanced 3.0% @ 50 retirement formula and the 3.0% @ 55.

- 10.1.4.1.2 Effective August 4, 2015 the City amended the CalPERS contract to increase the PERS Cost Share of 4% by .887% to a total of 4.887%.

- 10.1.4.1.3 Effective July 1, 2013, employees shall pay an additional 3% towards the employers PERS contribution.

- 10.1.4.1.4 Tier 1 and Tier 2 employees pay a total of 16.887% towards the PERS contribution.

- 10.1.5 The City has amended its contract with PERS to include the military buy-back option (Section 20930.3) for employees.

- 10.1.6 The City shall continue reporting the employees' retirement contribution (nine (9%) for Safety as special compensation. Pursuant to Section 20023 (c)(4) of the Public Employees Retirement Law, these retirement contributions (nine percent (9%)) shall then be considered compensation for retirement purposes. Effective September 7, 2011, the City shall discontinue reporting the employees' retirement contribution (nine (9%)) for Safety as special compensation.

- 10.1.7 The City will provide the PERS 1959 Survivor Benefit, Level IV.
- 10.1.8 The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow the PERS payments to be done on a pre-tax basis.
- 10.1.9 The City will requested from PERS an actuarial estimate for the Pre-retirement Option 2 Death Benefit option. The City and WPSA executed a side letter of agreement addressing the steps to be taken upon receipt of the actuarial study. Effective September 1, 2010, the City has amended its contract with PERS to provide the Pre-retirement Option 2W Death Benefit.

10.2 PERS Non Safety – Miscellaneous Members

- 10.2.1 Miscellaneous Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:
 - 10.2.1.1 Tier 1: Employees hired by the City of Woodland on or before December 4, 2012 are eligible for the 2.7% @ 55 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.
 - 10.2.1.2 Tier 2: Employees hired by the City of Woodland on or after December 5, 2012 and before January 1, 2013 or who are new hires to the City of Woodland but are legacy/classic members determined by CalPERS are eligible for the 2% @ 60 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.
 - 10.2.1.3 Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2% @ 62 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.
- 10.2.2 PERS Employee Contribution towards Employee's Share of Retirement cost.
 - 10.2.2.1 Tier 1: Employees shall pay the full 8% of pensionable salary of the employee share towards the 2.7% @ 55 CalPERS retirement pension program.
 - 10.2.2.2 Tier 2: Employees shall pay the full 7% of pensionable salary of the employee share towards the 2% @ 60 CalPERS retirement pension program.

- 10.2.2.3 Tier 3: (PEPRA) employees shall continue to pay 50% of the normal cost as determined by CalPERS towards the 2% @ 62 CalPERS retirement pension program.
- 10.2.3 Employee contribution to Employers Cost of CalPERS Retirement Pension Program.
 - 10.2.3.1 Employees in Tier 1 and Tier 2, the City shall withhold 3% of salary to help pay for the cost of the enhanced 2.7% @ 55 retirement formula and the 2% @ 60.
 - 10.2.3.2 Employees in Tier 1 and Tier 2 shall pay an additional 3% towards the employers PERS contribution.
 - 10.2.3.3 Tier 1 employees pay a total of 14% towards the PERS contribution, and Tier 2 employees pay a total of 13% towards the PERS contribution.
- 10.2.4 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 21574. This benefit provides a monthly allowance to certain eligible survivors of an employee who dies prior to retirement.
- 10.2.5 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965.
- 10.2.6 The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow the PERS payments to be done on a pre-tax basis.

ARTICLE XI

EMPLOYMENT PROBATION

11.1 Probation

- 11.1.1 All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.
- 11.1.2 The probationary period for new Police Supervisory employees shall be one (1) year following promotion or selection.
- 11.1.3 Any employee who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to

promotion. Those rights can only be affected for cause. The probationary period for promoted employees shall be twelve (12) months.

- 11.1.4 The Police Chief may extend the probationary period in three (3) month increments not to exceed one (1) year if he feels additional time is necessary to adequately evaluate the employee.

ARTICLE XII MISCELLANEOUS

12.1 No Discrimination

- 12.1.1 The City and Association both agree not to discriminate against any employee because of membership or non-membership in the Association or because of any activities or lack of activity on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, sex, national origin, age, physical handicap, or mental handicap which does not prevent an employee from meeting the minimum standards established.

12.2 Modification

- 12.2.1 There will be no alteration or modification of any provision contained in this Memorandum without the consent of all parties hereto.

12.3 Separability of Provisions

- 12.3.1 Should any section, clause or provision of this Memorandum be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE XIII MANAGEMENT RIGHTS

13.1 Management Rights

- 13.1.1 Nothing contained in this Memorandum of Understanding shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights: to determine the mission of its constituent department, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental

operations; to determine methods, means and personnel by which government operations are to be conducted; to take all necessary actions to carry out its mission in emergencies, including overtime; and to exercise complete control and discretion over the technology of performing the work. City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications.

- 13.1.2 The exercise by the City of the rights in the above paragraph does not preclude employees or their recognized organizations from filing a grievance regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XIV SURVEY AGENCIES

14.1 Survey Agencies

- 14.1.1 The City and Association have agreed to utilize the following agencies in conducting compensation surveys:

Rocklin	
Davis	West Sacramento
Lodi	Yuba City
Manteca	Lincoln

ARTICLE XV OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

15.1 Other Compensable Items Not Set Forth Herein

- 15.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on July 1, 2017, unless determined otherwise by the Woodland City Council in Accordance with law or required otherwise by law.

PASSED AND ADOPTED by the City Council this XX day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Lansburgh, Mayor

ATTEST:

Sarah Lansburgh, Woodland City Clerk

Exhibit A – Salary Schedule
Woodland Police Supervisors Association
Effective July 1, 2025
3% Salary Increase

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst	\$6,122.55	\$6,428.69	\$6,750.13	\$7,087.63	\$7,442.00			
Police Records Supervisor	\$5,743.35	\$6,030.52	\$6,332.04	\$6,648.68	\$6,981.12			
Police Sergeant	\$8,392.99	\$8,812.64	\$9,253.26	\$9,715.93	\$10,201.74	\$10,711.82	\$11,247.41	\$11,809.78
Police Records Manager	\$6,373.43	\$6,692.10	\$7,026.69	\$7,378.03	\$7,746.94	\$8,134.28		

Effective January 1, 2026
1% Salary Increase*

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst	\$6,183.77	\$6,492.98	\$6,817.63	\$7,158.50	\$7,516.42			
Police Records Supervisor	\$5,800.79	\$6,090.82	\$6,395.36	\$6,715.17	\$7,050.93			
Police Sergeant	\$8,476.92	\$8,900.77	\$9,345.80	\$9,813.09	\$10,303.76	\$10,818.94	\$11,359.89	\$11,927.88
Police Records Manager	\$6,437.17	\$6,759.02	\$7,096.96	\$7,451.81	\$7,824.41	\$8,215.62		

* Effective January 1, 2026, if the City's Bradley Burns sales tax revenues received for fiscal year 2024/2025 are more than \$16.6 million, then all classifications will receive a one percent (1%) salary increase.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.7
SUBJECT: Appoint YCPARMIA Board Representative

Recommendation for Action: Staff recommend the City Council appoint Human Resources Manager Rachael Smith as the Alternate Representative to the Board of the Yolo County Public Agency Risk Management Insurance Authority.

Staff Contact:

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

Fiscal Impact:

No fiscal impact results from this item.

Discussion:

The Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA) is a joint powers authority to provide risk management services to the public agencies within Yolo County. Each agency is represented on its governing board by a Primary and Alternate representative. Administrative Services Director Kim McKinney has been the primary representative for the City of Woodland since 2021, with former Human Resources Director Sheila McShane designated as the alternate representative.

Following the retirement of Sheila McShane, a new alternate Board representative must be appointed by the City Council. Staff recommend Rachael Smith, the newly appointed Human Resources Manager, be designated as the alternate Board representative with Kim McKinney remaining as the primary representative.

Conclusion:

Staff recommend the City Council appoint Human Resources Manager Rachael Smith as the Alternate Representative to the Board of the Yolo County Public Agency Risk Management Insurance Authority.

Prepared by: Kim McKinney, Administrative Services Director

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

Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.8
SUBJECT: Approve Revised Job Description - Firefighter /
Firefighter Recruit / Lateral Firefighter

Recommendation for Action: Staff recommend the City Council approve the updated job description for the Firefighter Recruit / Firefighter / Lateral Firefighter.

Staff Contact:

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

Fiscal Impact:

No fiscal impact resulting from this item.

Discussion:

Staff recommend the City Council approve the updated Firefighter Recruit / Firefighter / Lateral Firefighter job description. The revised description includes clarified minimum qualifications for each level of this split-classification, including a highlight of the requirement of three years of full-time, paid experience in a municipal or fire protection district for Lateral Firefighter candidates. This update is intended to better differentiate the lateral classification from entry-level roles and to enhance recruitment efforts by attracting experienced fire service professionals from other local agencies.

The revision to the job description is not intended to alter the required duties of any Firefighter.

Conclusion:

Staff recommend the City Council approve the updated job descriptions for the Firefighter Recruit, Firefighter, and Lateral Firefighter.

Prepared by: Rachael Smith, Human Resources Manager

Reviewed by: Kim McKinney, Administrative Services Director

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

Ken Hiatt
City Manager

Attachments:

1. Recruit-Firefighter-Lateral Firefighter 2025



FIREFIGHTER RECRUIT / FIREFIGHTER / LATERAL FIREFIGHTER

DEFINITION

To respond to fire alarms, medical emergency, and other emergency activities in the protection of life and property; and to participate in fire prevention, training and station and equipment maintenance activities.

SUPERVISION RECEIVED AND EXERCISED

As a Firefighter Recruit, the Recruit may be required to attend a City of Woodland sponsored fire academy. The Recruit will be expected to successfully complete all facets of the academy. Upon successful completion of the Fire Academy, the Recruit will be promoted to the position of Firefighter.

As a Firefighter, supervision is provided by a Fire Captain. Responsibilities may include supervision of volunteer firefighters, fire explorers, and/or interns.

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

- Respond to fire alarms with assigned company; lay and connect hose lines; hold nozzles and direct water streams; raise and climb ladders.
- Perform rescue operations in a variety of situations including but not limited to rescuing persons from areas threatened by fire, hazardous conditions, confined space, and active shooter/rescue task force events.
- Provide basic life support during medical incidents, assessing and initiating patient care until relieved by proper medical personnel.
- Operate all types of portable fire extinguishers, hand tools, hose lines, power tools and appliances, salvage covers, forcible entry tools, emergency medical equipment and other rescue equipment.
- Participate in fire drills; serve as instructor as assigned; attend training sessions.
- Promote and maintain safety in the workplace.
- Work cooperatively with others as integral part of a team.
- Follow chain of command and be responsive to orders.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present and fit for duty.

OTHER JOB FUNCTIONS

- Respond to hazardous materials incidents and participate as member of the County Hazardous Materials Team. Shut down natural gas and electrical services to structure.
- Participate in fire inspection activities and other fire prevention, community risk reduction, and public education activities as assigned.
- Ensure that businesses are operating in compliance with the fire code.
- Participate in the programs providing various public relations services, including facility tours, public education seminars and other public events.
- Respond to inquiries from the public.
- Assist in investigating fire origin and cause.
- May be requested to respond to emergencies during non-duty hours.
- Control traffic.
- Inventory supplies; maintain records.
- Can serve as “acting positions” when certified.
- Clean station quarters and equipment and maintain a clean and orderly condition in and about the fire station; perform minor building maintenance.
- Operate radio and communications equipment.
- Assist in overhaul and salvage operations.
- Learn a wide variety of firefighting duties, methods, and procedures including the operation of firefighting apparatus, equipment, and tools.
- Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Rules, regulations and operational procedures of the Fire Department.
- Firefighting methods, techniques, and procedures; operating and mechanical principles involved in the operation of fire apparatus and equipment. Dangers and disposition of hazardous materials.
- Emergency medical technician skills including basic life support, CPR, defibrillation, and blood borne pathogens.
- Fire prevention codes and ordinances; building construction; natural gas and electrical shut off procedures.

Skill to:

- Learn firefighting methods and techniques, the operation of firefighting equipment, street location and physical layout of the City, and major fire hazards.
- Demonstrate mechanical aptitude as required in the operation of firefighting equipment.
- Retain presence of mind in emergencies; analyze fire and emergency situations and report to officer.
- Understand and follow oral and written directions promptly and accurately.
- Deal courteously and effectively with the general public.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Efficiently operate a personal computer.

Ability to:

- Tactfully and effectively interact with all people regardless of race, ethnicity, sex, age or economic status and maintain an inclusive environment.
- Perform general office and clerical duties in support of assigned activities.
- Communicate effectively, both orally and in writing.
- Perform physical and strenuous firefighting work requiring strength, coordination, endurance, and flexibility.
- Maintain physical condition necessary to safely and effectively perform the assigned duties.

MINIMUM QUALIFICATIONS**Firefighter Recruit****Education:**

High school diploma or equivalent. College-level coursework in fire science, general management, or related field is desirable. Proof of completion of a Firefighter Academy may be required.

Experience:

Any experience that would likely provide the required ability is qualifying; firefighting experience is desirable.

License or Certificate:

- Proof of valid Candidate Physical Ability Test (valid for one year from issuance date).
- Proof of validated written test completion given by recognized institution such as Fire Candidate Training Center (FCTC), the City of Woodland, or another accepted agency may be required.

Required Upon Hire and Continued Employment:

- Possession of a valid California Driver License
- Emergency Medical Technician Certificate
- Valid CPR certification.

Firefighter

In addition to the minimum education, experience, and Licenses/Certifications for Firefighter Recruit:

License or Certificate:

- Proof of completion of accredited Firefighter Academy, or Firefighter I certification

Required Prior to Permanent Appointment:

- Acquire and maintain a Firefighter endorsement to a California Driver License

Lateral Firefighter

In addition to the minimum education, experience, and Licenses/Certifications for Firefighter Recruit and Firefighter:

Experience:

Possession of at least three (3) years of full-time work experience with a municipal fire agency, including current employment in good standing. Exceptions may be considered for those in lay-off status if deemed not for cause.

License or Certificate:

- Proof of completion of accredited Firefighter Academy required upon hire.

Required Upon Hire and Continued Employment:

- Valid California Commercial Driver License (Class A or B), or Class C w/FF endorsement

Possession of additional experience, licenses, and certifications are considered highly desirable:

- HAZMAT FRO or higher
- Wildland- S130, S131, S190, L180
- ICS 100, 200, 700, 800
- CSFM Firefighter Safety & Survival
- CSFM Auto Extrication
- CSFM Confined Space Awareness or higher
- Rescue Systems 1, 2, and/or 3
- CSFM Trench Rescue
- Swiftwater Rescue Technician or other relevant Water Rescue Certification
- Bilingual proficiency

ADA COMPLIANCE

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.

Must be able to wear Personal Protective Equipment (PPE) such as a Self-Contained Breathing apparatus (SCBA), as regulated by Cal/OSHA. To ensure a proper fit, facial hair must be shaven when it interferes with safe fitting of respiratory protective equipment.

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. When performing actual fire cause investigations or other fire prevention activities, will be required to work outdoors in a variety of weather conditions; tolerate very hot and very cold temperatures; move debris and dirt or other material using a shovel or rake; walk over rough, uneven or rocky surfaces; work at heights greater than 10 feet; climb ladders or steps to reach objects; wear a self-

contained breathing apparatus; hear alarms and other auditory warning devices; observe or monitor objects, such as fire protection equipment and systems to comply with safety standards.

Council Action: July 1, 2025



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.9
SUBJECT: Prudler Community Facilities District Annual Levy and Collection for Fiscal Year 2025/26

Recommendation for Action: Staff recommend the City Council adopt Resolution No. _____, ordering the annual levy and collection of the assessment within the Prudler Community Facilities District for Fiscal Year 2025/2026.

Staff Contact:

Karie Farnham, Financial Services Manager, (530) 661-5846, karie.farnham@cityofwoodland.gov

Fiscal Impact:

The Fiscal Year (FY) 2025/26 assessment is calculated to be \$819.36 for each single family home. If approved, the proposed assessment for the District would generate \$141,167 in revenue. The Prudler Community Facilities District (CFD) assessment will generate sufficient revenue to pay for operational expenditures required to maintain the approved amenities within the District.

Background:

The City Council previously undertook proceedings under and pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982" of the Government Code of the State of California, to form Community Facilities District No. 2022-01 (Prudler Services), to authorize the levy of special taxes upon land within the District to finance the cost of maintenance of public facilities including a neighborhood park, landscaping, lighting, sound walls, and a traffic signal, and incidental expenses within the boundaries of the District.

The City Council, by Ordinance No. 1680, has authorized the levy of a special tax to pay for costs and expenses related to the Prudler CFD.

The Prudler CFD is located in the southeast portion of the City, generally north of Sports Park Drive, south of County Fair Mall, and east of East Street. The District was formed in 2022 and FY2023/24 was the first year properties within the District were assessed.

Discussion:

Each year the City prepares an operating budget to calculate the assessment annually levied on each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel.

This particular CFD requires that the City Council adopt an ordinance to order and annul the levy and collection of assessment. This is typically accomplished at one Council meeting and does not require a public hearing.

Conclusion:

Staff recommend the City Council adopt Resolution No. _____, ordering the annual levy and collection of the assessment within the Prudler Community Facilities District for Fiscal Year 2025/2026.

Prepared by: Karie Farnham, Financial Services Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - CFD 2022-01_Annual Levy FY2025-26

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACTING
AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT
NO. 2022-01 (PRUDLER SERVICES) AUTHORIZING THE ANNUAL LEVY OF
SPECIAL TAXES FOR FISCAL YEAR 2025/26**

WHEREAS, the City Council of the City of Woodland (“City”), previously undertook proceedings under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, to form Community Facilities District No. 2022-01 (Prudler Services) (hereinafter referred to as the “District”), to authorize the levy of special taxes upon land within the District to finance certain services; and

WHEREAS, the City Council, by Ordinance No. 1680 as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said District, and this City Council is desirous to establish the specific rate of the special tax for the District to be collected for the next fiscal year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. That in accordance with the Act and Ordinance, there is hereby levied upon all parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for fiscal year 2025/26 at or below the maximum rates set forth in the attached referenced and incorporated Exhibit A.

SECTION 3. That the rate determined and as set forth above does not exceed the amount as previously authorized by Ordinance of this City Council, and is not in excess of that as previously approved by the qualified electors of the District, and meets the requirements of Proposition 218 that added Articles XIII C and XIII D to the State Constitution.

SECTION 4. That the proceeds of the special tax shall be used to pay, in whole or in part, the cost of the following:

- a. The cost of maintenance of public facilities including a neighborhood park, landscaping, lighting, sound walls, and a traffic signal, within the boundaries of the District; and
- b. Payment of incidental expenses of the District, including costs incurred to determine the amount of and collection of special taxes and costs otherwise incurred in order to carry out the authorized purposes of the District.
- c. The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6. All monies above collected shall be paid into the District funds.

SECTION 7. The Finance Director is hereby authorized to transmit a certified copy of this Resolution to the County of Yolo (“County”) Office of the Auditor-Controller (“County Auditor”). The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected the installment of the special tax, reference is made to the attached Exhibit A for the maximum rates of the Special Tax.

SECTION 8. The adoption of this Resolution constitutes the Authorization of the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

SECTION 9. The City Clerk’s designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the Yolo County Auditor subsequent to the adoption of this Resolution.

SECTION 10. This Resolution relating to the levy of the special tax shall take effect immediately upon its final passage in accordance with the provisions of Government Code Section 53340, as amended.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held the 1st day of July 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
COMMUNITY FACILITIES DISTRICT NO. 2022-01
(Prudler)

FISCAL YEAR 2025/26
SPECIAL TAX RATES

Description	Special Tax Rate
Single Family Property	\$819.36
Approved Property	\$819.36



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.10
SUBJECT: Waiver of Second Reading and Adoption 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 recommend the City Council waive the second reading and adopt Ordinance No. _____, revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the Woodland Municipal Code.

Staff Contact:

Matt Flint, Fire Marshal, (530) 661-5860, matt.flint@cityofwoodland.gov

Background:

The requirement in Section 901.6.4 mandates that all residential properties with an NFPA 13D or California Residential Code-compliant sprinkler system be inspected prior to escrow closing. The inspection may be performed by the Fire Department, a licensed C-16 contractor, or a Type 1 Concern. However, this local mandate has become outdated for the following reasons:

- Redundancy with State Law: State building and fire codes already govern the design, installation, maintenance, and inspection of fire sprinkler systems. Additional resale inspections at the local level are no longer necessary.
- Inconsistent Enforcement: The City does not actively track residential sales in real time, nor does it require notification when a property is entering escrow. This makes the ordinance difficult to enforce uniformly.
- Legal and Liability Exposure: The City could face liability if a resale occurs without the required inspection and a subsequent system failure is tied back to the code requirement. By maintaining an inspection trigger without a consistent enforcement mechanism, the City opens itself to unnecessary risk.
- Burden on Property Owners and Real Estate Transactions: The resale inspection requirement can delay closings, increase costs for homeowners, and create confusion among realtors, especially if one-off inspections are required by the Fire Department.

Discussion:

The ordinance served a valuable purpose when it was first adopted. However, industry practices, building codes, and regulatory authority have evolved. Today, fire sprinkler system integrity is best maintained through routine maintenance by qualified contractors—not by adding regulatory checkpoints during property sales. Removing this section would align with modern code practice and eliminate a potentially problematic administrative burden. This change would reduce administrative demands on the Fire Department and eliminate future legal exposure tied to missed resale inspections.

Conclusion:

Staff recommend the City Council waive the second reading and adopt Ordinance No. _____, revising sections within Chapter 8.20, "Fire Prevention and Emergency Services," to Title 8 of the

Woodland Municipal Code.

Prepared by: Matt Flint, Fire Marshal

Reviewed by: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. Proposed Ordinance - Update Ch 8.20 Fire & Emergency Services_2nd Reading & Adoption
2. Amendments- Residential Resale-c1

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, AMENDING SECTION 8.20.040 TO CHAPTER 8.20 “FIRE
PREVENTION AND EMERGENCY SERVICES” TO TITLE 8 “HEALTH AND
SAFETY” OF THE WOODLAND MUNICIPAL CODE, TO AMEND CITY
AMENDMENTS TO THE ADOPTED CALIFORNIA STATE FIRE CODE**

WHEREAS, pursuant to its underlying police powers, the City is authorized to proscribe and enforce regulations governing conditions hazardous to life and property from fire, explosion, or hazardous materials; and

WHEREAS, in line with that authority, in 2022, pursuant to Ordinance 1699, the City Council adopted the 2022 California Building Standards Code relevant to fire protection, codified at title 24 of the California Code of Regulations part 9 (“California Fire Code”) in its entirety, save and except certain portions that were deleted, modified, or amended as necessary for application of the California Fire Code to the City’s circumstances, as permitted by law and the Code; and

WHEREAS, those modifications are memorialized in the City of Woodland Municipal Code section 8.20.040; and

WHEREAS, City of Woodland Fire Marshal, in reviewing the City’s needs, modern technologies, and the existing provisions of the California Fire Code and Section 8.20.040 has determined that certain revisions to Section 8.20.040 are necessary to comport with the City’s needs; and

WHEREAS, the Fire Marshal proposes Section 8.20.040 be amended to read as shown in Exhibit A, attached hereto and incorporated herein by reference, removing the requirement in Section 8.20.040(D) that residential buildings up for resale undergo a sprinkler inspection and removing the requirement in Section 8.20.040(F) that fire alarm systems in a multi-unit building be energized from the main meter panel board ; and

WHEREAS, the City Council has reviewed the proposed amendments and wishes to adopt them as proposed.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein, including definitions contained therein, by this reference.

SECTION 2. Amendment. Section 8.20.040 of the Woodland Municipal Code is hereby amended to read as shown in Exhibit A.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 17th day of June 2025 and **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 1st day of July 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

§ 8.20.040. Amendments.

The California Fire Code, as described above and adopted by reference in Section 8.20.010, is hereby amended, modified and revised as set forth in this chapter.

- A. Section 202 – General Definitions. Section 202 is amended to add and amend the following definitions:

Building. Any structure used or intended for supporting or sheltering any use or occupancy, including manufactured homes, mobile homes, modular, and multifamily manufactured housing.

Fire Marshal. Shall mean the Chief of the Division of Community Risk Reduction.

- B. Section 307.1.1 – Prohibited Open Burning. Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited open burning. Open burning is prohibited in the City of Woodland. Any burning, open or otherwise, that constitutes a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions or when atmospheric conditions or local circumstance make such fires hazardous shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, other responsible person or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

- C. Section 508 – Fire Command Center. Section 508.2 is added to read as follows:

508.2 Fire control room for new commercial buildings. All new commercial buildings not addressed in Section 508.1 shall be provided with a Fire Control Room, conforming to the specifications set forth in Sections 508.2.1 through 508.2.6.

508.2.1 Location and access. The location and access to the fire command center shall be approved by the fire code official.

508.2.2 Equipment. Fire Control Rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment. Storage of other materials is prohibited.

508.2.3 Dimensions. Fire Control Rooms shall have minimum dimensions of five feet by seven feet.

508.2.4 Fire rating. Fire Control Rooms shall be constructed with a one-hour fire rating.

508.2.5 Access. Fire Control Rooms shall be provided with an exterior access door approved by the fire code official.

508.2.6 Signage. Durable signage shall be provided on the exterior side of the access door.

- D. Section 903.1 – Automatic Sprinkler Systems—General. Section 903.1 is amended to read as follows:

903.1 General. Automatic sprinkler systems shall comply with this section and the following:

An automatic sprinkler system shall be installed in the occupancies and locations set forth in this Chapter and in the locations and according to the conditions described below:

- (1) In all buildings other than Group R, Division 2,3 and 4 in which the total floor area of all floors is 5,000 square feet or more, or any building which are three or more stories regardless of height.

Exceptions:

1. Group U occupancies, not including private garages attached to R-3 Occupancies.
 2. In storage and bulk handling facilities for grain, including grain elevators and flat storage buildings, automatic fire sprinklers shall not be required in areas where the grain is stored, provided:
 - a. An automatic fire extinguishing sprinkler system is not otherwise required for code compliance;
 - b. The floor area of the building or structure does not exceed the maximum basic allowable floor area permitted for specific types of construction as specified in Table 504.3 and including the allowable increases for clear yard spaces as specified in the California Building Code; and
 - c. The construction of the building or structure complies with all other code provisions for the properly assigned group occupancy classification and type of construction.
- (2) Notwithstanding other provisions of this section, the requirement described in this Section 903.1 shall be applied to alterations, repairs, additions and changes of occupancy of existing buildings as follows:
- a. Where there is no change of occupancy, alterations or repairs not increasing fire area, total height, or number of stories of an existing building may be made without making the entire building comply with this section.
 - b. No change shall be made in the character of the occupancy or use of any existing building or structure unless the entire building or structure is made to comply with this section.

Exceptions:

1. The character of the occupancy of existing buildings may be changed subject to the approval of the building official and the approval of the fire chief, and the building may be occupied for purposes in other occupancy groups without conforming to all the requirements of this section or the California Building Code for those groups, provided the new or proposed use is not more hazardous, based on life and fire risk, than the existing use.
 2. No change in the character of occupancy of a building shall be made without a certificate of occupancy, as required by California Building Code. The building official may issue a certificate of occupancy pursuant to the intent of the above exception without certifying that the building complies with all provisions of this section and provisions of the California Building Code.
- (3) In other areas and occupancies as required in Section 903 of the California Building Code.
- E. Section 2306.2.3 – Above-Ground Tanks Located Outside, Above Grade. Section 2306.2.3 is amended to read as follows:
- 2306.2.3 Above-ground tanks located outside, above grade.** Above-ground tanks used for automotive fuel dispensing stations open to the public for retail sales of Class I, II or IIIA liquid motor fuels shall not exceed two tanks totaling 2,000 gallons each.
- F. Section 2308.3.2 – Established Limits and Maximum Capacity. Section 2308.3.2 is added to read as follows:
- 2308.3.2 Established limits and maximum capacity.** The storage of compressed natural gases is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.
- G. Section 5301.1.1 – Established Limits and Maximum Capacity. Section 5301.1.1 is added to read as follows:
- 5301.1.1 Established limits and maximum capacity.** The storage of compressed natural gases is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.
- H. Section 5601.9 – Prohibited and Limited Acts. Section 5601.9 is added to read as follows:
- 5601.9 Prohibited and limited acts.** Storage of explosive materials is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

- I. Section 5706.4.5.1 – Established Limits. Section 5706.4.5.1 is added to read as follows:

5706.4.5.1 Established limits. Bulk plants or terminals for receiving or storage of flammable or combustible liquids are limited within the limits established by law as the limits of districts in which such storage is limited.

- J. Section 5706.5.1.1.1 – Established Limits. Section 5706.5.1.1.1 is added to read as follows:

5706.5.1.1.1 Established limits. Bulk transfer and process transfer operations for receiving or transferring flammable or combustible liquids are limited within the limits established by law as the limits of districts in which such operations is limited.

- K. Division II – Administration. Chapter 1, Division II -Administration is hereby amended as follows:

1. Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Woodland, hereinafter referred to as "this code."

2. Section 112.4 is amended to read as follows:

112.4 Violation penalties. Persons who shall violate any provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall subject the violator to any or all of the following: suit for civil remedy or criminal penalty, or the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

The criminal penalty for the first offense shall be punishable as an infraction as defined by the California Penal Code, as amended from time to time. The criminal penalty for a second offense or more, shall be punishable as a misdemeanor as defined by the California Penal Code, as amended from time to time. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Nothing in this paragraph shall be construed as precluding the application of the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

§ 8.20.040. Amendments.

The California Fire Code, as described above and adopted by reference in Section 8.20.010, is hereby amended, modified and revised as set forth in this chapter.

- A. Section 202 – General Definitions. Section 202 is amended to add and amend the following definitions:

Building. Any structure used or intended for supporting or sheltering any use or occupancy, including manufactured homes, mobile homes, modular, and multifamily manufactured housing.

Fire Marshal. Shall mean the Chief of the Division of Community Risk Reduction.

- B. Section 307.1.1 – Prohibited Open Burning. Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited open burning. Open burning is prohibited in the City of Woodland. Any burning, open or otherwise, that constitutes a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions or when atmospheric conditions or local circumstance make such fires hazardous shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, other responsible person or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

- C. Section 508 – Fire Command Center. Section 508.2 is added to read as follows:

508.2 Fire control room for new commercial buildings. All new commercial buildings not addressed in Section 508.1 shall be provided with a Fire Control Room, conforming to the specifications set forth in Sections 508.2.1 through 508.2.6.

508.2.1 Location and access. The location and access to the fire command center shall be approved by the fire code official.

508.2.2 Equipment. Fire Control Rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment. Storage of other materials is prohibited.

508.2.3 Dimensions. Fire Control Rooms shall have minimum dimensions of five feet by seven feet.

508.2.4 Fire rating. Fire Control Rooms shall be constructed with a one-hour fire rating.

508.2.5 Access. Fire Control Rooms shall be provided with an exterior access door approved by the fire code official.

508.2.6 Signage. Durable signage shall be provided on the exterior side of the access door.

- ~~D. Section 901.6.4 Resale inspection Residential sprinkler systems. Section 901.6.4 is added to read as follows:~~

~~**901.6.4 Resale inspection residential sprinkler systems.** All residential occupancies up for resale and equipped with a NFPA 13D sprinkler system or sprinkler system meeting~~

~~the requirements of the California Residential Code, are required to be inspected by a representative from the Woodland Fire Department, State of California Contractor State License Board Licensed Fire Protection Contractor (C-16), or California State Fire Marshal Licensed A (Type 1) Concern. All necessary repairs shall be completed and verified prior to the closing of escrow.~~

E.D. Section 903.1 – Automatic Sprinkler Systems—General. Section 903.1 is amended to read as follows:

903.1 General. Automatic sprinkler systems shall comply with this section and the following:

An automatic sprinkler system shall be installed in the occupancies and locations set forth in this Chapter and in the locations and according to the conditions described below:

- (1) In all buildings other than Group R, Division 2,3 and 4 in which the total floor area of all floors is 5,000 square feet or more, or any building which are three or more stories regardless of height.

Exceptions:

1. Group U occupancies, not including private garages attached to R-3 Occupancies.
2. In storage and bulk handling facilities for grain, including grain elevators and flat storage buildings, automatic fire sprinklers shall not be required in areas where the grain is stored, provided:
 - a. An automatic fire extinguishing sprinkler system is not otherwise required for code compliance;
 - b. The floor area of the building or structure does not exceed the maximum basic allowable floor area permitted for specific types of construction as specified in Table 504.3 and including the allowable increases for clear yard spaces as specified in the California Building Code; and
 - c. The construction of the building or structure complies with all other code provisions for the properly assigned group occupancy classification and type of construction.
- (2) Notwithstanding other provisions of this section, the requirement described in this Section 903.1 shall be applied to alterations, repairs, additions and changes of occupancy of existing buildings as follows:
 - a. Where there is no change of occupancy, alterations or repairs not increasing fire area, total height, or number of stories of an existing building may be made without making the entire building comply with this section.
 - b. No change shall be made in the character of the occupancy or use of any existing building or structure unless the entire building or structure is made to comply with this section.

Exceptions:

1. The character of the occupancy of existing buildings may be changed subject to the approval of the building official and the approval of the fire chief, and the building may be occupied for purposes in other occupancy groups without conforming to all the requirements of this section or the California Building Code for those groups, provided the new or proposed use is not more hazardous, based on life and fire risk, than the existing use.
2. No change in the character of occupancy of a building shall be made without a certificate of occupancy, as required by California Building Code. The building official may issue a certificate of occupancy pursuant to the intent of the above exception without certifying that the building complies with all provisions of this section and provisions of the California Building Code.
- (3) In other areas and occupancies as required in Section 903 of the California Building Code.

~~F. Section 907.6.2.1 Fire Alarm Circuits. Section 907.6.2.1 is added to read as follows:~~

~~**907.6.2.1 Fire alarm circuits.** When providing a fire alarm circuit in a multiple occupancy type building (multiple metering), the circuit shall be energized from the main meter panel board.~~

G.E. Section 2306.2.3 – Above-Ground Tanks Located Outside, Above Grade. Section 2306.2.3 is amended to read as follows:

2306.2.3 Above-ground tanks located outside, above grade. Above-ground tanks used for automotive fuel dispensing stations open to the public for retail sales of Class I, II or IIIA liquid motor fuels shall not exceed two tanks totaling 2,000 gallons each.

H.F. Section 2308.3.2 – Established Limits and Maximum Capacity. Section 2308.3.2 is added to read as follows:

2308.3.2 Established limits and maximum capacity. The storage of compressed natural gases is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

I.G. Section 5301.1.1 – Established Limits and Maximum Capacity. Section 5301.1.1 is added to read as follows:

5301.1.1 Established limits and maximum capacity. The storage of compressed natural gases is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

J.H. Section 5601.9 – Prohibited and Limited Acts. Section 5601.9 is added to read as follows:

5601.9 Prohibited and limited acts. Storage of explosive materials is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

K.I. Section 5706.4.5.1 – Established Limits. Section 5706.4.5.1 is added to read as follows:

5706.4.5.1 Established limits. Bulk plants or terminals for receiving or storage of flammable or combustible liquids are limited within the limits established by law as the limits of districts in which such storage is limited.

L.J. Section 5706.5.1.1.1 – Established Limits. Section 5706.5.1.1.1 is added to read as follows:

5706.5.1.1.1 Established limits. Bulk transfer and process transfer operations for receiving or transferring flammable or combustible liquids are limited within the limits established by law as the limits of districts in which such operations is limited.

M.K. Division II – Administration. Chapter 1, Division II -Administration is hereby amended as follows:

1. Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Woodland, hereinafter referred to as "this code."

2. Section 112.4 is amended to read as follows:

112.4 Violation penalties. Persons who shall violate any provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall subject the violator to any or all of the following: suit for civil remedy or criminal penalty, or the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

The criminal penalty for the first offense shall be punishable as an infraction as defined by the California Penal Code, as amended from time to time. The criminal penalty for a second offense or more, shall be punishable as a misdemeanor as defined by the California Penal Code, as amended from time to time. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Nothing in this paragraph shall be construed as precluding the application of the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

(Prior code §§ 9-9—9-9-3, 9-11, 9-12, 9-14, 9-17, 9-18, 9-22—9-26; Ord. 1650 § 4, 2019; Ord. 1699 § 4, 2022)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.11
SUBJECT: Award Contracts to West Coast Arborists, Inc. for Tree Pruning and Maintenance Services and Stump Grinding Services

Recommendation for Action: Staff recommend the City Council approve Resolution No. _____, authorizing the City Manager to 1) Execute a two-year tree pruning and maintenance services agreement with West Coast Arborists, Inc. in the amount not-to-exceed \$648,783 per year for July 1, 2025 to October 31, 2027 with the option to extend the agreement for up to three additional one-year terms; and 2) Execute a two-year maintenance service agreement for stump grinding services with West Coast Arborists, Inc. for July 1, 2025 to October 31, 2027 in the amount not-to-exceed \$15,000 per year.

Staff Contact:

Jenna Moncrief, Management Analyst, (530) 661-2023, jenna.moncrief@cityofwoodland.gov

Fiscal Impact:

The amount of \$648,783 for tree pruning and maintenance per year, and the amount of \$15,000 for stump grinding services per year will be funded by the general fund, Measure F, and various lighting and landscape districts. This funding is included in the approved FY26 budget. The pruning and maintenance services contract includes a contingency for up to \$20,000 per year. The contingency funding will be available for unanticipated maintenance services. The total compensation, between the two contracts, for FY26 and for FY27 shall not exceed \$663,783 per year.

The tree pruning and maintenance agreement includes an option to extend for three additional one-year terms. For each additional year, if applicable, the contract will include a 4% contract increase.

Background:

Urban forests provide a wide range of community benefits, including energy savings, storm water retention, air quality improvements, carbon sequestration, increased property value, and more. The City's 2018 Urban Forest Resource Analysis performed by Davey Resource Group valued the cumulative benefits of public trees at nearly \$1.7 million. Proper tree care, like cyclical pruning, will protect the City's investment in its over 18,000 public trees and ensure that the urban forest continues to add value to our community for years to come.

Cyclical tree pruning is a standard maintenance procedure that is performed by most agencies across the country in an effort to promote a healthy urban forest and mitigate potential liability. The City of Woodland Climate Action Plan, approved by Council in May 2017, identifies cyclical pruning as a strategy to maintain existing trees and, thus, accomplish goals in the Urban Forest and Open Space focus area (Strategy UF-3). In addition, the Urban Forest Master Plan, approved by Council in March of 2019 supports the ongoing, regular maintenance of the City's Urban Forest. Specifically, Goal #5 is that all public trees should be pruned and maintained on a 7-year cycle depending on funding and resources.

Implementing a 7-year maintenance cycle, in addition to reactive maintenance, cannot be completely accomplished by in-house staff. The City currently has less than three approved full-time positions in

the Urban Forestry division. With over 18,000 City trees to maintain and limited Urban Forestry staff, it is necessary to contract out most of the tree pruning and maintenance services.

Discussion:

Staff is requesting approval of two maintenance service agreements with West Coast Arborists, Inc. (WCA). The first agreement, for tree pruning and maintenance services, would have a term starting July 1, 2025 to October 31, 2027 with the option to extend for up to three additional one-year terms. The second agreement, for stump grinding services, would be from July 1, 2025 to October 31, 2027. WCA is a professional tree maintenance company that possesses the means and a strong historical working knowledge of our City's urban forest, to fulfill tree care services. WCA has a well-established working relationship with the City of Woodland, as well as many other local agencies in our area, including the City of Sacramento, West Sacramento, Roseville, Elk Grove, and Davis. This contract will allow the City to stay up-to-date on the 7-year pruning cycle.

Staff propose the City Council approve these professional service agreements by "piggy-backing" off of the City of Sacramento's procurement process as was done in previous fiscal years. City of Woodland Municipal Code section 3.32.140(c) provides that the City does not have to perform its own competitive bid procedure for non-public projects in certain circumstances, including when a competitive bid procedure has been conducted by another public agency (including another local agency), and the price to the City is equal to or better than the price to the other public agency. The City's Code also provides that landscape maintenance projects are considered non-public projects.

The City of Sacramento issued a Request for Proposals (RFP) for tree pruning services. The City of Sacramento received eight proposals, which were evaluated based on: (1) capabilities, qualifications, and experience; (2) references; and (3) the relative value offered by competitive pricing. The City of Sacramento determined that WCA was the most qualified contractor to provide tree maintenance services. The City of Sacramento City Council awarded a two-year non-professional services agreement, with options to extend to for three additional one-year terms, to WCA on June 24, 2025, in the amount of, not to exceed \$4 million for the first two years, and not-to-exceed \$10 million overall.

The City of Sacramento also issued a Request for Proposals (RFP) for stump grinding services. The City of Sacramento received five proposals, which were evaluated based on: (1) capabilities, qualifications, and experience; (2) references; and (3) the relative value offered by competitive pricing. The City of Sacramento determined that WCA was the most qualified contractor to provide stump grinding services. The City of Sacramento City Council awarded a two-year non-professional services agreement to WCA on June 24, 2025 for the amount not to exceed \$500,000.

The City of Woodland has less extensive maintenance needs than the City of Sacramento but can use the economy-of-scale pricing that Sacramento received due to its large urban forest. City staff recommend the City enter the two maintenance service contracts as detailed above.

Another benefit associated with this contract is the requirement to provide detailed electronic documentation of all maintenance performed on our trees. This information can then be easily uploaded to the Maintenance Management Software (MMS) and used for tracking maintenance, as well as identifying immediate and potential long-term issues.

Conclusion:

Staff recommend the City Council approve Resolution No. _____, authorizing the City Manager to 1) Execute a two-year tree pruning and maintenance services agreement with West Coast Arborists, Inc. in the amount not-to-exceed \$648,783 per year for July 1, 2025 to October 31, 2027 with the option to extend the agreement for up to three additional one-year terms; and 2) Execute a two-year

maintenance service agreement for stump grinding services with West Coast Arborists, Inc. for July 1, 2025 to October 31, 2027 in the amount not-to-exceed \$15,000 per year.

Prepared by: Jenna Moncrief, Management Analyst

Reviewed by: Christine Ferrara, Community Service Director



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Contracts with WCA
2. WCA Professional Services Agreement FY26-27 - Tree Pruning
3. WCA Professional Services Agreement FY26-27 - Stump Grinding

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE TWO MAINTENANCE
SERVICE AGREEMENTS WITH WEST COAST ARBORISTS, INC. FOR
PRUNING AND MAINTENANCE SERVICES AND FOR STUMP GRINDING
SERVICES**

WHEREAS, the City performs annual cyclical pruning and tree maintenance on its urban forest to promote public safety and tree health; and

WHEREAS, West Coast Arborists, Inc.; a tree maintenance company, provides municipal tree maintenance service to other local communities, including the Cities of Roseville, Elk Grove, West Sacramento, Davis, and Sacramento; and

WHEREAS, the City Municipal Code Section 3.32.140(c) provides that the City does not have to perform its own competitive bid procedure for non-public projects in certain circumstances; and

WHEREAS, the City of Sacramento conducted a competitive bid procedure for tree pruning services; and

WHEREAS, the City of Sacramento conducted a competitive bid procedure for stump grinding services; and

WHEREAS, “piggy-backing” on the City of Sacramento’s competitively bid tree pruning and stump grinding agreements would benefit the City by economy of scale pricing; and

WHEREAS, the proposed tree pruning contract results in an annual cost of \$648,783, which includes a contingency not to exceed \$20,000 for services provided to the City of Woodland for Fiscal Year (“FY”) 26 and for FY27; and

WHEREAS, the proposed stump grinding contract results in an annual cost of \$15,000 for services provided to the City of Woodland for FY26 and for FY27; and

WHEREAS, funding in support of this contract is identified in the approved FY26 budget.

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

SECTION 1. Authorize the City Manager to execute a tree pruning and maintenance services agreement with West Coast Arborists, Inc. in an amount not to exceed \$648,783 per year, for an overall amount of \$1,297,566 for the period of July 1, 2025 to October 31, 2027. The agreement shall also have the option of three additional one-year extensions, including an additional 4% contract increase per year that the agreement is in effect.

SECTION 2. Authorize the City Manager to execute a stump grinding services agreement with West Coast Arborists, Inc. in an amount not to exceed \$30,000 for the period of July 1, 2025 to October 31, 2027.

SECTION 3. Authorize the City Attorney to make clarifying and confirming changes to the Agreements provided the total contract amount does not change.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 1st day of July 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

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR
FY26-FY27 TREE PRUNING AND MAINTENANCE SERVICES**

CM #	
------	--

This Agreement is made and entered into this_____ day of July, 2025 by and between the City of Woodland, a California municipal corporation (“City”) and West Coast Arborists, Inc. a California Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

- A. Contractor desires to perform and assume responsibility for the provision of certain professional contract services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Tree Pruning services to public clients, is licensed in the State of California, and is familiar with the plans of City.
- B. The City of Sacramento awarded a contract to Contractor for similar tree pruning and maintenance services through a competitive bid process, and the City of Woodland is permitted under the terms of its Municipal Code to make use of Sacramento’s procurement process for Contractor’s provision of services to the City.
- C. Contractor agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.
- D. City desires to engage Contractor to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the tree pruning and maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance

with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from July 1, 2025 to October 31, 2027 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement for three additional one-year extensions.

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation for this Agreement shall not exceed Six Hundred Forty-Eight Thousand Seven Hundred Eighty Three Dollars (\$648,783.00). Contractor shall not be reimbursed for any expenses unless authorized in writing by City. Should the parties agree to extend the agreement past the initial term, there will be an increase of four percent (4%) per year that the contract is in place. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONTRACTOR.

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

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

5.3 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as

to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: James Speck.

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

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

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

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

5.6 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

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

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

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

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

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

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

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

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

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

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

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

11. GENERAL PROVISIONS

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

City:

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

Contractor:

Victor Gonzalez, Vice President
2200 East Via Burton Street
Anaheim, CA 92806
(800) 521-3714 vgonzalez@wcainc.com

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

11.2 Indemnification.

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

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

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

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

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

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

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

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

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

11.5 California Labor Code Requirements.

11.5.1 Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

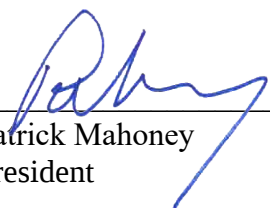
[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

WEST COAST ARBORISTS, INC.

By: _____
Ken Hiatt
City Manager

By: _____
Patrick Mahoney
President

Attest:

By: _____
Sarah Lansburgh
City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

The scope of contracted work shall consist of removal, pruning, and other maintenance of trees, palms and other woody plants, in various locations within the City of Woodland. Work shall be supervised and approved by representatives of the Department of Community Services’ Urban Forestry staff.

I. GENERAL PROVISIONS.

The Contractor shall be aware of and shall comply with the Woodland City Codes governing tree pruning work, traffic control and any other regulations that may affect operations. Refer to City of Woodland’s Standard Specifications, Section 23. The Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of this Agreement. All work shall be performed by a tree care contractor, who shall be licensed by the California Contractors State License Board (Classification C-61/Category D-49) to provide such contract services within the State of California and the City of Woodland.

A. A. Inspection and Oversight.

The contract will be managed by a member of the Urban Forestry staff, serving in the capacity of Contract Inspector. The Inspector provides the principal contract management and monitoring function and is the primary contact point for communication between the City and the Contractor.

The Inspector will ensure compliance with the contract documents, observing work both during progress and upon completion. The Inspector will make routine independent inspections of all sites maintained by the Contractor, which may or may not be announced and do not require the presence of the Contractor. Inspections shall be both visual and operational. In addition, the Inspector may call for the Contractor to meet on the site for walkthrough inspections. The Inspector will schedule such meetings at the discretion of the City.

The Inspector will review the site for cleanliness, adherence to pruning standards, safety procedures and proper traffic and pedestrian control. The Inspector will give the contractor an opportunity to correct or replace non-conforming deliverables or services if this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the City.

The Inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the Contractor’s non-performance will be deducted from any money due the Contractor. The Inspector will document in the contract file the basis for any amounts withheld.

B. Record Keeping and Invoicing.

The contractor shall invoice Urban Forestry bi-weekly, in a format approved by the City. This format will include but not be limited to date of work, address where work was performed, type of work performed, corresponding inventory/tree identification and shall be used for each invoice and must be completed in its entirety. The Contractor will supply work history reports on a quarterly basis, or upon request by the Inspector, in a format approved by the City.

C. Work Week.

The normal work week shall be Monday through Friday, 7:30 a.m. to 4:00 p.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff. The Contractor shall notify Urban Forestry staff by 7:30 a.m. daily, by e-mail, with starting locations for each crew and contact phone number for foreman.

D. Allocation and Completion of Work Orders.

Work Orders shall be allocated by Urban Forestry staff based on actual service requirements and available funding. All work orders will be assigned on an "as-needed" basis as determined by Urban Forestry. It is possible that no services may be required by the City from a Contractor during all or any portion of the Agreement term. All work orders assigned to the Contractor shall be completed within 10 calendar days except where otherwise noted.

E. Qualified Personnel.

F. The contractor shall provide qualified supervisory staff who are physically present at each job site.

1. Each crew shall consist of at least one employee with current certification as a International Society of Arboriculture Certified Tree Worker.
2. Each crew shall consist of at least one supervising employee with current certification as an International Society of Arboriculture Certified Arborist.
3. Each crew shall consist of at least one supervising employee with training in current Best Management Practices in California for Tree Care for Birds and Other Wildlife.

F. Equipment.

All vehicles and equipment used in the performance of work assigned under this Agreement shall be in good working order and in compliance with all local, state, and federal laws.

1. Vehicles shall display signage denoting the contractor's name, telephone number, and "City of Woodland Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside the scope of this Agreement.
2. Contractor vehicles will be equipped with all warning lights, signage, and other

equipment necessary to safely work in the City right-of-way.

G. Damage to Property.

Public or private property damaged as a result of the Contractor's operations shall be repaired or replaced at the Contractor's sole cost and expense and shall be repaired or replaced back to the original existing conditions.

H. Safety.

The Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

1. The Contractor shall be solely responsible for complying with O.S.H.A. and Cal O.S.H.A. Safety Orders, City Code, and the California Manual on Uniform Traffic Control Devices (MUTCD), so as to protect all persons, including employees from foreseeable injury, or damage to property.
2. All work within 10 feet of any overhead high voltage electrical conductors shall be referred to Pacific Gas & Electric (PG&E) by the Contractor. Work shall be scheduled by the Contractor in cooperation with PG&E and shall be conducted in such a manner as to minimize disruption of service and disturbance of residents.
3. Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from Urban Forestry staff.

I. Work Affecting the Public Right-Of-Way.

The Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and the Contractor agrees that during the progress of the work, the Contractor shall constantly protect and preserve the safety of the public. The Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by the Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane and pedestrian closures and deliveries of material and equipment.

1. Temporary Traffic Control Requirements.

The Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall be for the duration of the service or project, and shall not be limited to working hours. The use of flagmen, barricades, and construction signage shall comply with the current edition of the California MUTCD.

The Contractor shall not be allowed to work until a City-approved traffic control plan is on file with the Inspector. If the Inspector determines at any time that actual traffic conditions under the approved plan are not adequate to ensure public safety, the Engineer may require the plan to be immediately modified. If a hazardous condition cannot be eliminated by plan modification, the Inspector may require work under the plan be stopped, and the plan suspended, until the safety hazard is remedied. The Contractor shall not be entitled to any costs, damages or extension of Contract time arising from any stop work order issued by the Inspector under this Section.

The Contractor shall provide safe pedestrian and disabled access through or around the construction area at all times. Sidewalk closure shall comply with federal and state disability access laws and regulations. The Contractor shall provide access to all existing driveways, adjacent parking areas, and buildings at all times unless other arrangements are made with the property owner and approved by the Inspector. Access for emergency vehicles shall be clear at all times.

All work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, the Contractor shall maintain at least one travel lane in each direction at all times on two-way Primary Streets (defined below), and at least two travel lanes at all times on one-way Primary Streets. The Contractor shall also maintain local property access and access to existing public cross-streets.

The Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten working days prior to the start of any work that requires the closure of a sidewalk or traffic lane. Traffic control plans must be submitted to and approved by the City Traffic Engineer prior to work commencing. The traffic control plan shall include the following information:

- a. The name and business address of the applicant.
- b. A diagram showing:
 1. The location of the proposed work area;
 2. The location of areas where the public right-of-way will be closed or obstructed; and
 3. The placement of traffic control devices necessary to perform the work.
- c. The proposed phases of traffic control in a narrative format including a description and dates for the beginning and ending of each phase.
- d. The time periods when the traffic control will be in effect.

2. Temporary Street Parking Lane Closure.

The Contractor shall provide barricades with signage noting parking restrictions and days and times of scheduled tree care operations at least 72 hours in advance of work. All barricades and signage must be approved by Urban Forestry staff. Parking closure

signs shall not be attached to trees. Parking closure signs shall not indicate TOW AWAY zones.

J. Parking and Traffic Violations.

Parking and traffic citations as a result of violations shall be solely the responsibility of the Contractor.

II. TECHNICAL SPECIFICATIONS.

The Contractor shall provide the following services, as requested by Urban Forestry:

- Demand Pruning
- Programmed Pruning
- Crown Reduction/Crown Clean for English Elms
- Palm Pruning
- Tree Removal
- Crane Services
- Unscheduled Work or Storm/Emergency Work Crew Services

Note: English elms not requiring a crown reduction will be billed at programmed or demand based pruning rates.

Tree care operations shall be in accordance with current standards as established by the American National Standard Institute (ANSI). Specifically, current ANSI A300 (Tree, Shrub and Other Woody Plant Maintenance-Standard Practices), ANSI Z133 (Safety Requirements for Arboricultural Operations) and accompanying International Society of Arboriculture "Best Management Practices" publications shall be adhered to. Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or in the case of emergencies.

With the exception of work requested on a time and materials basis, all pruning orders shall be based on complete pruning of the entire tree.

A. Tree Pruning.

Work orders for programmed pruning are based on street block areas within the City of Woodland boundaries. Generally, programmed pruning areas are planned as contiguous areas. Work orders for demand-based pruning are based on service requests with specific objectives in various locations within the City of Woodland boundaries and may or may not be at contiguous locations.

Notwithstanding the referenced ANSI standards, trees and palms shall be pruned as follows:

1. Mature Trees.

Tree crowns shall be cleaned, raised, reduced, thinned or any combination of these methods to achieve the following objectives:

- a. Remove dead branches that are greater than 1 inch at the point of attachment.
- b. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- c. Remove mistletoe and/or vines growing on the tree.
- d. Improve tree growth and form to maximize safety, structural integrity, and health.
- e. Prune to provide eventual clearance of 14 feet over roadways; prune to provide eventual clearance of 8 feet over pedestrian pathways; prune to provide eventual clearance of 5 feet around buildings and other structures, including, but not limited to roofs, gutters, fireplaces, television antennas, and utility service connections.
- f. Prune to clear line of sight for streetlights, traffic signs and signals, and street signs.

The contractor shall not remove more of the tree crown than is necessary to achieve the above objectives.. Under no circumstances shall more than 25 percent of the crown be removed on a mature tree without approval from the Inspector.

Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or when performing an emergency rescue.

All tree care activities shall be performed using methods that minimize the impacts to nesting wildlife.

When reducing the length of a permanent limb, the resulting terminal branch should be at least 1/3 the diameter of the parent limb.

The Contractor shall notify Urban Forestry staff if any defects are found in a tree while pruning.

2. Young Trees.

Unless otherwise directed by the Inspector, the Contractor shall use a combination of removal and reduction cuts in the application of the natural pruning system to conserve the characteristic growth patterns of each tree and achieve the following objectives for young trees with a trunk diameter of approximately 8 inches or less.

- a. Remove dead branches.
- b. Remove diseased, decayed, broken, weakly attached and/or crossing branches.
- c. Develop strong central leader and radially and vertically symmetric distribution of branches as appropriate for the species.
- d. Encourage trunk taper by retaining temporary branches until diameter at the point

of attachment is approximately 1/3 of the diameter of the parent branch.

- e. Select and develop permanent branches.
- f. Minimize conflicts with pedestrians, vehicles, and sightlines at street intersections.

The contractor shall not remove more of the tree crown than is necessary to achieve the above objectives. Under no circumstances shall more than 50 percent of the crown of be removed on a young tree without approval from the Urban Forestry staff.

Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or when performing an emergency rescue.

All tree care activities shall be performed using methods that minimize the impacts to nesting wildlife.

When reducing the length of a permanent limb, the resulting terminal branch should be at least 1/3 the diameter of the parent limb.

The Contractor shall notify the Urban Forestry staff if any substantial defects are found in a tree while pruning

3. Palms.

Unless otherwise directed by the Inspector, the Contractor shall use removal cuts in the application of the natural pruning system to conserve the characteristic growth patterns of each tree and achieve the following objectives for palms.

- a. Remove dead and dying fronds.
- b. Prune palm crown to no narrower than a 9 and 3 o'clock position.
- c. Remove loose frond sheaths along the entire length of the trunk.
- d. Remove fruit and flowers.
 - i) A chainsaw may only be used on dead fronds. Use of a handsaw is required on green fronds and fruit/flowers.

B. Tree Removal.

Notwithstanding the referenced ANSI Standards, trees, palms and other woody plants shall be removed as follows:

1. Remove all tree parts in a safe and efficient manner. Where necessary, tree parts shall be lowered by rope, crane, or other suitable means to avoid damage to surrounding property, including adjacent trees.
2. Ropes or other rigging shall not be placed so as to cause damage to adjacent property or trees

3. Trees shall be removed to within 6 inches of grade, measured from the soil line where the trunk meets the ground.

C. Debris Removal.

The scope of work shall include removal and disposal of brush and debris generated by said work. Waste material shall be disposed of at the contractor's expense at a location designated and/or approved by the City. Waste material shall not be given away or sold as firewood. Waste material (excepting trees affected by Dutch Elm Disease) shall not be landfilled. Recycling of wood and wood chips through sustainable uses is strongly encouraged.

Contractor shall provide wood or trunk samples if requested by Urban Forestry staff. Debris resulting from contractor's operations shall not be left on any work sites overnight. Upon completion of a work, the site shall be left in a clean and orderly condition.

D. Tool Sanitation and Disease Transmittal

Contractor's tools that have potential to transmit pests or diseases to other trees shall be disinfected prior to initiating work within the City, after work on any potentially diseased trees, and prior to reinitiating work after any work outside of City-contracted services.

All lead workers that supervise tree care operations under the terms and conditions of this Agreement shall attend a Dutch Elm Disease awareness and training class, provided by Urban Forestry, prior to any work on species susceptible to the disease. Disposal sites and methods for Dutch Elm Disease-infected tree parts shall be approved by Urban Forestry staff.

Due to disease concerns regarding Canary Island Date Palms (*Phoenix canariensis*) and California fan palms (*Washington filifera*), live fronds, flowers and fruit parts must be pruned with handsaws.

Chain saws and hand saws shall be thoroughly disinfected before and after use on any species of palm or elm using a disinfectant approved by Urban Forestry. Chain saws shall have the clutch cover removed and the chain, bar, and clutch area shall be sprayed. Handsaws are to be completely disinfected after each use. Chain saws and hand saws shall be disinfected with each use before pruning the next tree.

EXHIBIT B

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR'S Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of six hundred forty-eight thousand seven-hundred eighty three dollars (\$648,783) .
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR'S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made pursuant to the terms of the Agreement. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the bi-weekly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR'S Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) CONTRACTOR'S remit address for payment
 - (8) Description of services billed under Invoice
 - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Agreement
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR'S failure to comply with the invoice format described above.

Submitting Invoices:

Email.

Submit email invoices and any attachments to: Westley.Schroeder@cityofwoodland.gov

Mail:

If emailing invoices and attachments is not an option, mail to:

Westley Schroeder, Park Superintendent
2001 East Street
Woodland, CA 95776

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an amendment to this Agreement is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

6. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR'S compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR'S breach of this Section 6.

**EXHIBIT B
ATTACHMENT 1**

Work Type	Unit Measure	FY26 Unit Price	FY27 Unit Price	FY28* Unit Price	FY29* Unit Price	FY30* Unit Price
Hourly Rate for Basic Services						
3-person Crew Rental	Hour	\$ 315	\$ 315	\$ 324	\$ 333	\$ 342
3-person emergency crew rental	Hour	\$ 450	\$ 450	\$ 462	\$ 474	\$ 489
Emergency Crane Rental	Hour	\$ 195	\$ 195	\$ 200	\$ 206	\$ 212
Unit Price - Demand Pruning						
0-6 DBH	Each	\$ 95	\$ 95	\$ 97	\$ 99	\$ 101
7-12 DBH	Each	\$ 195	\$ 195	\$ 200	\$ 205	\$ 212
13-24 DBH	Each	\$ 500	\$ 500	\$ 515	\$ 530	\$ 545
25-36 DBH	Each	\$ 500	\$ 500	\$ 515	\$ 530	\$ 545
37-48DBH	Each	\$ 1,150	\$ 1,150	\$ 1,184	\$ 1,215	\$ 1,255
>49DBH	Each	\$ 1,150	\$ 1,150	\$ 1,184	\$ 1,215	\$ 1,255
Unit Price - Program Pruning						
0-6 DBH	Each	\$ 80	\$ 80	\$ 82	\$ 84	\$ 86
7-12 DBH	Each	\$ 135	\$ 135	\$ 142	\$ 147	\$ 150
13-24 DBH	Each	\$ 200	\$ 200	\$ 205	\$ 210	\$ 215
25-36 DBH	Each	\$ 250	\$ 250	\$ 257	\$ 264	\$ 270
37-48DBH	Each	\$ 390	\$ 390	\$ 400	\$ 415	\$ 425
>49DBH	Each	\$ 390	\$ 390	\$ 400	\$ 415	\$ 425
Unit Price - Palm Pruning						
Date Palm species	Each	\$ 490	\$ 490	\$ 500	\$ 515	\$ 525
Washington Palm Species	Each	\$ 150	\$ 150	\$ 154	\$ 158	\$ 162
Unit Price - Tree Removal (to 6" above soil line)						
0-6 DBH	Each	\$ 150	\$ 150	\$ 154	\$ 158	\$ 162
7-12 DBH	Each	\$ 300	\$ 300	\$ 310	\$ 314	\$ 320
13-24 DBH	Each	\$ 750	\$ 750	\$ 770	\$ 795	\$ 815
25-36 DBH	Each	\$ 1,700	\$ 1,700	\$ 1,800	\$ 1,850	\$ 1,875
37-48DBH	Each	\$ 2,500	\$ 2,500	\$ 2,575	\$ 2,650	\$ 2,700
>49DBH	Each	\$ 4,000	\$ 4,000	\$ 4,100	\$ 4,200	\$ 4,300

*if applicable

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR
FY26-FY27 STUMP GRINDING SERVICES**

CM #	
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This Agreement is made and entered into this_____ day of July, 2025 by and between the City of Woodland, a California municipal corporation (“City”) and West Coast Arborists, Inc. a California Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

- A. Contractor desires to perform and assume responsibility for the provision of certain professional contract services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Stump Grinding services to public clients, is licensed in the State of California, and is familiar with the plans of City.
- B. The City of Sacramento awarded a contract to Contractor for similar stump grinding services through a competitive bid process, and the City of Woodland is permitted under the terms of its Municipal Code to make use of Sacramento’s procurement process for Contractor’s provision of services to the City.
- C. Contractor agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.
- D. City desires to engage Contractor to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the stump grinding services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this

Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from July 1, 2025 to October 31, 2027 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation for this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00). Contractor shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Contractor shall submit to City a biweekly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONTRACTOR.

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

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

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

property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: James Speck.

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

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

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

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

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

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

6. INSURANCE.

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

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

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

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

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

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

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

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

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies,

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

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

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

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

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

11. GENERAL PROVISIONS

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

City:

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

Contractor:

Victor Gonzalez, Vice President
2200 East Via Burton Street
Anaheim, CA 92806
(800) 521-3714 vgonzalez@wcainc.com

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

11.2 Indemnification.

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

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

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

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

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

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

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

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

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

11.5 California Labor Code Requirements.

11.5.1 Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

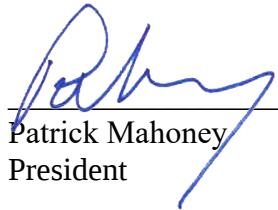
[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

WEST COAST ARBORISTS, INC.

By: _____
Ken Hiatt
City Manager

By:  _____
Patrick Mahoney
President

Attest:

By: _____
Sarah Lansburgh
City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

The scope of contracted work shall consist of stump grinding services, in various locations within the City of Woodland. Work shall be supervised and approved by representatives of the Department of Community Services’ Urban Forestry staff.

I. GENERAL PROVISIONS.

The Contractor shall be aware of and shall comply with the Woodland City Codes governing stump grinding services, traffic control and any other regulations that may affect operations. Refer to City of Woodland’s Standard Specifications, Section 23. The Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of this Agreement. All work shall be performed by a tree care contractor, who shall be licensed by the California Contractors State License Board (Classification C-61/Category D-49) to provide such contract services within the State of California and the City of Woodland.

A. A. Inspection and Oversight.

The contract will be managed by a member of the Urban Forestry staff, serving in the capacity of Contract Inspector. The Inspector provides the principal contract management and monitoring function and is the primary contact point for communication between the City and the Contractor.

The Inspector will ensure compliance with the contract documents, observing work both during progress and upon completion. The Inspector will make routine independent inspections of all sites maintained by the Contractor, which may or may not be announced and do not require the presence of the Contractor. Inspections shall be both visual and operational. In addition, the Inspector may call for the Contractor to meet on the site for walkthrough inspections. The Inspector will schedule such meetings at the discretion of the City.

The Inspector will review the site for cleanliness, adherence to pruning standards, safety procedures and proper traffic and pedestrian control. The Inspector will give the contractor an opportunity to correct or replace non-conforming deliverables or services if this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the City.

The Inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the Contractor’s non-performance will be deducted from any money due the Contractor. The Inspector will document in the contract file the basis for any amounts withheld.

B. Record Keeping and Invoicing.

The contractor shall invoice Urban Forestry bi-weekly, in a format approved by the City. This format will include but not be limited to date of work, address where work was performed, type of work performed, corresponding inventory/tree identification and shall be used for each invoice and must be completed in its entirety. The Contractor will supply work history reports on a quarterly basis, or upon request by the Inspector, in a format approved by the City.

C. Work Week.

The normal work week shall be Monday through Friday, 7:30 a.m. to 4:00 p.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff. The Contractor shall notify Urban Forestry staff by 7:30 a.m. daily, by e-mail, with starting locations for each crew and contact phone number for foreman.

D. Allocation and Completion of Work Orders.

Work Orders shall be allocated by Urban Forestry staff based on actual service requirements and available funding. All work orders will be assigned on an "as-needed" basis as determined by Urban Forestry. It is possible that no services may be required by the City from a Contractor during all or any portion of the Agreement term. All work orders assigned to the Contractor shall be completed within 10 calendar days except where otherwise noted.

E. Qualified Personnel.

F. The contractor shall provide qualified supervisory staff who are physically present at each job site.

1. Each crew shall consist of at least one employee with current certification as a International Society of Arboriculture Certified Tree Worker.
2. Each crew shall consist of at least one supervising employee with current certification as an International Society of Arboriculture Certified Arborist.
3. Each crew shall consist of at least one supervising employee with training in current Best Management Practices in California for Tree Care for Birds and Other Wildlife.

F. Equipment.

All vehicles and equipment used in the performance of work assigned under this Agreement shall be in good working order and in compliance with all local, state, and federal laws.

1. Vehicles shall display signage denoting the contractor's name, telephone number, and "City of Woodland Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside the scope of this Agreement.
2. Contractor vehicles will be equipped with all warning lights, signage, and other

equipment necessary to safely work in the City right-of-way.

G. Damage to Property.

Public or private property damaged as a result of the Contractor's operations shall be repaired or replaced at the Contractor's sole cost and expense and shall be repaired or replaced back to the original existing conditions.

H. Safety.

The Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

1. The Contractor shall be solely responsible for complying with O.S.H.A. and Cal O.S.H.A. Safety Orders, City Code, and the California Manual on Uniform Traffic Control Devices (MUTCD), so as to protect all persons, including employees from foreseeable injury, or damage to property.
2. All work within 10 feet of any overhead high voltage electrical conductors shall be referred to Pacific Gas & Electric (PG&E) by the Contractor. Work shall be scheduled by the Contractor in cooperation with PG&E and shall be conducted in such a manner as to minimize disruption of service and disturbance of residents.
3. Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from Urban Forestry staff.

I. Work Affecting the Public Right-Of-Way.

The Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and the Contractor agrees that during the progress of the work, the Contractor shall constantly protect and preserve the safety of the public. The Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by the Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane and pedestrian closures and deliveries of material and equipment.

1. Temporary Traffic Control Requirements.

The Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall be for the duration of the service or project, and shall not be limited to working hours. The use of flagmen, barricades, and construction signage shall comply with the current edition of the California MUTCD.

The Contractor shall not be allowed to work until a City-approved traffic control plan is on file with the Inspector. If the Inspector determines at any time that actual traffic conditions under the approved plan are not adequate to ensure public safety, the Engineer may require the plan to be immediately modified. If a hazardous condition cannot be eliminated by plan modification, the Inspector may require work under the plan be stopped, and the plan suspended, until the safety hazard is remedied. The Contractor shall not be entitled to any costs, damages or extension of Contract time arising from any stop work order issued by the Inspector under this Section.

The Contractor shall provide safe pedestrian and disabled access through or around the construction area at all times. Sidewalk closure shall comply with federal and state disability access laws and regulations. The Contractor shall provide access to all existing driveways, adjacent parking areas, and buildings at all times unless other arrangements are made with the property owner and approved by the Inspector. Access for emergency vehicles shall be clear at all times.

All work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, the Contractor shall maintain at least one travel lane in each direction at all times on two-way Primary Streets (defined below), and at least two travel lanes at all times on one-way Primary Streets. The Contractor shall also maintain local property access and access to existing public cross-streets.

The Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten working days prior to the start of any work that requires the closure of a sidewalk or traffic lane. Traffic control plans must be submitted to and approved by the City Traffic Engineer prior to work commencing. The traffic control plan shall include the following information:

- a. The name and business address of the applicant.
- b. A diagram showing:
 1. The location of the proposed work area;
 2. The location of areas where the public right-of-way will be closed or obstructed; and
 3. The placement of traffic control devices necessary to perform the work.
- c. The proposed phases of traffic control in a narrative format including a description and dates for the beginning and ending of each phase.
- d. The time periods when the traffic control will be in effect.

2. Temporary Street Parking Lane Closure.

The Contractor shall provide barricades with signage noting parking restrictions and days and times of scheduled stump grinding operations at least 72 hours in advance of work. All barricades and signage must be approved by Urban Forestry staff. Parking

closure signs shall not be attached to trees. Parking closure signs shall not indicate TOW AWAY zones.

J. Parking and Traffic Violations.

Parking and traffic citations as a result of violations shall be solely the responsibility of the Contractor.

II. TECHNICAL SPECIFICATIONS.

The Contractor shall provide the following services, as requested by Urban Forestry:

- Stump Grinding
-

Tree care operations shall be in accordance with current standards as established by the American National Standard Institute (ANSI). Specifically, current ANSI A300 (Tree, Shrub and Other Woody Plant Maintenance-Standard Practices), ANSI Z133 (Safety Requirements for Arboricultural Operations) and accompanying International Society of Arboriculture "Best Management Practices" publications shall be adhered to. Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or in the case of emergencies.

With the exception of work requested on a time and materials basis, all pruning orders shall be based on complete pruning of the entire tree.

A. Stump Removal.

1. Stumps shall be ground until completely removed. The Contractor shall also grind out all surface roots 2 inches or greater within a 6-foot radius of the stump. Stump grindings shall be removed completely.
2. The Contractor shall backfill the hole with a top soil blend approved by the City.
3. The Contractor shall compact soil to allow for settling.
4. The Contractor is responsible for notifying Underground Service Alert prior to grinding stumps or digging anywhere within the public right-of-way or city property.
5. The Contractor shall respond to all non-urgent stump grinding work orders within 5 working days. Stump grinding work orders related to sidewalk repairs shall be completed within 3 working days.
6. Where stump grinding is being performed to accommodate a new replacement sidewalk, all surface roots within the footprint of the sidewalk shall be ground to a depth of 6 inches.

B. Debris Removal.

The scope of work shall include removal and disposal of brush and debris generated by said work. Waste material shall be disposed of at the contractor's expense at a location designated and/or approved by the City. Waste material shall not be given away or sold as firewood. Waste material (excepting trees affected by Dutch Elm Disease) shall not be landfilled. Recycling of wood and wood chips through sustainable uses is strongly encouraged.

Contractor shall provide wood or trunk samples if requested by Urban Forestry staff. Debris resulting from contractor's operations shall not be left on any work sites overnight. Upon completion of a work, the site shall be left in a clean and orderly condition.

C. Tool Sanitation and Disease Transmittal

Contractor's tools that have potential to transmit pests or diseases to other trees shall be disinfected prior to initiating work within the City, after work on any potentially diseased trees, and prior to reinitiating work after any work outside of City-contracted services.

All lead workers that supervise tree care operations under the terms and conditions of this Agreement shall attend a Dutch Elm Disease awareness and training class, provided by Urban Forestry, prior to any work on species susceptible to the disease. Disposal sites and methods for Dutch Elm Disease-infected tree parts shall be approved by Urban Forestry staff.

Due to disease concerns regarding Canary Island Date Palms (*Phoenix canariensis*) and California fan palms (*Washington filifera*), live fronds, flowers and fruit parts must be pruned with handsaws.

Chain saws and hand saws shall be thoroughly disinfected before and after use on any species of palm or elm using a disinfectant approved by Urban Forestry. Chain saws shall have the clutch cover removed and the chain, bar, and clutch area shall be sprayed. Handsaws are to be completely disinfected after each use. Chain saws and hand saws shall be disinfected with each use before pruning the next tree.

EXHIBIT B

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR'S Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of thirty thousand dollars (\$30,000) .
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR'S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made pursuant to the terms of the Agreement. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the bi-weekly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR'S Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) CONTRACTOR'S remit address for payment
 - (8) Description of services billed under Invoice
 - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Agreement
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR'S failure to comply with the invoice format described above.

Submitting Invoices:

Email.

Submit email invoices and any attachments to: Westley.Schroeder@cityofwoodland.gov

Mail:

If emailing invoices and attachments is not an option, mail to:

Westley Schroeder, Park Superintendent
2001 East Street
Woodland, CA 95776

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an amendment to this Agreement is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

6. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR'S compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR'S breach of this Section 6.

EXHIBIT B
ATTACHMENT 1

		FY26	FY27
Work Type	Unit Measure	Unit Price	Unit Price
Unit Price - Stump Grinding			
0-6 DBH	Each	\$ 120	\$ 120
7-12 DBH	Each	\$ 320	\$ 320
13-24 DBH	Each	\$ 600	\$ 600
25-36 DBH	Each	\$ 800	\$ 800
37-48DBH	Each	\$ 950	\$ 950
>49DBH	Each	\$ 1,120	\$ 1,120



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.12
SUBJECT: Approve an Agreement with West Yost Associates for the 2025 Urban Water Management Plan

Recommendation for Action: Staff recommend the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with West Yost Associates for the 2025 Urban Water Management Plan services, for an amount up to \$125,373 and authorize a contingency of up to 10% (\$12,537).

Staff Contact:

Celia Taylor, Water Quality Specialist II, (530) 661-5915, celia.taylor@cityofwoodland.gov

Fiscal Impact:

The 2025 Urban Water Management Project, CIP 25-06, (hereafter "Project") is included in the Capital Improvement Program budget approved on June 18, 2024.

There is no impact to the General Fund.

Background:

The Urban Water Management Planning Act, as part of the California Water Code (§§ 10610–10656, 10658), requires public water systems to prepare and adopt an Urban Water Management Plan (UWMP). UWMP's have been required since 1983, recognizing that water is a limited resource, and that efficient water use and conservation should be pursued throughout California.

The UWMP must include: a comprehensive water management plan, a supply reliability assessment, a water shortage contingency plan, a description of demand management and conservation efforts, water demand forecasting, and other requirements such as water sources, alternative water sources, and the discussion of recycled water use.

The adopted plan must be submitted to the Department of Water Resources (DWR) and must be updated every 5 years. The deadline for submitting the 2025 UWMP is July 1, 2026.

Discussion:

West Yost Associates (West Yost) was chosen through Quality Based Section due to their familiarity with the UWMP process and extensive experience with the City's plan. West Yost is also responsible for the WDCWA UWMP, which, in part, utilizes Woodland's UWMP. West Yost completed Woodlands 2010, 2015, and 2020 updates, all of which were deemed complete by DWR. The 2025 UWMP update will incorporate new criteria updates, with a specific focus on expanding the forecast and incorporating considerations of drought and regulatory trends.

The City of Woodland wants to ensure consistency with previous reports and recognizes West Yost's extensive background knowledge regarding UWMPs. West Yost's demonstrated experience with UWMPs, coupled with their previous work with the City on water planning projects, makes them a logical choice to assist with the 2025 UWMP.

Conclusion:

Staff recommend the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with West Yost Associates for the 2025 Urban Water Management Plan services, for an amount up to \$125,373 and authorize a contingency of up to 10% (\$12,537).

Prepared by: Celia Taylor, Water Quality Specialist II

Reviewed by: Tim Busch, Principal Utilities Civil Engineer



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Agreement for UWMP Services_West Yost
2. LP - 204 - 2025 Woodland UWMP - 250305 - ch

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT WITH WEST YOST ASSOCIATES FOR
CONSULTING SERVICES FOR THE 2025 URBAN WATER MANAGEMENT PLAN**

WHEREAS, retaining an Urban Water Management Plan (“UWMP”) is necessary for compliance with the Department of Water Resource regulations; and

WHEREAS, Urban Water Management Plans are required to be revised and updated every 5 years; and

WHEREAS, West Yost Associates is familiar with the Woodland Public Water system and prepared the 2020 UWMP; and

WHEREAS, the budget the Urban Water Management Plan services is included in the 2025 Urban Water Management Plan, CIP 25-06; and

WHEREAS, the City of Woodland wishes to enter into a 2025 Urban Water Management Plan Agreement with West Yost Associates for an amount up to \$125,373 (“Agreement”); and

WHEREAS, the City Council wishes to approve a contingency of up to 10% (\$12,537) and authorize its execution through the adoption of this Resolution; and

WHEREAS, City Council wishes to approve the 2025 Urban Water Management Plan Services Agreement with West Yost Associates and authorize its execution through the adoption of this resolution.

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

SECTION 1. The City Council hereby approves the Agreement with West Yost Associates in the amount of \$125,373 and approves a ten percent (10%) contingency in the amount of \$12,537. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 1st day of July 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

March 5, 2025

SENT VIA: EMAIL

Celia Taylor
Water Quality Specialist II
City of Woodland, Utility Engineering
300 First Street
Woodland, CA 95695

SUBJECT: Proposal for Engineering Services – Preparation of 2025 Urban Water Management Plan Update

Dear Celia:

Per your request, presented herein is West Yost's proposal to provide the City of Woodland (City) with engineering services related to the preparation of the City's 2025 Urban Water Management Plan (UWMP) Update.

As you know, the Urban Water Management Planning Act, as incorporated in California Water Code (CWC, also referred to as "Water Code") §10610 through §10656, and §10608, requires every urban water supplier in California that either provides over 3,000 acre-feet of water annually, or serves more than 3,000 urban connections, to prepare and adopt a UWMP that includes specified content, including an urban water shortage contingency analysis. The adopted UWMP must be submitted to the California Department of Water Resources (DWR) and other entities. Urban water suppliers are required to submit an UWMP every five years. The next UWMP, the 2025 UWMP, is due on July 1, 2026.

West Yost understands the City's need for a 2025 UWMP that provides an accurate description of the City's existing and projected future water demands and supplies, ensures consistency with the City's other planning efforts, and meets the 2025 UWMP requirements so that it is accepted by DWR. West Yost will prepare a 2025 UWMP for the City for submittal to DWR before the July 1, 2026 deadline. Our proposed scope of services will do the following:

- Leverage our knowledge and understanding of the City's water supply and water system issues to efficiently prepare the City's 2025 UWMP;
- Provide a coordinated approach to preparing the City's 2025 UWMP in conjunction with DWR's anticipated release of the Guidebook for Preparation of the 2025 UWMPs; and
- Maximize and make best use of City staff's limited time.

REQUIREMENTS FOR 2025 UWMPs

Requirements for UWMPs have changed dramatically since the Urban Water Management Planning Act was first passed in 1983. Recent drought events and climate change concerns have influenced the development and adoption of legislation that have made UWMPs become the primary document for reporting on water agencies' water conservation efforts, compliance requirements, and water shortage contingency planning. Many of these requirements were addressed in the City's 2020 UWMP. No substantive changes to the requirements have been adopted since the completion of the City's 2020 UWMP.

DWR has not yet released its guidance for the preparation of the 2025 UWMP. Requirements for the 2025 UWMP are anticipated to build on the planning and reporting provided in the City's 2020 UWMP. Key updates from the 2020 UWMP to be provided in the City's 2025 UWMP are anticipated to include the following:

1. Water Supply Reliability Assessment – a water supply and demand assessment which compares the total water supply sources available to the City with the long-term total projected water use over the next 20 years (to 2045, preferably to 2050), in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years (CWC §10635[a]);
2. Drought Risk Assessment – an assessment of the City's water supply reliability assuming that the Years 2026 to 2030 will be the five dry consecutive years (CWC §10635[b]);
3. Water Use Target Compliance – compliance with previously adopted 2020 per capita water use targets in accordance with SBX7-7 (Water Conservation Act of 2009, SBX7-7; CWC §10608.20);
4. Water Loss Quantification – a summary report quantifying the City's system water loss for years 2021 to 2025, and indicating compliance with the City's distribution loss standard as established by the State Water Resources Control Board (CWC §10631[d][3][c]); and
5. Groundwater Management Compliance – status update on Sustainable Groundwater Management Act (SGMA) compliance activities (i.e., status of Groundwater Sustainability Agency [GSA] activities and Groundwater Sustainability Plan [GSP] implementation) (CWC §10631[b][4]).

Further, since the completion of the 2020 UWMP, the State experienced another multi-year drought event. West Yost will work with the City to refine and update its Water Shortage Contingency Plan (WSCP) as needed.

PROPOSED UPDATES TO THE CITY'S UWMP

The 2025 UWMP organization is anticipated to be similar to the 2020 UWMP. Each chapter of the 2025 UWMP will be prepared based on DWR guidelines and required DWR tables. West Yost uses UWMP chapter templates developed by our team that result in clear and concise chapters which meet the Water Code and DWR requirements. Table 1 outlines the anticipated 2025 UWMP chapters and describes the content and updates that are anticipated for each chapter.

The Water Code requires a planning horizon of 20 years, up to 2045, for the 2025 UWMP. However, DWR suggests a minimum 25-year planning horizon for land use planning actions and California Environmental Quality Act compliance. Therefore, we recommend using a 2050 planning horizon for the City's 2025 UWMP.

Table 1. Anticipated UWMP Chapter Content, Updates, and Assumptions		
Chapter	Anticipated Content and Updates	Preparation Assumptions
Executive Summary	Summary of UWMP findings and conclusions in simple, concise language to serve as the Lay Description required by CWC §10630.5.	
Chapter 1. Introduction and Overview	Introduction and overview of the 2025 UWMP.	It is assumed that the City is not participating in the Bay Delta Plan.
Chapter 2. Plan Preparation	Documentation of the City's process for plan preparation, along with its coordination efforts with its wholesaler, the public, and other agencies.	West Yost will support the City's required coordination with the public, other agencies, and other stakeholders; if requested, West Yost will provide a template for the UWMP Notice of Preparation to be sent to the cities, county, and other stakeholders.
Chapter 3. System Description	Updates to the written description of the City's physical service area. Inclusion of updated required maps including a jurisdictional area map, service area map, distribution area map, and system schematic. Description of the City's seismic risk assessment of water facilities conducted in accordance with CWC §10632.5.	The City will provide historical and projected (through 2050) service area population data. Data may be obtained from the State Department of Finance population projections.
Chapter 4. System Water Use	Updates to the historical demand data for the last five years (2021-2025) and a written description of any updates to the City's water use reduction plan. Water and recycled water demand projections through 2050. Climate change impacts on water demands.	West Yost will use information provided by the City to develop this chapter. The City will provide information and data related to its water loss reporting policies and procedures and compliance with the State water loss standards. The City will provide water demand projections through 2050. The City will provide recycled water demand projections through 2050. West Yost will incorporate information on climate change impacts on water demands to the extent that information is available.
Chapter 5. SBX7-7 Baselines and Targets	Report on the City's compliance with its 2020 per capita water use target.	West Yost will use information provided by the City to develop this chapter. The City will provide West Yost with actual 2025 water use in early 2026.
Chapter 6 System Supplies	Updates to the written descriptions of existing water sources, including surface water supplies, groundwater supplies, and recycled water supplies. Updated description of water transfer opportunities, imported (purchased) supplies, recycled water opportunities, and future water projects. Documentation of the City's compliance with SGMA, including GSA formation and GSP preparation and implementation.	West Yost will incorporate information on climate change impacts to the City's supply sources to the extent that information is available.

Table 1. Anticipated UWMP Chapter Content, Updates, and Assumptions		
Chapter	Anticipated Content and Updates	Preparation Assumptions
Chapter 7. Water Supply Reliability Assessment	Evaluation of availability and reliability of water supplies in single dry and multiple dry years. Preparation of a Drought Risk Assessment for the City for the period from 2026 through 2030.	
Chapter 8. Water Shortage Contingency Planning	Updates to the City's WSCP. Report on the City's seismic risk assessment of water facilities conducted in accordance with SB 664 based on information from the regional Hazard Mitigation Plan and/or its Water Infrastructure Act (AWIA) compliance documents.	West Yost will use information provided by the City to develop this chapter.
Chapter 9. Demand Management Measures	Updates the City may have on current and planned implementation of its Demand Management Measures.	West Yost will use information provided by the City to develop this chapter.
Chapter 10. Plan Adoption, Submittal, and Implementation	Documentation of the City's adoption of the 2025 UWMP.	
Supporting Documents	Appendices will include, but not be limited to, the following: • UWMP tables required by DWR • SBX7-7 tables required by DWR • Notification letters of UWMP update • Public notice of UWMP hearing • UWMP adoption resolution • DWR UWMP checklist • Water loss audits • Energy Intensity Documentation – Inclusion of water energy data is limited to information that the City can readily obtain and calculation or estimation of energy intensity remains voluntary (CWC §10631.2)	The following will be prepared by West Yost: • UWMP tables required by DWR • SBX7-7 tables required by DWR • DWR UWMP checklist The following will be prepared and provided to West Yost by the City: • Notification letters of UWMP update • Public notice of UWMP hearing • UWMP adoption resolution • Water loss audits • Energy Intensity Documentation (Water energy information related to the City's system supplies will be included to the extent that information is available)

Our proposed scope of services is described below. Note that as of the date of this proposal, the DWR Guidebook for the Preparation of 2025 UWMPs and reporting spreadsheets has not yet been released. The DWR 2025 UWMP Guidebook may have different and/or additional requirements that are not listed in Table 1. Once the DWR Guidebook is available, specific requirements for the 2025 UWMPs will be reviewed. If different and/or additional DWR requirements will necessitate additional work effort beyond that included in this proposal, West Yost will notify the City. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation from the City.

SCOPE OF SERVICES

West Yost's scope of services includes the following tasks:

- Task 1. Attend Meetings with City Staff
- Task 2. Collect and Review Data
- Task 3. Prepare Administrative Draft 2025 UWMP
- Task 4. Prepare Public Draft 2025 UWMP
- Task 5. Provide Support for the Public Hearing for the Draft 2025 UWMP
- Task 6. Prepare Final 2025 UWMP
- Task 7. Respond to Questions/Comments from DWR
- Task 8. Project Management, Coordination, and Quality Assurance/Quality Control

Each of these tasks is described below.

Task 1. Attend Meetings with City Staff

West Yost will attend the Project kick-off meeting and progress meetings as discussed below.

Task 1.1. Attend Kick-off Meeting and Develop Plan Milestones

Upon receiving Notice to Proceed, West Yost will schedule a kick-off meeting with City staff. The main purpose of the kick-off meeting will be to discuss preparation of the 2025 UWMP, data requirements, and plan objectives, and to define roles and responsibilities of City staff and West Yost for the preparation of the 2025 UWMP. The following items will be discussed at the kick-off meeting:

1. Proposed organization of the 2025 UWMP;
2. Proposed schedule for the preparation of the 2025 UWMP;
3. Data needs for the preparation of the 2025 UWMP (see Task 2);
4. Noticing requirements for the UWMP and WSCP preparation and adoption; and
5. Schedule dates and times for notices and progress meetings (see Task 1.2).

Based on the meeting discussion, West Yost will prepare a detailed chapter outline for the 2025 UWMP, including a description of chapter contents and due dates for completion of the various chapters of the 2025 UWMP. This chapter outline will then be referenced during the progress meetings to track overall project progress (see Task 1.2).

West Yost will also prepare a schedule for the preparation of the 2025 UWMP showing key milestone dates including completion of the Administrative Draft 2025 UWMP, Public Draft 2025 UWMP, public noticing requirements, public review and comment periods, public hearing dates, and dates for the City Council to consider adopting the 2025 UWMP. Establishing and meeting these milestone dates will be critical for the efficient and timely development of the 2025 UWMP and the ability to meet the July 1, 2026 deadline for submittal of the City Council-adopted 2025 UWMP to DWR.

Task 1.2. Progress Meetings

Throughout the preparation of the 2025 UWMP, West Yost will coordinate with City staff on the progress of the project. This coordination is assumed to occur via video conference calls with key City and West Yost staff. For budgeting purposes, West Yost has assumed that twelve (12) 30-minute conference calls will be conducted at regular intervals during the preparation of the 2025 UWMP. These calls will be scheduled on mutually agreed upon days and times during the period from approximately Summer 2025 through Spring 2026. During these calls, progress on the various sections of the 2025 UWMP will be discussed, along with any issues or problems being encountered. Progress in meeting the key project milestone dates established in the project schedule will also be discussed. These coordination calls will assist in keeping the project on schedule.

Task 1 Assumptions

- All meetings will be conducted virtually via Teams or similar application.
- A one-hour virtual kickoff meeting is assumed.
- Twelve (12) 30-minute progress meetings are assumed for the duration of the project.

Task 1 Deliverables

- West Yost will provide a chapter outline for 2025 UWMP and project schedule.
- West Yost will provide agendas, summary meeting notes, and decisions and action items discussed during kickoff and progress meetings.

Task 2. Collect and Review Data

West Yost will collect and review the data and available reports needed to prepare the 2025 UWMP. The following specific data will be required from the City for the 2025 UWMP:

1. Water Service Area Statistics (including number of connections by customer sector and population served);
2. Historical (through 2025) and projected (through 2050) potable water and recycled water use by customer sector;
3. Historical (through 2025) and projected (through 2050) potable water and recycled water production by source;
4. Documented reduction in water supply;
5. Low-income housing projections;
6. Water loss data/water audits for 2021 through 2025; and
7. Current and planned demand management measures and other water conservation program data.

West Yost will prepare an initial data request that will be submitted to the City prior to the kick-off meeting. A second data request will be submitted in late 2025/early 2026 to request water use and production data for the 2025 Calendar Year, for use in confirming compliance with the City's adopted SBX7-7 target for 2020 (see Task 3).

West Yost will actively track the data collection effort, indicating data received and data that is still outstanding, and will report on the data collection effort progress during project progress meetings.

Task 2 Deliverables

- West Yost will provide a data request list (initial list at beginning of project and a second list in early 2026 to request 2025 data) with status updates on the data still outstanding.

Task 3. Prepare Administrative Draft 2025 UWMP

West Yost will prepare an Administrative Draft of the 2025 UWMP for review by the City.

Task 3.1. Prepare/Revise Required UWMP Sections/Chapters

The City's 2020 UWMP will be used as the base document for the preparation of its 2025 UWMP. West Yost will revise and update chapters as needed to comply with the specific requirements for 2025 UWMPs and to update water demand and supply data and projections as needed. West Yost will write and submit draft versions of each chapter for City review, as they are completed. Table 1 lists the specific chapters anticipated for the 2025 UWMP, along with assumptions for their preparation.

Task 3.2. Prepare Administrative Draft 2025 UWMP for City Review and Comment

West Yost will incorporate edits from the individual chapters completed in Task 3.1 before combining them into the Administrative Draft 2025 UWMP for City review and comment. The Administrative Draft 2025 UWMP will include all the required chapters, data tables, and plan appendices.

Task 3.3. Prepare DWR 2025 UWMP Checklist

Upon completion of the Administrative Draft 2025 UWMP, West Yost will also complete DWR's Urban Water Management Plan Checklist to demonstrate to DWR that all the required elements have been addressed and have been included in the City's 2025 UWMP. The location of the required elements within the UWMP will be cited in the checklist. The checklist will be included as an appendix of the 2025 UWMP.

Task 3 Assumptions

- City will return review comments for each chapter to West Yost within two weeks of receipt.

Task 3 Deliverables

- West Yost will provide drafts of each chapter of the 2025 UWMP in Word format for review and comment as they are completed.
- West Yost will provide the Administrative Draft 2025 UWMP in PDF format to the City for review and comment.
- West Yost will complete the DWR UWMP Checklist as an appendix to the 2025 UWMP.

Task 4. Prepare Public Draft 2025 UWMP

West Yost will address and incorporate comments from City staff on the Administrative Draft and prepare the Public Draft 2025 UWMP for the City's circulation and required public review to comply with the minimum 14-day public review period.

Task 4 Deliverables

- West Yost will provide a PDF copy of the Public Draft 2025 UWMP for the City's circulation and public review.

Task 5. Provide Support for the Public Hearing for the Draft 2025 UWMP

West Yost will provide support to City staff related to preparing for and conducting a public hearing for the Public Draft 2025 UWMP. Specific support will include assistance with the development of a PowerPoint presentation for the public hearing and virtual attendance at the public hearing to assist in responding to any questions from the City Council and/or the public.

West Yost will meet with City staff to review draft presentation slides. City staff comments will be incorporated into the final presentation slides.

West Yost will meet with City staff to practice the presentation.

Task 5 Assumptions

- The City will prepare the required notices for the public hearing, the City Council agenda item staff report, and resolution of adoption.
- City staff will present the PowerPoint slides at the public hearing while a representative from the West Yost team will be in attendance virtually to assist in responding to questions if needed.
- Two one-hour virtual meetings are assumed for review and comment of the draft presentation, and to practice the presentation.

Task 5 Deliverables

- West Yost will prepare draft and final PowerPoint presentation slides for the Public Draft 2025 UWMP.

Task 6. Prepare Final 2025 UWMP

Upon receipt of comments from the public and the City Council on the Draft 2025 UWMP, West Yost will incorporate comments and prepare the Final 2025 UWMP for consideration for adoption by the City Council. West Yost will also upload the final document to DWR's WUEdata portal and submit a copy to the State Library.

Task 6 Deliverables

- West Yost will provide a PDF copy, as well as one hard copy, of the Final 2025 UWMP for the City's distribution and use.
- West Yost will provide a hard copy of the Final UWMP to the California State Library.
- West Yost will provide an email confirmation of a successful upload of the Final 2025 UWMP to DWR's WUEdata portal.

Task 7. Respond to Questions/Comments from DWR

West Yost will provide the City with assistance in responding to DWR comments on the submitted Final 2025 UWMP, if any. Because the exact nature or extent of DWR's comments cannot be determined at this time, West Yost's level of effort to respond cannot be specifically estimated. For the purposes of this proposal, up to six (6) hours of senior level engineering support has been estimated.

Task 7 Deliverables

- West Yost will respond to DWR review comments as needed.

Task 8. Project Management, Coordination, and Quality Assurance/Quality Control

Project management includes those general management activities that are not specific to any one task, including overall project management; coordination of activities and communication with City staff; and invoicing. West Yost will provide overall project management activities associated with this project. The day-to-day management activities will include the scheduling of resources to perform the work, coordinating between project staff, and communicating project progress with City staff.

West Yost's QA/QC policy requires all work products to be reviewed at the principal level prior to submittal. The DWR UWMP Checklist described in Task 3.3 will be used as part of West Yost's QA/QC procedures to confirm that all plan requirements are addressed.

Task 8 Assumptions

- The duration of this project is assumed to be approximately 16 months assuming notice to proceed is given in June 2025 and response to DWR comments and questions (Task 7) continues through September 2026.

Task 8 Deliverables

- West Yost will provide monthly invoices with summary activities completed during the previous month.

Assumptions

West Yost prepared the scope of services provided above based on the following key assumptions:

1. The tasks and proposed schedule described above are based on current (as of February 2025) Water Code provisions as they relate to UWMPs. If subsequent changes are made to the Water Code which require additional elements and/or additional analysis to be included in the 2025 UWMP, the scope of services may need to be revised to complete the 2025 UWMP.
2. The DWR Guidebook for the 2025 UWMPs is assumed to be available by June/July 2025 and will provide guidance on 2025 UWMP requirements, organization, and tables.
3. The City will prepare and send required notices and provide documentation of coordination with the public and other agencies. The City will post the required newspaper notices. West Yost may provide templates for required notices upon request. The City will provide copies of such notices to West Yost for inclusion in an appendix to the 2025 UWMP.
4. The water facility seismic risk assessments required by SB 664 have been or will be conducted by the City as a separate effort from this project. Completion of these assessments will be documented in the 2025 UWMP; however, budget to complete seismic risk assessments is not included in this project. The City may comply with this requirement by submitting a copy of the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan under specified federal law that addresses seismic risk.
5. The City shall conduct a public hearing for the Public Draft 2025 UWMP, and the City Council shall adopt the 2025 UWMP before submittal to DWR in accordance with the Water Code. The due date for submittal of the 2025 UWMP to DWR is July 1, 2026.

SCHEDULE

West Yost will work with City staff to meet the current required deadline for adoption and submittal of the 2025 UWMP to DWR by July 1, 2026. If this deadline date is changed by DWR, West Yost will coordinate with City staff to modify the project schedule as needed.

BUDGET

West Yost will perform the scope of services described above on a time-and-materials basis, at the billing rates set forth in West Yost's attached 2025/2026 Billing Rate Schedule, for a not-to-exceed budget of \$125,373. Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation from the City. The costs associated with performing the Scope of Services described above are summarized in Table 2.

Table 2. Table of Estimated Project Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Attend Meetings with City Staff	23	7,303
Task 2. Collect and Review Data	31	8,359
Task 3. Prepare Administrative Draft 2025 UWMP	255	67,719
Task 4. Prepare Public Draft 2025 UWMP	46	12,170
Task 5. Provide Support for the Public Hearing for the Draft 2025 UWMP	18	4,902
Task 6. Prepare Final 2025 UWMP	46	11,930
Task 7. Respond to Questions/Comments from DWR	6	2,094
Task 8. Project Management, Coordination, and Quality Assurance/Quality Control	31	10,696
Direct Costs		200
Total Project Hours and Budget	456	\$125,373

We look forward to continuing to work with you and assisting the City with this important project. Please do not hesitate to call me, Monique Day, at 530.792.3221 if you have any questions or need additional information.

Sincerely,
WEST YOST



Monique Day, PE
Project Manager/Principal Engineer II
RCE #69793



Lindsay Smith, PE
Principal-In-Charge/Vice President
RCE #72996

cc: Rhodora Biagtan
Bonnie Robison

Attachment(s): A. West Yost's 2025/2026 Billing Rate Schedule

West Yost's 2025/2026 Billing Rate Schedule

2025/2026 Rate Schedule

(Effective July 1, 2025, through July 31, 2026)

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$385
Engineer/Scientist/Geologist Manager I / II	\$363 / \$381
Principal Engineer/Scientist/Geologist I / II	\$328 / \$349
Senior Engineer/Scientist/Geologist I / II	\$295 / \$310
Associate Engineer/Scientist/Geologist I / II	\$245 / \$264
Engineer/Scientist/Geologist I / II	\$191 / \$222
Engineering Aide	\$115
Field Monitoring Services	\$142
Administrative I / II / III / IV	\$105 / \$131 / \$157 / \$174
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$379 / \$381
Principal Tech Specialist I / II	\$347 / \$359
Senior Tech Specialist I / II	\$318 / \$332
Senior GIS Analyst	\$288
GIS Analyst	\$272
Technical Specialist I / II / III / IV	\$203 / \$231 / \$259 / \$290
Technical Analyst I / II	\$145 / \$174
Technical Analyst Intern	\$117
Cross-Connection Control Specialist I / II / III / IV	\$152 / \$164 / \$184 / \$205
CAD Manager	\$229
CAD Designer I / II	\$178 / \$201
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$367
Construction Manager I / II / III / IV	\$218 / \$233 / \$247 / \$314
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$196 / \$218 / \$243 / \$252
Apprentice Inspector	\$178
CM Administrative I / II	\$94 / \$128
Field Services	\$252

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2025/2026 Rate Schedule

(Effective July 1, 2025, through July 31, 2026)

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 1, 2025
ITEM #: F.13
SUBJECT: Approve Contract Amendment No. 2 with LPA, Inc. for Architectural & Engineering Design Changes Related to the Woodland Aquatic Center Project, CIP 19-18

Recommendation for Action: Staff recommend the City Council adopt Resolution No. _____, authorizing the City Manager to execute contract amendment number 2 with LPA, Inc. for design changes related to the Woodland Aquatic Center Project, CIP 19-18, in an amount not to exceed \$85,000.

Staff Contact:

Ed Wisniewski, Principal Civil Engineer, (530) 661-5975, Ed.Wisniewski@cityofwoodland.org

Fiscal Impact:

The Woodland Aquatic Center Project, CIP 19-18, is currently funded in the Capital Budget at \$15,415,905. With buildout of the 87-lot Ruby Estates subdivision, another \$550k in community benefit payments are expected to be contributed to the project, bringing the total project funding to approximately \$16 million. The total project cost is estimated at \$15.8 million.

LPA's original design contract was valued at \$1,050,000. A first amendment was approved in June 2023 in the amount of \$244,500 for redesign costs related to changing the project location from Pioneer High School to the Community & Senior Center site. Approval of amendment #2 to LPA's contract will bring their total not-to-exceed fee for design services on the project to \$1,379,500.

Background:

On April 19, 2022 the City Council approved the original consultant agreement with LPA, Inc. to prepare the construction plans and bid documents for the new aquatic facility. In June 2023, after preliminary design efforts revealed unsuitable soil conditions at the previously identified project site south of Pioneer High School, the Council approved relocation of the new aquatic facility to the Community & Senior Center. Amendment No. 1 was executed to cover design costs for the shifting location of the project site.

Discussion:

As the construction phase of the project has now eclipsed the halfway point, the City has initiated several requests for modifications to the project design. These changes were not included in the initial scope of work and the architect is entitled to additional compensation to complete the extra work. To date, LPA has identified extra design work during the construction phase totaling approximately \$35,000.

Additionally, the original proposal for design services prepared by LPA included \$50,000 for reimbursable expenses. The \$50k reimbursable budget was erroneously excluded from the original contract total when it was approved in 2022.

The project is currently on schedule and is projected to be completed under the total budgeted amount for the project. Construction progress is currently estimated at 60% complete with the

forecasted completion date still in late-December 2025. The primary structural elements (rebar and shotcrete/concrete) have been constructed for both pools. Work is now progressing towards tile installation. Finished site grading and aggregate base compaction are in progress around the pools, in preparation for the concrete deck pour currently scheduled for mid-to-late July. At the building, plumbing and electrical rough-in are complete and drywall has started. Completion of the pool building is projected for October. The project's critical path remains dependent on fabrication and delivery of the electrical switchgear, which is still anticipated to arrive in September.

Conclusion:

Staff recommend the City Council adopt Resolution No. _____, authorizing the City Manager to execute contract amendment number 2 with LPA, Inc. for design changes related to the Woodland Aquatic Center Project, CIP 19-18, in an amount not to exceed \$85,000.

Prepared by: Ed Wisniewski, Principal Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT
#2 WITH LPA, INC. FOR ARCHITECTURAL & ENGINEERING DESIGN SERVICES
FOR THE SOUTHEAST AREA AQUATIC CENTER PROJECT, CIP 19-18**

WHEREAS, on April 19, 2022, the City Council authorized the City Manager to execute a design services agreement with LPA, Inc. in the amount of \$1,050,000 for architectural & engineering design services on the Southeast Area Aquatic Center Project, CIP 19-18; and

WHEREAS, on June 13, 2022, the City of Woodland executed the original contract with LPA, Inc. in an amount not to exceed \$1,050,000; and

WHEREAS, on July 18, 2023, the City Council approved contract amendment #1 for design changes associated with moving the project site from Pioneer High School to the Community Center/Sports Park; and

WHEREAS, the City has initiated several minor changes to the design during construction that have required analysis and design beyond what was identified in the original contract for which LPA is entitled to additional compensation; and

WHEREAS, when the original contract was executed, reimbursable expenses were erroneously omitted from the contract and the City and LPA wish to add them to the contract now; and

WHEREAS, the City Council wishes to approve Contract Amendment #2 with LPA, Inc. 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 Contract Amendment #2 with LPA, Inc. in the amount of \$85,000, for a new total not-to-exceed contract amount of \$1,379,500. The City Manager is hereby authorized and directed to execute the Amendment, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Amendment does not change.

SECTION 2. Copies of the Contract Amendment are available and on file in the City Clerk's office and are incorporated herein by reference and made a part of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 1st day of July 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: July 1, 2025
ITEM #: G.14
SUBJECT: Public Hearing - Gateway Lighting & Landscaping District

Recommendation for Action: Staff recommend the City Council 1) Conduct a public hearing; 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report; and 3) Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Staff Contact:

Karie Farnham, Financial Services Manager, (530) 661-5846, karie.farnham@cityofwoodland.gov

Fiscal Impact:

The proposed assessment would generate \$206,335 in revenue to offset the costs of District maintenance, which is an increase of \$45.89 per commercial acre in FY2025/26. The proposed levy for FY2025/26 is approximately 89% of the maximum allowable assessment.

The following table shows a comparison of the maximum assessment, the FY2024/25 actual assessment and the proposed FY2025/26 assessment:

District	Zoning	Maximum Levy	FY2025/26 Proposed Levy	FY2024/25 Actual Levy	Difference	Total Assessment
Gateway	Commercial per Acre	\$ 4,474.58	\$ 4,003.40	\$ 3,957.51	\$ 45.89	\$ 206,335.00

Background:

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance the construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, and recreational improvements; as well as maintenance and servicing of these improvements. In accordance with the Act, the City formed the Gateway Lighting and Landscaping (L&L) District.

The Gateway L&L is located in the easterly portion of the City, generally bounded to the north by Interstate 5, to the west by County Road 102, to the south by Bronze Star Drive and generally to the east by the City boundaries.

On June 17, 2025 Council approved resolutions to preliminarily approve the Engineer's Report, to initiate proceedings for the annual levy, and the City Council also approved a resolution setting the public hearing date for July 1, 2025. The Engineer's Report was attached to the June 17, 2025 staff report and is available on the City's website.

Discussion:

Each year the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County

Assessor on what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires City Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 17, 2025 Council meeting. A public hearing is required to complete the levy process.

Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion:

Staff recommend the City Council 1) Conduct a public hearing; 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report; and 3) Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Prepared by: Karie Farnham, Financial Services Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Gateway L&L_Approve ER FY2025-26
2. Proposed Resolution - Gateway L&L_Order Levy FY2025-26

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2025/2026
ENGINEER'S REPORT REGARDING THE GATEWAY LANDSCAPING AND
LIGHTING DISTRICT**

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"), did by previous Resolution order the Assessment Engineer, Koppel & Gruber Public Finance, to prepare and file the 2025/2026 Engineer's Report for the "**Gateway Landscaping and Lighting District**" (the "District"); and,

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk of the City of Woodland, California and the City Clerk has presented to the City Council such report entitled "**City of Woodland Gateway Landscaping and Lighting District Fiscal Year 2025/2026 Engineer's Report**" (the "Report") as required by the Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report, and is satisfied that the levy for each parcel has been calculated in accordance with the special benefits received from the operation, maintenance and services performed, as set forth in the Report.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Woodland, the legislative body for said district, as follows:

SECTION 1. The preceding recitals are true and correct.

SECTION 2. The Report as presented or as modified, contains the following:

- a. A Description of Improvements.
- b. A Diagram of the District.
- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The 2025/2026 Assessment based upon Method of Apportionment as approved by the property owners pursuant to the provision of the California Constitution Article XIID Section 4.
- e. An "Assessment Range Formula" for calculating annual inflationary adjustments to the initial "Maximum Assessment" (Adjusted Maximum Levy per benefit unit), also approved by the property owners.
- f. The 2025/2026 Annual Budget (Costs and Expenses) and the resulting 2025/2026 assessment (Levy per benefit unit) for Fiscal Year 2025/2026.
- g. The Assessment Roll containing the Levy for each Assessor Parcel Number within the District for Fiscal Year 2025/2026.

SECTION 3. The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are to be incorporated into the Report.

SECTION 4. The City Council is satisfied with the Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the Fiscal Year 2025/2026 annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIID.

SECTION 5. The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held the 1st day of July 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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS REGARDING THE GATEWAY LANDSCAPING AND LIGHTING
DISTRICT FOR FISCAL YEAR 2025/2026**

WHEREAS, the City Council, has by previous Resolutions initiated proceedings to form, and declared its intention to levy and collect annual assessments against parcels of land within the **“Gateway Landscaping and Lighting District”** (the “District”) for the fiscal year commencing July 1, 2025 and ending June, 30 2026 pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the “Act”) to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and

WHEREAS, Koppel & Gruber Public Finance, the Assessment Engineer selected by the City Council has prepared and filed with the City Clerk and the City Clerk has presented to the City Council the Engineer’s Report entitled **“City of Woodland Gateway Landscaping and Lighting District Fiscal Year 2025/2026 Engineer’s Report”** (the “Report”), in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on July 1, 2025, regarding the levy and collection of assessments as described in the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act and in accordance with the provisions of the California Constitution Article XIID.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Woodland, the legislative body for said district, as follows:

SECTION 1. The preceding recitals are true and correct.

SECTION 2. Following notice duly given, the City Council has held a full and fair public hearing regarding the levy and collection of the assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

SECTION 3. The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay

the costs and expenses of operating, maintaining and servicing the landscaping, lighting, storm drainage and appurtenant facilities located within public places in the District.

SECTION 4. The City Council has carefully reviewed and examined the Report in connection with the District, and the levy and collection of assessments. Based upon its review the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, hereby finds that the City Council determines that:

- a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting, drainage and appurtenant facilities and improvements related thereto.
- b. The District includes all of the lands so benefited; and
- c. The amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits, to be received by each parcel from the improvements and services, and is satisfied that the assessments are levied, without regard to property valuation.

SECTION 5. The Report and Fiscal Year 2025/2026 assessments, as presented to the City Council and on file in the office of the City Clerk, are hereby confirmed as filed.

SECTION 6. The City Council hereby orders the proposed improvements to be made; the improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements, storm drainage and appurtenant facilities and expenses associated with the District, and that will be maintained by the City of Woodland or their designee and all such maintenance, operation and servicing of the landscaping and lighting, drainage and all appurtenant facilities shall be performed pursuant to the Act. A more complete description of the improvements is detailed in the Report and by reference this document is made part of this resolution.

SECTION 7. The Yolo County Auditor shall place on the County Tax Roll, opposite each parcel of land, the amount of levy so apportioned by the method of apportionment formula, outlined in the Engineer's Report, and such levies shall be collected at the same time and in the same manner as county taxes are collected pursuant to *Chapter 4, Article 2, Section 22646 of the Act*. After collection by the County, the net amount of the assessments, after deduction of any compensation due the county for collection, shall be paid to the City Treasurer.

SECTION 8. The Finance Officer, shall deposit all money from the assessments collected by the County for the District into a fund for the Gateway Landscaping and Lighting District, and such money shall be expended to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto described above.

SECTION 9. The adoption of this Resolution constitutes the Authorization of the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

SECTION 10. The City Clerk's designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the Yolo County Auditor subsequent to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held the 1st day of July 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: July 1, 2025
ITEM #: G.15
SUBJECT: Public Hearing - Gibson Ranch Lighting & Landscaping District

Recommendation for Action: Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

Staff Contact:

Karie Farnham, Financial Services Manager, (530) 661-5846, karie.farnham@cityofwoodland.gov

Fiscal Impact:

The Fiscal Year (FY) 2025/26 Engineer's Report includes an inflation factor of 3.10%, which increases the assessment of a single family home from \$371.08 in FY2024/25 to \$382.59 in FY2025/26; an increase of \$11.50. If approved, the proposed assessment for the Gibson Ranch Lighting and Landscaping District (the District) would generate \$852,353 in revenue. The FY25/26 operating budget for the District is \$1,060,624, which is less than the assessment revenues by \$267,779. For FY25/26 there are sufficient reserves to make up the difference, but the reserve balance will be depleted and in future years, the District will require funding assistance from the General Fund, or the level of services provided may need to be reduced.

Background:

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance the construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, and recreational improvements; as well as maintenance and servicing of these improvements. In accordance with the Act, the City formed the Gibson Ranch Lighting and Landscaping (L&L) District.

The Gibson Ranch L&L is located in the southeast portion of the City, generally south of Interstate 5, west of County Road 102 and east of County Road 101. The District was formed in 1995 and reached the maximum allowable assessment of \$235.12 per single family home in 2005. The formation documents for the District allow for annual adjustments tied to the CPI without a property owner ballot proceeding.

On June 17, 2025 the Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy and set the public hearing date for July 1, 2025. The Engineer's Report was attached to the June 17, 2025 staff report and is available on the City's website.

Discussion:

Each year the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 17, 2025 City Council meeting. A public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion:

Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

Prepared by: Karie Farnham, Financial Services Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Gibson Ranch FY26

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL
LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE GIBSON RANCH LANDSCAPING AND LIGHTING
DISTRICT, FISCAL YEAR 2025/2026**

WHEREAS, The City Council has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: Gibson Ranch Landscaping and Lighting District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"); and

WHEREAS, there has now been presented to this City Council the final Report as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and

WHEREAS, the City of Woodland and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIII D of the California State Constitution; and

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Woodland for the district, as follows:

SECTION 1. Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

SECTION 2. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is

ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- a. The land within the District will be benefited by the operation, maintenance and servicing of improvements, located within the boundaries of the District;
- b. District includes all of the lands so benefited; and
- c. The net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

SECTION 3. The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of and the furnishing of services and materials for the landscaping improvements, arterial and collector street lighting and landscaping, neighborhood street lighting and trees, parks and recreation facilities, soundwalls, irrigation and drainage systems, and all associated appurtenances.

SECTION 4. The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 5. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Woodland Gibson Ranch Landscaping and Lighting District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

SECTION 6. The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026.

SECTION 7. The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

SECTION 8. That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of and final approval of the Report.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held the 1st day of July 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: July 1, 2025
ITEM #: G.16
SUBJECT: Public Hearing - North Park Lighting and Landscaping District

Recommendation for Action: Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

Staff Contact:

Karie Farnham, Financial Services Manager, (530) 661-5846, karie.farnham@cityofwoodland.gov

Fiscal Impact:

The Fiscal Year (FY) 2024/25 Engineer's Report calculates the assessment of a single family home to be \$215.40, which is unchanged from FY2024/25. The proposed assessment would generate \$26,710 in revenue. In order to continue operations in this District, the General Fund will need to contribute \$39,192 or the City will need to adjust the level of services and maintenance in FY2024/25 to decrease operating costs to fit within the assessment amounts.

Background:

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, and recreational improvements; as well as maintenance and servicing of these improvements. In accordance with the Act, the City formed the North Park Lighting and Landscaping (L&L) District.

The North Park L&L District is located in the northwest portion of the City, generally north of Kentucky Avenue, west of North West Street and east of County Road 98. The District was formed in 1993 and reached the maximum allowable assessment of \$215.40 per single family home in 1997. There are no provisions for future inflationary adjustments, and any rate increases would require a property owner ballot proceeding.

On June 17, 2025 Council approved resolutions to preliminarily approve the Engineer's Report, to initiate proceedings for the annual levy, and the City Council also approved a resolution setting the public hearing date for July 1, 2025. The Engineer's Report was attached to the June 17, 2025, staff report and is available on the City's website.

Discussion:

Each year, the City prepares an Annual Report for each District, along with the District's estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 17, 2025 City Council

meeting. A public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion:

Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

Prepared by: Karie Farnham, Financial Services Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - North Park FY26

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL
LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE NORTH PARK LIGHTING AND LANDSCAPING
DISTRICT, FISCAL YEAR 2025/2026**

WHEREAS, The City Council has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: North Park Lighting and Landscaping District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"); and

WHEREAS, there has been presented to this City Council the final Report as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and

WHEREAS, the City of Woodland and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIII D of the California State Constitution; and

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City of Woodland agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City of Woodland.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Woodland for the district, as follows:

SECTION 1. Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

SECTION 2. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is

ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- a. The land within the District will be benefited by the operation, maintenance and servicing of improvements, located within the boundaries of the District.
- b. District includes all of the lands so benefited; and
- c. The net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

SECTION 3. The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of and the furnishing of services and materials for the landscaping improvements, street lighting and park lights, park area and park equipment, park perimeter fencing, noise walls, irrigation and drainage systems, and all associated appurtenances.

SECTION 4. The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 5. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Woodland North Park Lighting and Landscaping District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

SECTION 6. The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026.

SECTION 7. The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

SECTION 8. That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of and final approval of the Report.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held the 1st day of July 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: July 1, 2025
ITEM #: G.17
SUBJECT: Public Hearing - Spring Lake Lighting & Landscaping District

Recommendation for Action: Staff recommend the City Council 1) Conduct a public hearing; 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/26 annual levy report; and 3) Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Staff Contact:

Karie Farnham, Financial Services Manager, (530) 661-5846, karie.farnham@cityofwoodland.gov

Fiscal Impact:

The proposed Fiscal Year (FY) 2025/26 assessment will generate \$3,726,032 in revenue to offset the costs of District maintenance. This represents an increase that ranges from 11% to 17%, dependent upon the zoning of the property. This increase is due primarily to costs associated with continued maintenance and expansion of neighborhood parks and other landscaping throughout Spring Lake. The proposed assessment includes the use of \$440,000 in fund balance/reserves to help limit the impact of the increased maintenance costs on the properties within the District. The proposed assessment is approximately 90% of the maximum allowable assessment for the District.

The following table shows a comparison, by zoning type, of the maximum assessment, the FY2024/25 actual assessment and the proposed FY2025/26 assessment:

District	Zoning	Maximum Levy	FY2025/26 Proposed Levy	FY2024/25 Actual Levy	Difference	Total Assessment
Spring Lake						\$3,726,032.00
	Single Family Residential R3	\$ 1,670.51	\$ 1,356.82	\$ 1,162.81	\$ 194.01	
	Single Family Residential R4	\$ 1,436.71	\$ 1,189.16	\$ 1,025.48	\$ 163.68	
	Single Family Residential R5	\$ 1,296.43	\$ 1,088.57	\$ 943.08	\$ 145.49	
	Single Family Residential R8	\$ 1,086.01	\$ 937.68	\$ 819.48	\$ 118.20	
	Single Family Residential R15	\$ 710.25	\$ 629.91	\$ 565.13	\$ 64.78	
	Single Family Residential R20	\$ 663.49	n/a	n/a	n/a	
	Single Family Residential R25	\$ 635.44	\$ 576.26	\$ 521.18	\$ 55.08	
	Neighborhood Commercial per Acre	\$ 17,222.07	\$ 11,680.03	\$ 10,248.75	\$ 1,431.28	

When the Spring Lake Lighting and Landscaping (L&L) District was formed, the methodology and model that was created considered the types of improvements to be maintained, the number of properties to be developed and the zoning for each residential type. Initially, specific plan information was utilized during the formation stage. Each year the number of actual subdivided units is updated along with the maintenance budget to determine the new rates. Over time, the actual number of units that have been developed has varied from the estimated specific plan units. For the zoning categories where additional units have been created above those originally estimated, the rates do not increase as much, or in some cases decrease slightly, as compared to other zoning categories where the number of units subdivided has not exceeded the planned units. Therefore, the increase/(decrease) for each zoning category varies.

Background:

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance the construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, and recreational improvements; as well as maintenance and servicing of these improvements. In accordance with the Act, the City formed the Spring Lake L&L District.

The Spring Lake L&L consists of all property located in the Spring Lake Specific Plan area, which is located in the southeast portion of the City, generally bounded to the north by Gibson Road, to the east by County Road 102, to the south by County Road 25A and generally to the west by County Road 101. There is a portion of the District immediately north of the extension of County Road 24A (Sports Park Drive) that extends west of State Highway 113.

On June 17, 2025 Council approved resolutions preliminarily approving the Engineer's Report, initiating proceedings for the annual levy, and a resolution setting the public hearing date for July 1, 2025. The Engineer's Report was attached to the June 17, 2025 staff report and is available on the City's website.

Discussion:

Each year the City prepares an Annual Report for each District, along with the District's estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review in the Financial Transparency section of the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires City Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Report and call for a public hearing; this occurred at the June 17, 2025 Council meeting. A public hearing is required to complete the levy process.

Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion:

Staff recommend the City Council 1) Conduct a public hearing; 2) Adopt Resolution No. _____, approving the fiscal year 2025/26 annual levy report; and 3) Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Prepared by: Karie Farnham, Financial Services Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Spring Lake L&L_Approve ER FY2025-26
2. Proposed Resolution - Spring Lake L&L_Order Levy FY2025-26

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2025/2026
ENGINEER'S REPORT REGARDING THE SPRING LAKE LANDSCAPING AND
LIGHTING DISTRICT**

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"), did by previous Resolution order the Assessment Engineer, Koppel & Gruber Public Finance, to prepare and file the 2025/2026 Engineer's Report for the "**Spring Lake Landscaping and Lighting District**" (the "District"); and

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk of the City of Woodland, California and the City Clerk has presented to the City Council such report entitled "**City of Woodland Spring Lake Landscaping and Lighting District Fiscal Year 2025/2026 Engineer's Report**" (the "Report") as required by the Act; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report, and is satisfied that the levy for each parcel has been calculated in accordance with the special benefits received from the operation, maintenance and services performed, as set forth in the Report.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Woodland, the legislative body for said district, as follows:

SECTION 1. The preceding recitals are true and correct.

SECTION 2. The Report as presented or as modified, contains the following:

- a. A Description of Improvements.
- b. A Diagram of the District.
- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The 2025/2026 Assessment based upon Method of Apportionment as approved by the property owners pursuant to the provision of the California Constitution Article XIID Section 4.
- e. An "Assessment Range Formula" for calculating annual inflationary adjustments to the initial "Maximum Assessment" (Adjusted Maximum Levy per benefit unit), also approved by the property owners.
- f. The 2025/2026 Annual Budget (Costs and Expenses) and the resulting 2025/2026 assessment (Levy per benefit unit) for Fiscal Year 2025/2026.
- g. The Assessment Roll containing the Levy for each Assessor Parcel Number within the District for Fiscal Year 2025/2026.

SECTION 3. The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are to be incorporated into the Report.

SECTION 4. The City Council is satisfied with the Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the Fiscal Year 2025/2026 annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIID.

SECTION 5. The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting on the 1st day of July 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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING
DISTRICT FOR FISCAL YEAR 2025/2026**

WHEREAS, the City Council, has by previous Resolutions initiated proceedings to form, and declared its intention to levy and collect annual assessments against parcels of land within the “Spring Lake Landscaping and Lighting District” (the “District”) for the fiscal year commencing July 1, 2025 and ending June, 30 2026 pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the “Act”) to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and

WHEREAS, Koppel & Gruber Public Finance, the Assessment Engineer selected by the City Council has prepared and filed with the City Clerk and the City Clerk has presented to the City Council the Engineer’s Report entitled “**City of Woodland Spring Lake Landscaping and Lighting District Fiscal Year 2025/2026 Engineer’s Report**” (the “Report”), in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on July 1, 2025, regarding the levy and collection of assessments as described in the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act and in accordance with the provisions of the California Constitution Article XIID.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Woodland, the legislative body for said district, as follows:

SECTION 1. The preceding recitals are true and correct.

SECTION 2. Following notice duly given, the City Council has held a full and fair public hearing regarding the levy and collection of the assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

SECTION 3. The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay

the costs and expenses of operating, maintaining and servicing the landscaping, lighting, drainage and appurtenant facilities located within public places in the District.

SECTION 4. The City Council has carefully reviewed and examined the Report in connection with the District, and the levy and collection of assessments. Based upon its review the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, hereby finds that the City Council determines that:

- a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting, drainage and appurtenant facilities and improvements related thereto.
- b. The District includes all of the lands so benefited; and
- c. The amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits, to be received by each parcel from the improvements and services, and is satisfied that the assessments are levied, without regard to property valuation.

SECTION 5. The Report and Fiscal Year 2025/2026 assessments, as presented to the City Council and on file in the office of the City Clerk, are hereby confirmed as filed.

SECTION 6. The City Council hereby orders the proposed improvements to be made; the improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements, drainage and appurtenant facilities and expenses associated with the District, and that will be maintained by the City of Woodland or their designee and all such maintenance, operation and servicing of the landscaping and lighting, drainage and all appurtenant facilities shall be performed pursuant to the Act. A more complete description of the improvements is detailed in the Report and by reference this document is made part of this resolution.

SECTION 7. The Yolo County Auditor shall place on the County Tax Roll, opposite each parcel of land, the amount of levy so apportioned by the method of apportionment formula, outlined in the Engineer's Report, and such levies shall be collected at the same time and in the same manner as county taxes are collected pursuant to *Chapter 4, Article 2, Section 22646 of the Act*. After collection by the County, the net amount of the assessments, after deduction of any compensation due the county for collection, shall be paid to the City Treasurer.

SECTION 8. The Finance Officer, shall deposit all money from the assessments collected by the County for the District into a fund for the Spring Lake Landscaping and Lighting District, and such money shall be expended to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto described above.

SECTION 9. The adoption of this Resolution constitutes the Authorization of the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

SECTION 10. The City Clerk's designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the Yolo County Auditor subsequent to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held the 1st day of July 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: July 1, 2025
ITEM #: G.18
SUBJECT: Public Hearing - West Wood Lighting and Landscaping District

Recommendation for Action: Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

Staff Contact:

Karie Farnham, Financial Services Manager, (530) 661-5846, karie.farnham@cityofwoodland.gov

Fiscal Impact:

The Fiscal Year (FY) 2025/26 Engineer's Report proposes to increase the assessment on a single family home, based on an annual inflation factor, from \$788.50 in FY2024/25 to \$809.79 in FY25/26; an increase of \$21.29. If approved, the proposed assessment for the District would generate \$30,772 in revenue. In addition, West Wood will require an additional \$5,537 in revenue that will come from fund balance/reserves in FY2025/26.

Background:

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance the construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, and recreational improvements; as well as maintenance and servicing of these improvements. In accordance with the Act, the City formed the West Wood L&L District.

The West Wood L&L is located in the northwest portion of the City, generally to the north of Kentucky Avenue, south of Quail Drive, east of Dove Drive and west of Mallard Drive. The District was formed in 2004 and is currently being assessed at the maximum allowable rate; however, the District formation report included an annual CPI escalator, which can continue indefinitely to account for inflationary cost increases.

On June 17, 2025 Council approved resolutions to preliminarily approve the Engineer's Report, to initiate proceedings for the annual levy, and the City Council also approved a resolution setting the public hearing date for July 1, 2025. The Engineer's Report was attached to the June 17, 2025 staff report and is available on the City's website.

Discussion:

Each year the City prepares an Annual Report for each District, along with the District's estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires the Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 17, 2025 Council meeting.

A public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion:

Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

Prepared by: Karie Farnham, Financial Services Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - West Wood Unit No. 1 FY26

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY
REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN
THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL
YEAR 2025/2026**

WHEREAS, The City Council has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: West Wood Unit No. 1 Landscaping and Lighting District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"); and

WHEREAS, there has now been presented to this City Council the final Report as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and

WHEREAS, the City of Woodland and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIII D of the California State Constitution; and

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City of Woodland agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and taxbills for the City of Woodland.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Woodland for the district, as follows:

SECTION 1. Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

SECTION 2. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is ordered to

be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- a. The land within the District will be benefited by the operation, maintenance and servicing of improvements, located within the boundaries of the District;
- b. District includes all of the lands so benefited; and
- c. The net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

SECTION 3. The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of and the furnishing of services and materials for the landscaping improvements, local street lighting facilities, parks and related equipment replacement, fencing and block walls, storm drainage detention basin, and all associated appurtenances.

SECTION 4. The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 5. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Woodland West Wood Unit No. 1 Landscaping and Lighting District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

SECTION 6. The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026.

SECTION 7. The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

SECTION 8. That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of and final approval of the Report.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held the 1st day of July 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: July 1, 2025
ITEM #: G.19
SUBJECT: Public Hearing - Streng Pond Landscape Maintenance District

Recommendation for Action: Staff recommend the City Council 1) Conduct a public hearing; and 2) adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

Staff Contact:

Karie Farnham, Financial Services Manager, (530) 661-5846, karie.farnham@cityofwoodland.gov

Fiscal Impact:

The Fiscal Year (FY) 2025/26 Engineer's Report calculates the assessment of a single family home to be \$79.10, which is unchanged from FY2024/25. The proposed assessment for the District would generate \$14,436 in revenue. The Streng Pond L&L assessment does not generate enough revenue to meet the minimum operational expenditures required to maintain the L&L. To ensure the ongoing operation and maintenance of the Streng Pond L&L, the City will advance \$30,799 from the General Fund to offset the shortfall; this advance is included in the FY2025/26 proposed budget.

Background:

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance the construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, and recreational improvements; as well as maintenance and servicing of these improvements. In accordance with the Act, the City formed the Streng Pond Landscape Maintenance District.

The Streng Pond District is located in the southwest portion of the City, generally north of Gibson Road, west of Cottonwood Street and east of County Road 98. The District was formed in 1985 and reached the maximum allowable assessment of \$79.10 per single family home in 1995; there are no provisions for future CPI increases. The City attempted a property owner ballot proceeding in 1998 to increase the assessment to cover rising costs within the District. However, the effort was unsuccessful. Because the rates do not increase to cover the rising costs of maintenance, a general fund contribution of \$30,799 is budgeted to cover the operating shortfall.

On June 17, 2025 Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy, which included setting the public hearing date for July 17, 2025. The Engineer's Report was attached to the June 17, 2025 staff report and is available for review on the City's website.

Discussion:

Each year the City prepares an Annual Report for each District, along with estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review in the Financial Transparency section of the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 17, 2025 Council meeting. A public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion:

Staff recommend the City Council 1) Conduct a public hearing; and 2) Adopt Resolution No. _____, approving the Fiscal Year 2025/2026 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

Prepared by: Karie Farnham, Financial Services Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Streng Pond FY26

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL
LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE STRENG POND LANDSCAPING MAINTENANCE
DISTRICT, FISCAL YEAR 2025/2026**

WHEREAS, The City Council has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: Streng Pond Landscaping Maintenance District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"); and

WHEREAS, there has been presented to this City Council the Report as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and

WHEREAS, the City of Woodland and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIII D of the California State Constitution; and

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Woodland for the district, as follows:

SECTION 1. Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

SECTION 2. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is

ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- a. The land within the District will receive special benefit by the operation, maintenance and servicing of improvements, located within the boundaries of the District;
- b. The District includes all of the lands so benefited; and
- c. the net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

SECTION 3. The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of and the furnishing of services and materials for landscaping improvements, irrigation and drainage systems, and associated appurtenances.

SECTION 4. The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 5. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Woodland Streng Pond Landscaping Maintenance District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

SECTION 6. The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026.

SECTION 7. The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

SECTION 8. That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the final approval of the Report.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held the 1st day of July 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: July 1, 2025
ITEM #: H.20
SUBJECT: Woodland Parklet Program Update and Policy Consideration

Recommendation for Action: Staff recommend the City Council 1) Receive an update on the Woodland Parklet Program; 2) Adopt Resolution No. _____, approving a two-year extension of the Parklet Program to allow for those parklets in existence on July 1, 2025, to remain in place, subject to compliance with updated program requirements as provided for in Attachments 2 and 3, including a requirement that parklets on Main Street not take up more than one consecutive public parking space; and 3) Direct the City Manager to respond to the June 2025 Yolo County Civil Grand Jury Investigation per Penal Code Section 933.05 in a manner consistent with Attachment 4, and amended as needed, based on discussion and direction of the City Council at its July 1, 2025, meeting.

Staff Contact:

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

Fiscal Impact:

In 2022 the City allocated \$125,000 in General Fund revenue, offset by American Rescue Plan Act (ARP) funding, to assist applicants in (re)constructing and/or enhancing their parklets within the public right-of-way in the downtown. Five businesses took advantage of the program to either modify, enhance or create a new parklet. A nominal \$500 annual Parklet Permit fee is assessed per parking space to help cover staff costs associated with the initial and annual compliance review of parklets. Moving forward, no additional or new funds have been identified for the parklet program. However, it is recommended that the annual permit fee of \$500 per parking space continue to be collected to offset staff costs associated with administering the program, should it continue. Indirectly, parklets can attract more foot traffic to the downtown and provide additional restaurant seating, thus more sales tax revenue.

Background:

Urgency Ordinance No. 1664 (June 2, 2020)

In response to the COVID-19 pandemic, the Woodland City Council passed Urgency Ordinance No. 1664 on June 2, 2020 which created a temporary parklet initiative that allowed restaurants and cafés to expand outdoor seating into parking spaces. This effort allowed establishments to significantly expand seating capacity when indoor dining was severely restricted or prohibited—providing a lifeline for many struggling businesses. By relocating tables curbside, the initiative met critical health and safety needs: fresh air, physical distancing, and enhanced sanitation helped mitigate virus transmission concerns. It also enabled restaurants to stay open and generate vital revenue throughout the crisis. During the urgency period, the City issued free temporary outdoor use permits to 19 restaurants, including five restaurants in the Downtown that utilized parking spaces in the public right-of-way along Main Street.

Parklet Assessment (Summer/Fall 2021)

In Summer 2021 the City conducted two surveys to analyze the impact of the parklets occupying public parking spaces. The first was a face-to-face survey conducted with existing permit holders to

gather information about their perception of the direct impacts (costs and funding, frequency of use, payroll, and business revenue) that the parklets had on their business. The second was a face-to-face and digitally disseminated survey, to which 38 Downtown businesses responded about their perception of the indirect impacts that the parklets had on their non-food related (non-permit holding) businesses. Results of these surveys indicated that all seven participating establishments in the Downtown—mostly restaurants—experienced revenue growth after setting up parklets, with one business reporting 40–50% sales increase. This uplift supported not only business continuity but also job creation as 86% of businesses added staff and nearly half hired at least two new employees. Additionally, the majority of Downtown businesses (~78%) were in favor of keeping the parklets, highlighting increased foot traffic in Downtown, the parklets' role in helping permit-holding businesses stay afloat throughout the pandemic, and availability of outdoor seating. Some businesses (~15%) were in favor of scaling back the parklets. Only thirteen percent (13%) of businesses were in favor of having them completely removed. Noted concerns about parklets in Downtown focused on reduced parking, traffic slowdowns (due to the red flashing lights), cleanliness of the parklets, storefront visibility, and homeless issues.

The City held a Downtown Business Meeting in November 2021 and shared the survey results with business owners. The City also shared Downtown parking statistics generated by Just Another Parking App (JAPA) that included parking availability on Main Street, First Street and the parking lot in front of City Hall. The generated statistics illustrated that parking in these areas, on average, reached a 60% occupancy rate, and at the most, only hit 80% occupancy – indicating that despite the presence of parklets, there is consistent availability of parking in Downtown Woodland.

2-Year Pilot Woodland Parklet Program Established (May 2022)

Following the 2021 Parklet Assessment period, the City determined that parklets remain an important and desirable option for Downtown businesses, particularly restaurants and cafés, to support business activity and recovery from the devastating and compounding financial impacts of the COVID-19 pandemic. In May 2022, the City Council formalized a two-year pilot Citywide Parklet Program that established a permit and grant framework active through November 1, 2024. This formal program established:

- **Eligible Applicants:** Restaurant/café establishments with 20 or fewer full-time employees, holding a valid Woodland business license, and demonstrating payroll eligibility as of January 1, 2022.
- **Permit Rules:**
 - Allowed parklets to utilize up to two adjacent City-owned parking spaces
 - Required an annual permit fee of \$500 per space
 - Included annual review, insurance coverage, and City inspections
 - Required certain ADA and aesthetic improvements
- **Grant Support:**
 - The City allocated \$125,000 for parklet (re)construction improvements, offering up to \$20,000 per parklet to qualifying small businesses.
 - Applications were open from May 18 through July 31, 2022, and awarded based on first-come, first-served criteria.

This structured program introduced consistent design and safety standards, established defined eligibility criteria, clarified the application process, and included funding support—addressing earlier gaps in the urgency program. During the application period, five parklet program grant applications were received, and all five requests were approved and funded. In the Downtown, one prior existing restaurant parklet was voluntarily removed, and one new parklet was created. City staff provided

significant guidance and support to each applicant throughout the application and construction process.

Discussion:

Parklet Program Policy Consideration - June 2025

The City's two-year Pilot Parklet Program concluded on November 1, 2024 prompting the need to determine a long-term approach to managing parklets in the Downtown area. City staff have received a range of anecdotal feedback from Downtown business owners, employees, and patrons—some expressing support for the parklets and others preferring their removal.

Based on staff observations and community feedback, the parklets along Main Street appear to be underutilized much of the year and are frequently impacted by high traffic volumes. Concerns have also been raised by both business owners and patrons regarding decreased visibility of adjacent storefronts and perceptions about reduced parking availability. However, data from the City's JAPA parking management system consistently shows that at least 20% of Downtown parking spaces remain available at all times (Independent of the Parklet Program, the City is currently conducting a Downtown Parking Survey to better understand parking patterns and inform potential future adjustments to time zones, enforcement strategies, wayfinding, and other parking-related policies).

Parklet owners, on the other hand, have expressed a strong desire to retain the parklets noting that their customers appreciate the outdoor dining option, particularly during warmer months, which drives business.

Balancing these considerations, staff recommend the City Council approve a two-year extension of the parklet program, subject to the policies and regulations in the attached program documents (Attachments 2 and 3), including one key amendment to the guidelines that would limit the parklet sizes to not more than one public parking space on Main Street (or approximately 22 feet in length). Approval of this program modification would necessitate scaling back two existing parklets affiliated with 11:11 Sabores del Pueblo (formerly Las Brasas), and El Charro Mexican Restaurant, to comply with the new size limitations. One parklet on First Street (Gallery Coffee Roasters) combines on-street bike parking with its parklet, utilizing a combined two parking spaces; however, a scale back is not recommended in this case because the parklet itself takes up approximately one parking space and the bike parking serves surrounding businesses. Additionally, updated guidelines include annual and mid-year compliance inspections by City staff.

Should the City Council, after the two-year extension, wish to continue the parklet program or similar, City staff will return to the City Council with an ordinance recommendation pertaining to parklets as well as general use of public right-of-way for private business purposes in the downtown such as sidewalk dining and retail merchandise displays.

Alternatively, the City Council may opt to sunset the Parklet Program along Main Street. Should the Council choose this option, staff recommend allowing the current Main Street parklets to remain in place through the end of August to provide businesses time to adjust.

Regardless of the Main Street parklet decision, staff recommend retaining the parklet on First Street, associated with Gallery Coffee Roasters. This parklet remains one of the most consistently and actively used installations. Additionally, First Street's narrower sidewalks limit opportunities for sidewalk seating, and its lower traffic volumes and slower speeds make the parklet a more pleasant and practical outdoor dining area.

For Downtown restaurants and cafés without a parklet who wish to provide outdoor seating, sidewalk dining remains a viable option. Business owners are encouraged to consult with City planning staff to

determine the appropriate placement of tables and chairs that maintain an accessible path of travel along sidewalks and to their storefronts. A City encroachment permit is required for any use of public right-of-way.

Yolo County Civil Grand Jury Investigation

On May 16, 2025 City staff and the City Council received the findings of a Yolo County Civil Grand Jury investigation regarding the parklets on Main Street (Attachment 5). The investigation examined the "purpose, effectiveness, oversight, and sustainability" of the Citywide Parklet Program, as well as stakeholder experiences with the program. The inquiry was initiated in response to a public concern.

The Grand Jury report includes five findings and five recommendations. In accordance with California Penal Code Section 933.05, the City Manager, Community Development Director, and the Woodland City Council are required to provide a formal response.

A draft response has been prepared and is included as Attachment 4 to this report for the City Council's review and consideration at its July 1, 2025 meeting. The Council may provide direction to staff regarding any revisions to the draft. Following the meeting, the City Manager will submit a coordinated response to the Yolo County Superior Court on behalf of all required respondents.

Conclusion:

Staff recommend the City Council 1) Receive an update on the Woodland Parklet Program; 2) Adopt Resolution No. _____, approving a two-year extension of the Parklet Program to allow for those parklets in existence on July 1, 2025, to remain in place, subject to compliance with updated program requirements as provided for in Attachments 2 and 3, including a requirement that parklets on Main Street not take up more than one consecutive public parking space; and 3) Direct the City Manager to respond to the June 2025 Yolo County Civil Grand Jury Investigation per Penal Code Section 933.05 in a manner consistent with Attachment 4, and amended as needed, based on discussion and direction of the City Council at its July 1, 2025, meeting.



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Parklet Program Update & Policy Consideration
2. 2025 Parklet Program Permit Renewal Application
3. 2025 Appendix 1 - Rules and Regulations
4. Draft Yolo County Civil Grand Jury Response Letter
5. Civil Grand Jury Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A TWO YEAR EXTENSION OF THE WOODLAND PARKLET
PROGRAM TO ALLOW FOR EXISTING PARKLETS LOCATED IN THE
DOWNTOWN WITHIN THE PUBLIC RIGHT OF WAY TO REMAIN IN PLACE
SUBJECT TO CONFORMANCE WITH UPDATED PROGRAM GUIDELINES**

WHEREAS, on March 19, 2020 the Governor issued Executive Order N-33-20 (the “Stay-at-Home Order”), ordering all State of California residents to shelter at home or at their place of residence, except as needed to ensure continuity of operations in essential critical infrastructure sectors and additional sectors as directed by the State Public Health Officer in an effort to curb transmission of COVID-19; and

WHEREAS, as the result of the 2020 Stay-at-Home Order and the County Health Officer’s orders, businesses that served food or beverages were only permitted to provide food and beverages by take-out or delivery; and

WHEREAS, considering the adverse financial effects of these mandatory closures, the City of Woodland issued an Urgency Ordinance (Ordinance No. 1664) creating a Temporary Outdoor Dining & Use Permit on June 2, 2020, which was valid until the termination of the State and County’s state of emergency in response to COVID-19, or until rescinded by the City Council; and

WHEREAS, on May 17, 2022, the City Council voted to rescind the Urgency Ordinance and approve a formalized Parklet Program, providing use of the public right-of-way (i.e. parking spaces) for parklets for two years with an annual renewal fee to the City of \$500 per parking space; and

WHEREAS, parklet’s remain an important and desirable option for Downtown businesses, particularly restaurants and cafes, to support business activity; and

WHEREAS, the proposed 2025 Parklet Program is updated to allow for semi-permanent parklets in the Downtown to meet ongoing business needs, while also addressing specific concerns noted by downtown property owners and residents.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of woodland as follows:

SECTION 1. The City Council hereby approves a two-year extension of the Parklet Program subject to the Rules and Regulations provided in Attachment 1, providing ongoing use of the public right-of-way (i.e. parking spaces) for an annual renewal fee to the City of \$500 per parking space. Per direction of the City Council, no parklet on Main Street may exceed two parking spaces in a row, regardless of the businesses it serves. The renewal process shall include both the renewal fee, as well as a City-conducted review of the parklet structure and/or review of structure

scale-back/reconstruction where required. Application renewals shall be submitted to the City by August 1, 2025.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 1st day of July 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



City of Woodland
Community Development Dept.
300 First St, Woodland CA 95695
(530) 661-5820
www.cityofwoodland.org

Parklet Program

PERMIT RENEWAL

- Annual Permit fee: \$500 per public parking space-

This Program authorizes the renewal of existing parklets/parklet permits in place on July 1, 2025, for a two-year period, ending June 30, 2027.

As updated by the Woodland City Council on July 1, 2025, parklets on Main Street may not exceed one consecutive public parking stall in length (approximately 22 feet in length), regardless of the number of businesses it serves. Parklet's on Main Street that extend beyond one public parking stall in length on July 1, 2025, have until August 31, 2025, to scale back to one public parking stall. Applicant(s) must submit a revised Site Plan (diagram/drawing), including number and spacing of tables, path of travel, shade structures, etc., for City review and approval **prior to** parklet scale-back/reconstruction and not later than August 15, 2025.

All applicants are subject to an annual and mid-year compliance review by the City, in addition to an annual fee of \$500 per parking space. Upon signing this application, the Applicant agrees to the provisions outlined in this document and "Appendix I – Rules and Regulation," as modified July 2025.

SUBMIT APPLICATION TO THE COMMUNITY DEVELOPMENT FRONT DESK AT 300 FIRST STREET OR VIA EMAIL TO

CDD-ECONOMICDEV@CITYOFWOODLAND.ORG

1. GENERAL

NAME OF APPLICANT: _____

NAME OF BUSINESS: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

DAYS AND HOURS OF OUTDOOR DINING/USE OPERATION: _____

(IF DIFFERENT FROM BUSINESS OWNER):

NAME OF PROPERTY OWNER _____

PHONE NUMBER: _____ EMAIL: _____

SIGNATURE OF PROPERTY OWNER: _____

2. OUTDOOR USE FORMAT

Check all that apply:

Request for use on **PUBLIC** property ☐ Sidewalk seating/use ☐ Parklet

3. INITIAL CONSENT CHECKLIST

- ➔ **INITIAL HERE** if submitting a written request to anchor/drill into sidewalk or road: _____
- ➔ **INITIAL HERE** to consent to own and maintain all improvements placed on public property AND to carry out repairs / replacement of Parklet amenities within 14 days of notification from the City: _____
- ➔ **INITIAL HERE** to consent to responsibility for maintenance of the gutter to ensure flow under/through any improvements placed adjacent the gutter, and provide access to underground utilities under Parklet or furniture upon City request within 24 hours: _____
- ➔ **INITIAL HERE** to provide and keep current \$1M General Liability Certificate of Insurance AND Policy Endorsement stating City of Woodland as Additional Insured
- ➔ If expanding onto adjacent businesses' storefront(s):
INITIAL HERE to certify that you have received consent from adjacent business/property owner to expand onto adjacent space: _____
Adjacent business/property owner's name: _____
Phone number: _____
SIGNATURE OF ADJACENT OWNER, AUTHORIZING USE OF PUBLIC RIGHT-OF-WAY FOR PARKLET _____

4. DESCRIPTION OF ZONE USE – IF PARKLET RECONSTRUCTION/SCALE-BACK IS REQUIRED

Provide a brief description of layout and furniture materials used **AND attach a SITE PLAN (diagram/drawing)** of how you plan to set up the zone, including tables, chairs, shade coverings, trash cans, etc. Please label streets if not apparent in diagram. Please note that an ADA accessible path of at least 4 feet must be ensured between the zone and storefront.

5. SUBMISSION CHECKLIST

- ☐ **Signed Application form and Signed Appendix 1 – Rules and Regulations** (present documents)
- ☐ **Site Plan as needed for scale-back/reconstruction** (diagram/drawing), including number and spacing of tables, path of travel, shade structures, etc.
- ☐ **Certificate of Insurance AND Policy Endorsement for applicant business AND contractor** (if applicable) of \$1M General Liability stating City of Woodland (its agents, officers, and employees.) as insured (applicable if on PUBLIC property), specifically referring to Parklet or Sidewalk. See Appendix 1 “Rules & Regulations for details.

6. SIGNATURES

Signature of Business Owner

Print Name

Date

Signature of Property Owner (if different
from Business Owner)

Print Name

Date

7. APPROVAL AND CONDITIONS (TO BE COMPLETED BY CITY OF WOODLAND)

CITY APPROVAL STAMP & DATE (REQUIRED PRIOR TO PARKLET SETUP)

CONDITIONS OF APPROVAL (IF APPLICABLE)



City of Woodland
Community Development Dept.
300 First St, Woodland CA 95695
(530) 661-5820
www.cityofwoodland.org

Appendix I - Rules & Regulations for Parklet Program Permit

Modified July 2025

These Regulations pertain to the "Parklet Program Permit Application". The Applicant of this Permit consents to have read and agreed to the **MODIFIED (July 2025)** stipulations detailed within this document.

☐ Confirm having read and consent to requirements in Appendix I "Rules & Regulations" as modified herein – July 2025 modifications shown in track-change, redline. All other provisions of Parklet Program Application and Permit remain in effect.

Signature of Business Owner

Print Name

Date

Signature of Property Owner (if different
from Business Owner)

Print Name

Date

The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property requested by the Applicant Business for a parklet. The City reserves the right to terminate any permit at any time due to non-compliance with the requirements outlined in this document and the Application. Additionally, issuance of a permit does not grant a vested right to continue operation of a parklet. The City may decline to renew a permit or terminate the Parklet Program at any time. Upon notification that a permit will not be renewed or that the Parklet Program has been terminated, the permittee shall remove the parklet from the premises and restore the road right-of-way to its original condition by the later of the expiration of the then-current permit or thirty days from the notification by the City.

Within this document:

- "Applicant" means the business applying for the permit.
- "Parklet" means a structurally sound outdoor use area within a public parking stall.

The applicant understands and agrees that the permit, once issued, is subject to the following requirements:

- 1) **Encroachment Permit:** As a condition to receipt of a Parklet Program Permit, the Applicant must also secure a long-term encroachment permit in accordance with Chapter 12.08 and specifically Section 12.08.090 of the Woodland Municipal Code. Applications for the Parklet Program Permit and the long-term encroachment permit may be processed concurrently.
- 2) **Insurance:**
 - a) Applicant - The Applicant shall maintain in full force and effect, at its sole cost and expense, Commercial General Liability insurance coverage for claims of bodily injury and property damage liability not less than \$1,000,000 for each occurrence. It shall provide the City with an Additional Insured Endorsement and primary and non-contributory endorsement **naming the City of Woodland and its officers, agents and employees as additional insured**, and clearly identifying additional areas of policy coverage including the address and location description (including measurements) of outdoor patio/dining space and/or parklet. The City of Woodland can provide sample language to include within endorsement, as needed.
 - b) Contractor – If construction for the parklet is performed by a Contractor, the Contractor shall provide proof of commercial general liability, automobile insurance, and workers compensation insurance (if applicable) to the City in amounts and with policies, endorsements and conditions required by the City for the Services. Please contact the City for these requirements.
- 3) **Indemnification:** The applicant shall indemnify, protect, defend, save and hold City, its officers, agents, and employees harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of the Business or its officers, employees, volunteers, and agents, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the business or its employees, subcontractors, or agents, or by the quality or character of the Business's work. It is understood that the duty of Business to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code and including attorney's fees. Acceptance by City of insurance certificates and endorsements required under this Permit does not relieve Applicant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply and shall further survive the expiration or termination of this Permit. By execution of this Application, applicant Business acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property requested by the Applicant.
- 4) **Americans with Disabilities Act (ADA):** The Parklet Area itself must have ADA compliant access and furthermore shall ensure ADA compliance in the immediate adjacent public right-of-way, unless

circulation is otherwise rerouted at the discretion and approval of the City. In particular, a minimum four-foot (4'0") wide path of travel must be maintained along all pedestrian walkways from the Parklet to all storefronts, regardless of the width of the sidewalk. This provision additionally applies during the installation/construction phase of the proposed patio/parklet.

- 5) **Alcohol and Beverage Control (ABC) Regulations:** The Applicant shall comply with all applicable State and County laws and regulations pertaining to outdoor dining/use (including, but not limited to sale and consumption of alcoholic beverages) under this provision. Applicants shall furthermore comply with all applicable California ABC regulations regarding alcohol use for their operations within extended outdoor space. Applicants are solely responsible for securing a valid ABC license to allow/extend business operations within the Parklet. A Permit does not constitute approval by the ABC or City of alcohol use in the Parklet.
- 6) **Sanitation and social distancing:** While in effect, The Applicant is responsible for adhering to all health and safety standards as outlined by State of California and Yolo County.
- 7) **Waste management:** The Applicant is responsible for maintaining the Parklet Area free of trash and debris at all times. The Applicant is required to provide and install at least one of its own trash receptacles within the designated area and shall be emptied by the Applicant as needed throughout the day. City-owned trash receptacles nearby the Applicant's Parklet Area shall furthermore be monitored for waste associated with business activity and emptied by the Applicant as needed. City staff will be responsible for emptying these trash cans at the normal allotted frequency.
- 8) **Hours of operation:** Unless hours of operation are expressly extended or restricted by the Permit, hours of operation for the Parklet Area shall coincide with normal business hours of operation.
- 9) **Cost:**
 - a) The Applicant shall be responsible for an annual renewal fee to the City of \$500 per parking space. Per discretion of the City, no parklet may exceed two-one parking spaces in a row, regardless of the businesses it serves. The renewal process, shall include both the renewal fee, as well as a City-conducted review of the parklet structure. The initial application and renewals shall be submitted to the City by September 1st of every year, with prorated monthly fees, as applicable.
 - ~~b) The Applicant may apply for one time grant funding for up to \$20,000, until funds run out. Additional costs exceeding the awarded amount such as setup, maintenance, potential removal of the Parklet, etc. shall be borne by the Applicant.~~
 - c)b) The cost associated with stolen or vandalized items (i.e. tables, chairs, etc.) and / or materials of the Parklet (i.e. roofing, flooring, etc.) shall be borne by the Applicant, and repaired/replaced within 14 days of written notice from the City. The City is not liable for any

stolen or vandalized materials associated with the Parklet, and therefore highly recommends locking all equipment when not in use.

10) **Materials, furniture, and decorative elements:** Materials used in association with the Parklet must be durable, load resistant (when relevant), weather treated and weather resistant, and easy to clean. **Applicant must keep area attractive, clean, and be able to easily repair or replace any broken / damaged components at their own cost within 14 days of written notice from the City.**

- a) Permanent roofing shall not obstruct adjacent business' storefronts and shall be subject to inspection/approval by the City. Shade structures such as umbrellas shall be well anchored so as not to blow into drive aisles or walkways. Shade structures must have a minimum 7' clear height from the sidewalk at all times. Canvas, canvas umbrellas, and pergola wooden or metal structures are permitted. Roofing and shade structures are subject to additional review/approval by the Community Development Department prior to installation.
- b) Round bistro tables, high top seating, or any other tables are permitted given that they are made from metal, weather resistant or treated wood. Wooden tables shall be properly sealed (i.e. wood stain/varnish) to ensure longevity, cleanliness, and attractiveness. Unless authorized by the City of Woodland, indoor tables should not be used for outdoor seating. ADA seating must be ensured.
- c) Electrical wiring running along ground should be avoided, but if necessary, must be secured according to ADA requirements. Power to the parklet must be drawn exclusively from the Applicant's business – the Applicant shall not draw power from City lamp posts.
- d) LED lighting is required for all lighting.
- e) The parklet must have plants or other greenery to improve overall aesthetic. Plant selection and placement is subject to review/approval by the Community Development Department prior to installation. All plants must be maintained in good health by Applicant.
- f) Heaters and misters are subject to review by the City prior to installation.
- g) Temporary signage may be placed at or near the Parklet Area, provided that such signs do not block, impede or otherwise interfere with the roadway or sidewalk and the safe travel of vehicles and pedestrians (compliant with ADA standards). Signage shall be well anchored so as not to blow into the roadway or walkways.
- h) If **encroachment onto sidewalk or parking space extends to a neighboring storefront**, the **Applicant must consult with, and receive written approval from its neighboring businesses and property owner (if different from business owner)**. This written approval is to be submitted by the Applicant to the City, who will re-verify approval with the neighboring business in question.

11) **PARKLET-SPECIFIC REQUIREMENTS:**

a) **General:**

- i) Only those parklet's in existence on July 1, 2025 shall be permitted subject to conformance with the rules and regulations contained herein.
- ii) Parklet design must be submitted to the City for consideration before construction. The Applicant must notify the City of renovations, furniture, or additional components that were not part of the original Parklet design for approval (prior to implementation).
- iii) Parklets on Main Street may not exceed one consecutive public parking stall in length (approximately 22 feet in length), regardless of the number of businesses it serves. Parklet's

that extend beyond one public parking stall in length on July 1, 2025, have until August 31, 2025, to scale back to one public parking stall. Applicant must submit a revised Site Plan (diagram/drawing), including number and spacing of tables, path of travel, shade structures, etc., for City review and approval **prior to parklet scale-back/reconstruction.**

~~ii~~iv) Parklets are not permitted to occupy any space marked and designated for ADA parking.

~~iii~~v) Parklets are not permitted to be installed in areas marked with red curb for no parking near intersections.

~~iv~~vi) Activity outside of the scope of the Applicant's business activity, including but not limited to live or amplified sound within the Parklet area is subject to City approval. Depending on the activity, the activity may also be subject to a Special Events Permit.

b) Measurements (see diagram):

- i) Each parking space measures approximately 7'5" wide x 22" long.
- ii) The curb is 5 ½-7 ½" high from the street.
- iii) Vertical barrier elements must be a minimum of 32" high and a maximum of 36" high. Plants and greenery may surpass this height requirement if written consent is given to the Applicant by the City.
- iv) Shade structures must have a minimum 7' clear height from the sidewalk at all times.
- v) The Parklet may extend past the parking stalls and encroach onto sidewalk if a minimum clear 4-foot ADA-compliant path is maintained between the use space and the storefront.

c) Base/Platform Requirements:

- i) The Parklet base should be a freestanding structural foundation that rests on the street surface and should be able to withstand 100 lbs. per square foot at a minimum. If the base is to be permanently attached to the street, curb, or adjacent planting strip, the applicant must first obtain written confirmation from the City.
- ii) Wood decking (pressure treated/weather resistant wood) shall be used as the Parklet's base. It shall be properly sealed (i.e. wood stain/varnish) to ensure longevity, cleanliness, and attractiveness. Decking must be ADA compliant. Routine staining/treating of wooden decking is required of applicant at its own cost.
- iii) The applicant must be able to **allow access to underground utilities beneath the parklet within 24 hours**. It is therefore strongly recommended for the Parklet to be built in easily removable sections.
- iv) Gutters must remain free of obstruction, must maintain proper gutter flow and must be kept clean by applicant, including parking spaces immediately adjacent to parklet. Screens shall be added to the ends of the Parklet gutter zones to reduce the amount of debris entering the gutter. The side of the base along the street side should be elevated at least ½ from the pavement to allow rainwater to flow underneath the base to the gutters. It is recommended that parklet design allow for ease of access to gutter beneath the parklet base for debris removal.
- v) No more than a maximum horizontal gap of ½ inch and maximum vertical height discrepancy of ¼ inch between the curb and the base is allowed.

d) Perimeter/Enclosure Requirements

- i) K-rails along with other safety buffers, such as heavy planters or filled wine barrels that can withstand a minimum of 200 lbs. of horizontal force must be placed along the sides of the Parklet that are exposed to vehicle traffic and/or parking.
- ii) K-rails may be provided by the City upon request. If provided, the applicant shall agree to assume all maintenance for the k-rail units and must replace if gone missing or irreparable. In particular, the Applicant must be able to have easy access to the k-rails in order to refill them with water (as water levels diminish over time).
- iii) The Parklet must have a continuous perimeter enclosing the k-rails within its design along the perpendicular and parallel edges to the street. The enclosure shall be placed in a manner to ensure small children and/or pets cannot enter the adjacent travel way, and k-rails must be completely enclosed so that they are out of sight from all angles.
- iv) Damages, including dented or broken perimeter walls or roofing must be replaced or repaired at the cost of the Applicant, within 14 days of written notice from the City.
- v) Plexiglas or other barriers shall not be installed unless written consent is given by both the City and any business owner (if visibility to said business owner's storefront could be hindered).
- vi) The Parklet's design shall be created such that a wheel stop can be installed along the sides perpendicular to traffic. Wheel stop shall be installed by City, at its discretion. If installed, the wheel stop shall be placed on the end mark/tee of its immediate adjacent parking stall. A clear distance of 4 feet shall be provided from the wheel stop's placement to the nearest point of the Parklet.
- vii) The Parklet's barrier must have retroreflective elements such vertical delineators or applied retroreflective tape to ensure visibility facing the street.
- viii) Appropriate LED lighting, such as string lights, shall be provided in the parklet during business hours and furthermore remain illuminated throughout the night for safety. Lighting must be connected to a timer.
- ix) Roofing must be pre-approved by the City before installation.

12) **Overview of prohibited activity within outdoor use space (unless otherwise approved in writing by City):**

- a) Consumption of alcohol except in compliance with a valid ABC license
- b) Advertising from outside vendors
- c) Amplified sound (ambient background music allowed)
- d) Smoking
- e) Storage of food trays or carts
- f) Gas or diesel generators

Figure 1: Parklet setup

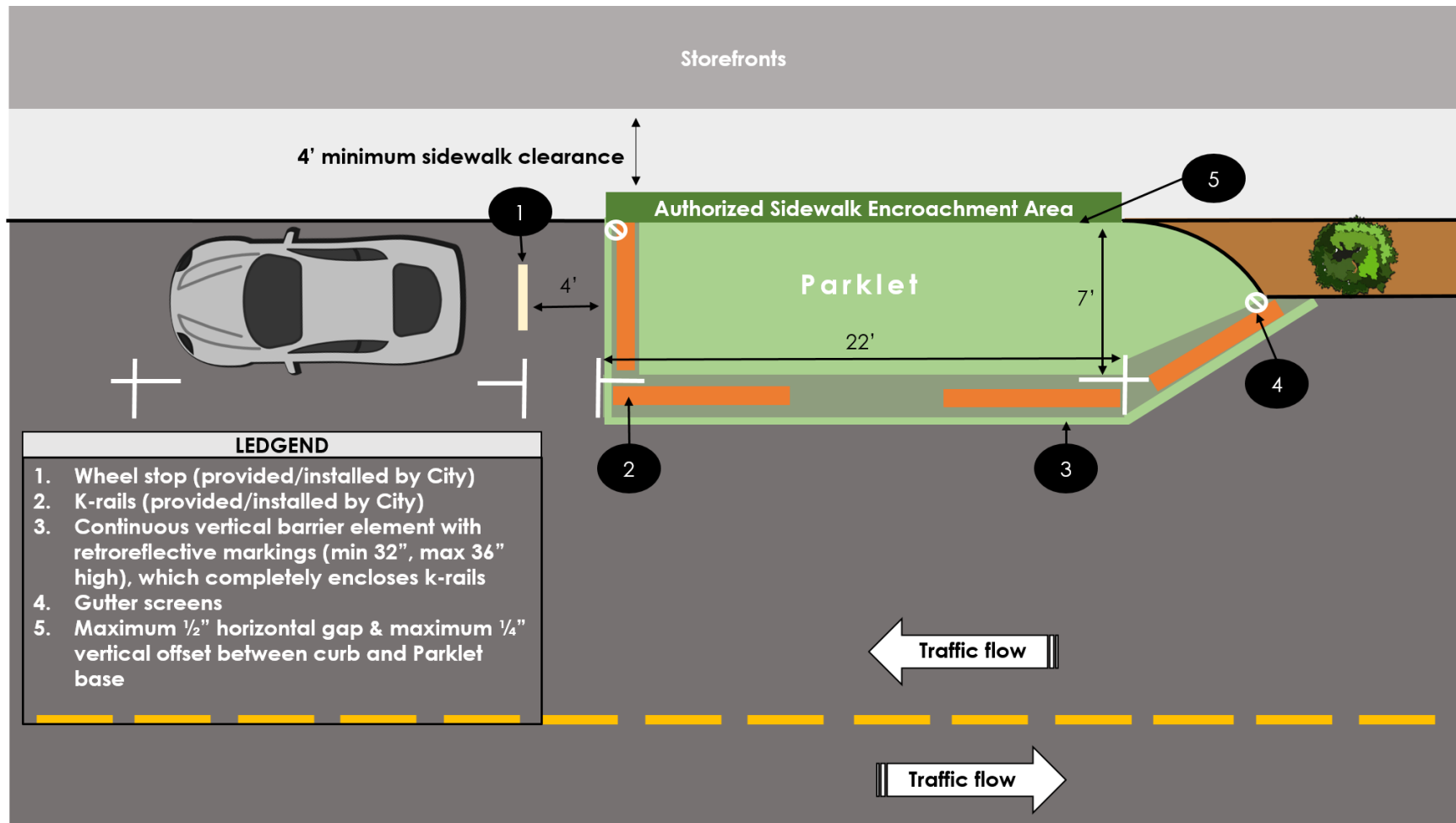
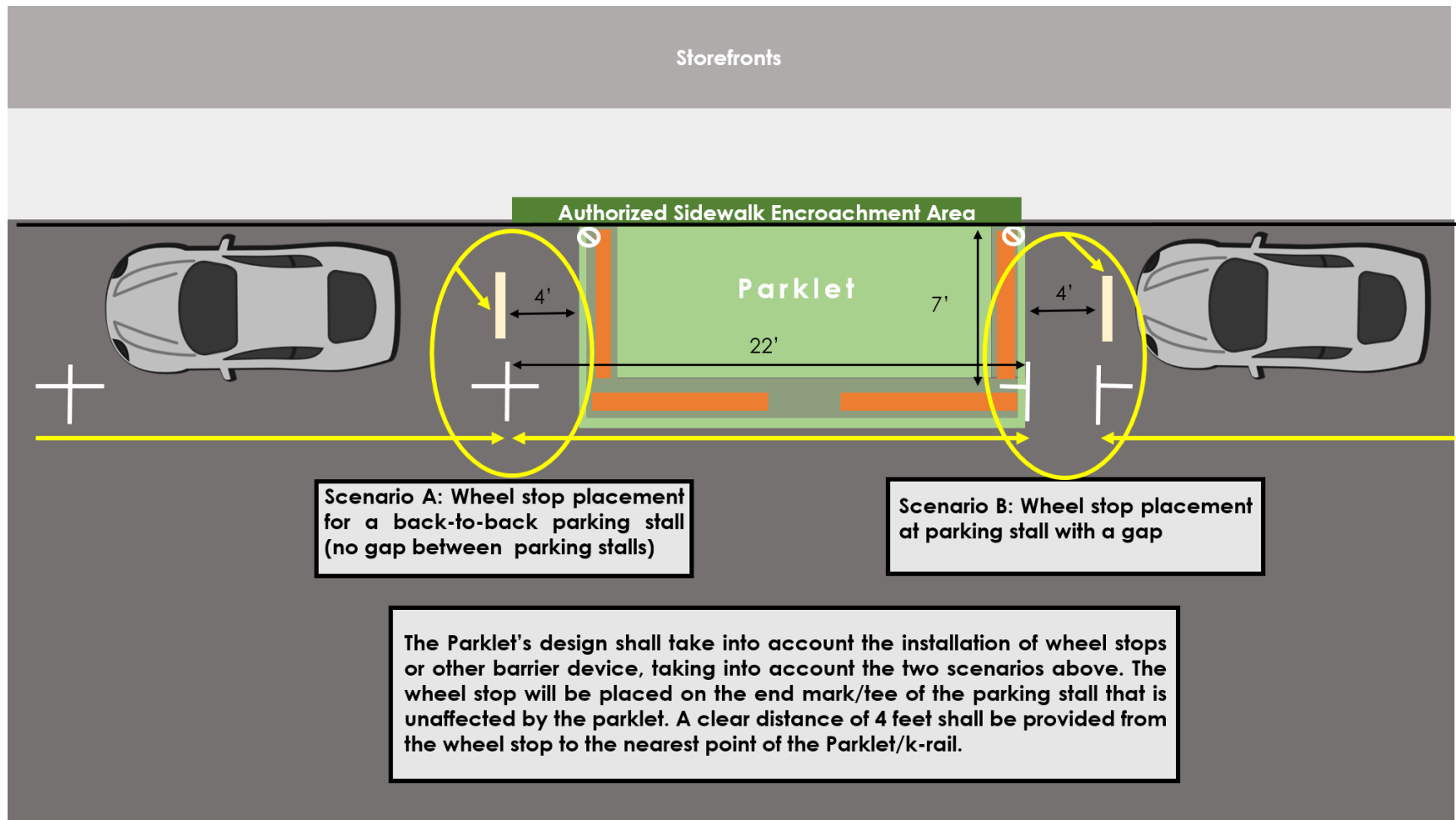


Figure 2: Wheel stop guidance





CITY MANAGER'S OFFICE | 300 FIRST STREET, WOODLAND, CA 95695 | 530-661-5802 | CITYOFWOODLAND.GOV

July 2, 2025

Honorable Timothy Fall
Superior Court of California, County of Yolo County
1000 Main Street
Woodland, CA 95695

Foreperson, Karen Buchko
120 W Main Street, Suite A
Woodland, CA 95695
Karen.buchko@yolocounty.gov

Subject: City of Woodland Response to Yolo County Civil Grand Jury 2024–2025 Report – Findings and Recommendations Regarding the Woodland Parklet Program

Dear Honorable Judge:

Pursuant to California Penal Code Section 933.05, the City of Woodland hereby submits its formal response to the 2024–2025 Yolo County Civil Grand Jury Report concerning the City of Woodland's Parklet Program. We appreciate the Civil Grand Jury's attention to this matter and offer the following responses to each of the Findings and Recommendations provided in the report following a concise summary of the program's background and the latest updates.

Background of the Woodland Parklet Program

In response to the COVID-19 pandemic, Woodland launched a temporary parklet initiative that allowed restaurants and cafés to expand outdoor seating into parking spaces (Urgency Ordinance No. 1664, June 2, 2020). This effort allowed establishments to significantly expand seating capacity when indoor dining was severely restricted or prohibited—providing a lifeline for many struggling businesses.

By relocating tables curbside, the initiative met critical health and safety needs: fresh air, physical distancing, and enhanced sanitation helped mitigate virus transmission concerns. It also enabled restaurants to stay open and generate vital revenue throughout the crisis. During the urgency period, the City issued free temporary outdoor use permits to 19 restaurants, including five restaurants in the Downtown that utilized parking spaces in the public right-of-way along Main Street.

Assessment

In an effort to monitor the impact of the parklets occupying public parking spaces, two surveys were administered by the City in the Summer of 2021.

The first was a face-to-face survey conducted with existing permit holders to gather information about their perception of the direct impacts (costs and funding, frequency of use, payroll, and business revenue) that the parklets have made on each of their businesses.

The second was a face-to-face and digitally disseminated survey, to which 38 Downtown businesses responded about their perception of the indirect impacts that the parklets have made on their non-food related (non-permit holding) businesses. Results of this survey (enclosed) indicated that well over half of Downtown businesses (~78%) were in favor of keeping the parklets, highlighting increased foot traffic in Downtown, acknowledgement of the parklets' role in helping permit-holding businesses stay afloat throughout the pandemic, and availability of outdoor seating. Some businesses (~15%) were in favor of scaling back the parklets. Only thirteen percent (13%) of businesses were in favor of having them completely removed. Noted concerns about parklets in Downtown focused on reduced parking, traffic slowdowns (due to the red flashing lights), cleanliness of the parklets, storefront visibility, and homeless issues.

The City held a Downtown Business Meeting in November 2021, at which time the survey results were shared with business owners. The City also shared Downtown parking statistics generated by Just Another Parking App (JAPA), looking at the availability of parking spaces on Main Street, First Street and the parking lot in front of City Hall. The generated statistics illustrated that parking in these areas, on average, reached a 60% occupancy rate, and at the most, only hit 80% occupancy – indicating that despite the presence of parklets, there is consistent availability of parking in Downtown Woodland.

Following this outreach, it was determined that parklets remained an important and desirable option for Downtown businesses, particularly restaurants and cafes, to support business activity and recovery from the devastating and compounding financial impacts of the COVID-19 pandemic. In response, in May 2022, the City Council formalized a two-year pilot Citywide Parklet Program, organized through a permit and grant framework active through November 1, 2024. This formal program established:

- **Eligible Applicants:** Restaurant/café establishments with 20 or fewer full-time employees, holding a valid Woodland business license, and demonstrating payroll eligibility as of January 1, 2022.
- **Permit Rules:**
 - Allowed parklets to utilize up to two adjacent City-owned parking spaces
 - Required an annual permit fee of \$500 per space
 - Included annual review, insurance coverage, and City inspections
 - Required certain ADA and aesthetic improvements
- **Grant Support:**
 - The City allocated \$125,000 for parklet (re)construction improvements, offering up to \$20,000 per parklet to qualifying small businesses.
 - Applications were open from May 18 through July 31, 2022, and awarded based on first-come, first-served criteria.

This structured program introduced consistent design and safety standards, established defined eligibility criteria, clarified the application process, and included funding support—addressing earlier gaps in the urgency program. (Please see the enclosed 2022 Parklet Program Grant Application, Program Guidelines, and Rules and Regulations.)

During the application period, five parklet program grant applications were received, and all five requests were approved and funded. In the Downtown, one prior existing restaurant parklet was voluntarily removed and one new parklet was created. City staff provided significant guidance and support to each applicant throughout the application and construction process.

2025 Parklet Program Updates

At its July 1, 2025 meeting, the Woodland Council considered and adopted a modified, two-year extension of the Parklet Program. The update, enclosed, modifies the 2022 pilot program by limiting the number of parklets to those in existence on July 1, 2025, and requires that all parklets located on Main Street be limited to not more than one parking space in length (or approximately 22 feet in length). The updated policy requires both annual and mid-year inspection of parklets by city staff to ensure compliance with city requirements. Requirements pertaining to insurance obligations, city indemnification, ADA compliance, design and processing remain consistent with earlier 2022 program criteria.

Those restaurants and cafes located in the downtown that do not currently have a parklet, but wish to provide outdoor seating, are encouraged to consider sidewalk dining opportunities in front of their business via the City's encroachment permit process. Business owners are encouraged to meet with city planning staff to identify appropriate placement of tables and chairs to maintain adequate path of travel along the sidewalk and to the business.

[The section *highlighted* above was drafted based on city staff recommendation. Following the July 1, 2025, City Council Meeting, this section may be updated or amended to include additional direction from City Council.]

Civil Grand Jury Findings and City Responses

F1: The parklet program has provided meaningful economic support to participating businesses on Main Street.

Response: Agree.

In response to the COVID-19 shutdowns, Woodland's Parklet Program provided small businesses a critical path to adapt and survive during the pandemic. As summarized in the Summer 2021 Parklet Evaluation Survey (enclosed) all seven participating establishments in the Downtown—mostly restaurants—experienced revenue growth after setting up parklets, with one business reporting 40–50% sales increase. This uplift supported not only business continuity but also job creation as 86% of businesses added staff and nearly half hired at least two new employees.

Parklets operated at over 70% capacity during peak hours as reported by owners, frequently hosting community events like live music, Cinco de Mayo gatherings, and private celebrations as COVID-19 “lock down” provisions eased—further drawing customers to downtown and boosting vitality across multiple businesses. Among 38 other downtown merchants surveyed, more than 80% reported neutral or positive impacts, with many crediting parklets for revitalizing foot traffic and enhancing visibility.

F2: The lack of uniform design and safety standards among parklets poses potential liability risks and detracts from downtown aesthetics.

Response: Partially Disagree.

The City disagrees that the parklet program lacks uniform design and safety standards. The Parklet Program includes design and safety requirements to significantly reduce injury and liability risks as summarized below. However, the City agrees that despite these design and safety guardrails, there is always some liability risk associated with parklets. The City is neutral on the statement that parklets detract from downtown aesthetics as aesthetic preferences are subjective, however, as noted below, the program guidelines include design criteria to ensure the parklets do not become a blight on the Downtown. Staff recognize that general maintenance is required at some parklets currently and will be meeting with those owners in the coming days to request and ensure needed repairs are addressed.

Basis: The City acknowledges that the initial implementation of the Parklet Program was expedited in response to the COVID-19 public health emergency and economic shutdowns. The urgency required rapid deployment, resulting in temporary policies and flexibility to ensure the survival of small businesses.

Early in the program, there were variations in parklet design and scope. The City has since taken steps to standardize these elements through a formalized two-year, pilot Parklet Program authorized by the City Council in 2022. Specifically, the program provides for:

- **Comprehensive Safety & Liability Protections:** The program requires applicants to secure a long-term encroachment permit and maintain commercial general liability insurance of at least \$1 million per occurrence, with the City named as an additional insured. They must also provide full indemnification, covering both legal defense and damages—ensuring the City is shielded from risks stemming from parklet operations. This organizational and contractual framework significantly mitigates liability concerns.
- **Strict Structural and Material Standards:** The guidelines mandate stringent requirements for durable, load-bearing materials and weather-resistant furnishings, with platform foundations rated for 100 lb/sq ft. There are clear specifications for perimeter barriers, K-rails capable of withstanding 200 lbs, LED lighting, and secure roofing and shade structure design—all subject to prior City review and approval.

- **ADA Compliance and Accessibility:** Each parklet must incorporate and maintain a minimum 4-foot wide ADA-accessible path, both on to the structure itself and on adjacent sidewalks. Platforms must maintain height and gap tolerances, and all shade and enclosure elements must guarantee pedestrian mobility—even during construction phases.
- **Ensured Quality Control and City Oversight:** Applicants must submit concept and design plans for City approval, with any modifications requiring pre-approval. The City retains the right to inspect, review, and require repairs or replacements (within 14 days) for damaged or non-compliant components, ensuring ongoing adherence to standards. The City may decline to renew or terminate any permit at any time due to non-compliance with program requirements, necessitating removal of the parklet within 30 days of notification by the City.
- **Aesthetic Enhancements and Community Appeal:** Designs are required to include weather treated and weather resistant, easily cleanable materials, greenery, anchored umbrellas, and tasteful lighting—all reviewed by Community Development to create visually appealing, cohesive streetscapes. As noted above, staff recognize that general maintenance is required at some parklets currently and will be meeting with those owners in the coming days to request and ensure needed repairs are addressed.

F3: Smaller and less-resourced businesses may struggle to access grant funding or comply with application requirements.

Response: Wholly Disagree.

The City disagrees that smaller and less-resourced businesses may struggle to access grant funding or comply with application requirements.

Basis: The City designed the 2022 parklet program *specifically* to support smaller restaurants and cafés hit hardest by the pandemic—those that lacked the capital to create outdoor seating on their own. The grant and permit framework was tailored with simplicity and accessibility in mind to reduce administrative burden, clearly define eligibility, actively support applicants, and successfully empower smaller, less-resourced businesses to create safe, compliant, and attractive outdoor dining spaces during the height of the COVID-19 crisis as follows:

- **Focused Eligibility:** The 2022 program targeted for-profit, food-service businesses with 20 or fewer full-time employees, under \$2 million in revenue, and with limited or no existing outdoor space—ensuring support reached those who needed it most.
- **Straightforward Grant Support:** A total of \$125,000 was allocated, offering up to \$20,000 per parklet for construction/reconstruction, decking, ADA-compliant furniture, greenery, lighting, roofs, heaters, and other approved enhancements.

- **Efficient Application Process:** The program featured a streamlined permit procedure with a clear submission window (May 18–July 31, 2022) and rolling award notices. Required documentation (W-9, business license, payroll records, proof of COVID-related hardship) was minimal and manageable.
- **Effective Outreach & Staff Assistance:** Program details were communicated through direct email newsletters, social media, word of mouth, and City Hall postings. During both the initial 2020 pilot and the 2022 grant round, City staff offered hands-on guidance, resulting in 21 small business participants in 2020 and all five 2022 grant applicants receiving both permits and full funding—highlighting the accessibility and support embedded in the process.

F4: The current oversight mechanisms are insufficient to ensure ongoing compliance and safety.

Response: Partially Disagree.

The City partially disagrees that oversight mechanisms are insufficient to ensure ongoing compliance and safety based on the program criteria outlined below. However, limited staff resources currently available to oversee the program may result in delayed enforcement and remedy of program violations.

Basis: Woodland’s Parklet Program is supported by continuing oversight—through annual review, renewal fees, encroachment permit authority, safety standards, and clear enforcement protocols as follows:

- **Annual City Review & Permit Renewal:** Each parklet permit undergoes a mandatory annual review tied to a \$500-per-space renewal fee, as detailed in the City’s Parklet Program guidelines (enclosed). This not only maintains accountability but ensures ongoing compliance with structural, safety, and aesthetic standards.
- **Encroachment Permit Authority & Termination Power:** Parklet permit holders must also secure a long-term encroachment permit, giving the City formal regulatory oversight under Chapter 12.08 of the Municipal Code. The City retains the authority to deny renewal or terminate permits for noncompliance—requiring parklet removal within 30 days.
- **Rigorous Safety, Structural, and Accessibility Standards:** Stringent design guidelines—including load-bearing platform requirements, guardrail (k-rail) strength, ADA-compliant access, and secure lighting—must be pre-approved by City staff. Any structural changes need prior approval, and unsafe or deteriorated elements must be repaired or replaced within 14 days of City notice.
- **Ongoing City Discretion & Monitoring:** The City’s Program Guidelines explicitly state that permits do not guarantee continued operation and can be revoked or rescinded at any time. Formalized annual inspection of parklets is provided for in the pilot program guidelines, however staff routinely visually inspects parklets for program compliance.

2025 Update: At its July 1, 2025, meeting, the Woodland City Council approved a modified, two-year extension of the Parklet Program, which among other updates to the 2022 pilot program, increases formal city staff inspection of parklet compliance to include annual *and* mid-year assessments as recommended by the Civil Grand Jury report (Recommendation “R4”).

[The section **highlighted** above was drafted based on city staff recommendation. Following the July 1, 2025, City Council Meeting, this section may be updated or amended to include additional direction from City Council regarding parklet inspections and/or other program updates that may impact oversight, compliance and safety.]

F5: Public feedback about reduced parking has not been formally addressed in city planning discussions.

Response: Disagree.

The City disagrees that public feedback about reduced parking has not been formally addressed in city planning discussions, as described below.

Basis: The city recognized that some business owners and residents had (and still have) concerns about reduced downtown parking due to parklet installations. In response, City staff presented detailed data at an in-person meeting with downtown businesses in November 2021 and again at the May 17, 2022, City Council meeting as part of a parklet program update report and recommendation. Utilizing Just Another Parking App (JAPA), staff analyzed Main Street, First Street, and the City Hall parking lot, and found consistent availability—average occupancy hovered around 60%, peaking at roughly 80% during block-by-block peak periods. The findings demonstrated that parking remained generally open and accessible despite parklet placement in the early years of the program.

To further balance business needs and community impact, the 2022 parklet regulations were updated to ensure no parklet spanned more than two contiguous parking spaces. This rule led to the downsizing of two, three-space parklets, and another was scaled back to a single space since the business already had some rear patio seating.

2025 Update: At its July 1, 2025, meeting, the Woodland City Council approved a modified, two-year extension of the Parklet Program, which among other updates to the 2022 pilot program, limits the number of parklets to those in existence on July 1, 2025, and further limits the size of any Main Street parklet to not more than one parking space. This new regulation will require the reduction in length of two existing parklets that currently spans two parking spaces on Main Street.

[The section **highlighted** above was drafted based on city staff recommendation. Following the July 1, 2025, City Council Meeting, this section may be updated or amended to include additional direction from City Council regarding parklet size and/or other program updates that may impact parking availability in the Downtown.]

Independent of the Parklet Program, the City is currently conducting a Downtown Parking Survey to better understand parking patterns and inform potential future adjustments to time zones, enforcement strategies, wayfinding, and other parking-related policies.

The survey is designed to gather input from Downtown business owners, employees, residents, and visitors regarding where they park, how long they typically stay, how far they park from their destinations, how often they are required to move their vehicles due to time restrictions, and other parking related concerns.

Civil Grand Jury Recommendations and City Responses

R1: The City of Woodland should standardize design and safety requirements for all parklets and conduct regular inspections.

Response: Has been implemented and is ongoing.

In 2022, the City Council authorized a two-year pilot Parklet Program establishing uniform design standards, permit procedures, and enforcement mechanisms. Parklets are limited to two parking spaces, require ADA compliance, and are subject to annual review and routine inspection (see enclosed Appendix I - Rules and Regulations, Citywide Parklet Program Permit).

2025 Update: At its July 1, 2025, meeting, the Woodland City Council approved a modified, two-year extension of the Parklet Program, which carries forward the standardized guidelines and safety requirements of the 2022 pilot program, but limits the total length of any parklet on Main Street to not more than one parking space. The parklet program also increases formal city staff inspection of parklet compliance to include annual *and* mid-year assessments as recommended by the Civil Grand Jury report (Recommendation “R4”).

[The section **highlighted** above was drafted based on city staff recommendation. Following the July 1, 2025, City Council Meeting, this section may be updated or amended to include additional direction from City Council regarding standardize design and safety requirements.]

R2: The City should streamline the grant application process and offer technical assistance to ensure equitable access for all small businesses.

Response: Has been implemented.

The City allocated \$125,000 in General Fund dollars for the 2022 Parklet Program Grant to support parklet (re)construction and improvements. Eligible small businesses were able to apply for up to \$20,000 per parklet. Awards were issued based on need, application completeness, and compliance with city requirements. Program details were communicated through direct email newsletters, social media, word of mouth, and City Hall postings. City staff provided one-on-one assistance and support to all prospective applicants interested in applying for the program and grant funding. All five 2022 grant applicants received

both permits and full funding. The grant program concluded in 2022 at the close of the application and award period.

2025 Update: There is no new funding identified to support parklet construction/reconstruction and the 2025 parklet program two-year extension disallows new parklets beyond those in existence on July 1, 2025. Should the City Council decide in the future to consider allowing additional new parklets on Main Street, or extend the program indefinitely, city staff will return to City Council with a formal ordinance, providing a framework for future design and implementation.

[The section **highlighted** above was drafted based on city staff recommendation. Following the July 1, 2025, City Council Meeting, this section may be updated or amended to include additional direction from City Council regarding program support and/or fund allocation.]

R3: The City should consider conducting a public parking impact assessment before renewing or expanding the parklet program.

Response: Has been implemented and is ongoing.

City staff conducted public surveys, stakeholder meetings, and reviewed parking data via JAPA sensors as previously noted. These evaluations indicated adequate parking availability Downtown and helped shape the decision to limit parklet encroachment. City staff continues to monitor traffic flow, including traffic signal patterns on Main Street, and will make future adjustments to ensure a balanced approach between business recovery and public access. At present, a total of six (6) out of over 200 public parking spaces downtown are occupied by a parklet.

2025 Update: At its July 1, 2025, meeting, the Woodland City Council approved a modified, two-year extension of the Parklet Program, which among other updates to the 2022 pilot program, limits the number of parklets to those in existence as of July 1, 2025, and further limits the size of any parklet on Main Street to not more than one parking space. These regulations ensure that existing parking is preserved and require the reduction in length of two existing parklets that currently spans two parking spaces on Main Street.

[The section **highlighted** above was drafted based on city staff recommendation. Following the July 1, 2025, City Council Meeting, this section may be updated or amended to include additional direction from City Council regarding parklet size and/or other program updates that may impact parking availability in the Downtown.]

As previously noted, the City is currently conducting a Downtown Parking Survey, independent of the parklet program, to better understand parking patterns and inform potential future adjustments to time zones, enforcement strategies, wayfinding, and other parking-related policies.

R4: The City should establish a mid-year compliance review in addition to the annual review of parklet permits.

Response: Will be implemented.

The modified, two-year extension of the Parklet Program, effective July 2, 2025, requires formal annual and mid-year compliance review of all parklets by city staff to ensure ongoing compliance with program requirements.

[The section **highlighted** above was drafted based on city staff recommendation. Following the July 1, 2025, City Council Meeting, this section may be updated or amended to include additional direction from City Council regarding compliance inspection.]

R5: The City should consider extending the grant program or identifying alternative funding sources to support long-term sustainability.

Response: Will not be implemented because it is not warranted.

As previously noted, there is no new funding identified to support parklet construction/reconstruction and the 2025 parklet program update disallows new parklets beyond those in existence on July 1, 2025.

Restaurants interested in outdoor dining are encouraged to work with city staff to identify opportunities for sidewalk seating in front of their business through a city issued encroachment permit.

[The section **highlighted** above was drafted based on city staff recommendation. Following the July 1, 2025, City Council Meeting, this section may be updated or amended to include additional direction from City Council regarding program support and/or fund allocation.]

The City of Woodland remains committed to fostering a vibrant, accessible Downtown while supporting small businesses and enhancing public spaces. We thank the Civil Grand Jury for its work and welcome continued collaboration in serving our community.

Sincerely,

Rich Lansburg
Mayor
City Council, City of Woodland

Ken Hiatt
City Manager
City of Woodland

Brent Meyer
Community Development Director
City of Woodland

Attachments

1. 2021 Parklet Evaluation Survey
2. 2022 Parklet Program Grant Application
3. 2022 Program Guidelines
4. 2022 Rules and Regulations ("Appendix 1")
5. July 1, 2025, City of Woodland Parklet Program Update Staff Report to City Council
6. July 1, 2025, Resolution of the Woodland City Council Extending and Updating the Parklet Program for Two Years
7. 2025 Parklet Program Permit Renewal Application
8. 2025 Modified Rules and Regulations ("Appendix 1")

Attachment 1: 2021 Parklet Evaluation Survey

Parklet evaluation survey

Conducted summer 2021
Downtown Woodland, CA

*Report prepared by the City of Woodland's Economic Development Staff
Fall 2021*

Contents

1. Overview	3
Context	3
Issued permits	3
Survey outreach	3
2. Survey Results	4
2.a Summary of survey results from permit holders.....	4
Costs and funding	4
Frequency of use	4
Payroll	5
Impact on business revenue.....	5
2.b Summary of survey results from (non-permit holding) <i>Downtown businesses</i>	5
3. Recommendation	Error! Bookmark not defined.
Annex.....	8
Permit holder business survey: pie chart response overview	8
Funding.....	8
Frequency of Use	10
Payroll	11
Impact on business revenue.....	11
Comments from (non-permit holding) business owners	12
Parking.....	12
Perception of parklets	12
Traffic	14

1. Overview

Context

In response to the COVID-19 pandemic and global health crisis, the Federal, State, and County governments declared a state of emergency, for which the City of Woodland followed suit. As the result of the State's March 19, 2020 Stay-at-Home Order and the County Health Officer's orders, numerous business sectors were required to shut their doors or limit building occupancy to the public, in accordance to the Governor's and County's discretion. Considering the adverse financial effects of these mandatory closures, the City of Woodland issued an Urgency Ordinance and Temporary Permit to allow businesses to expand their business activity outdoors.

This Ordinance and Permit went into effect upon adoption by the City Council on June 2, 2020 and will remain in force until the termination of the State and County's state of emergency in response to the COVID-19 outbreak, or until this Ordinance is rescinded by the City Council. Any emergency temporary use permit that has been issued pursuant to this Ordinance shall expire thirty (30) days after termination of this Ordinance.

The Temporary Outdoor Dining & Use Permit is available on the City of Woodland website here: <https://www.cityofwoodland.org/1271/Outdoor-Dining-Use-Permit>

Issued permits

To date, the City has issued free temporary outdoor use permits to twenty one Woodland businesses including (20) restaurants, (1) personal care service, and (1) fitness studio. Of these twenty one businesses, fourteen businesses extended their business activity onto privately owned sidewalk or parking spaces. In the absence of privately owned outdoor space for the remaining seven businesses in Downtown, the City authorized their requests to expand onto City-owned property (i.e. parking spaces).

Survey outreach

In an effort to monitor the impact of parklets utilizing public parking spaces by the seven permit holding businesses, two surveys were administered by the City in Summer 2021. The first was a face to face survey conducted with permit holders to gather information about their perception of the *direct* impact that the parklets has made on each of their seven businesses. The second was a face to face & digitally disseminated survey, in which 38 Downtown businesses responded about their perception of the *indirect* impacts that the parklets have made on their businesses.

2. Survey Results

2.a Summary of survey results from permit holders

Permit holders were invited to respond to questions regarding costs and funding, frequency of use, payroll, and impact on business revenue. Below is an overview of feedback received on the aforementioned topics. Pie charts illustrating an overview of responses to specific questions are available in the Annex.

Out of the seven permit holders, six are restaurants and one is a fitness studio. Only one of the permit holders has a back patio, and another one has limited sidewalk seating.

Costs and funding

Over 70% of permit holders reported that the total cost to construct their parklet was between \$16,000 - \$20,000. The majority of **permit holders invested between \$8,000 - \$12,000 of their own funds towards the parklet's construction.** Out of the seven permit holders, six of them received financial support via the City-administered "[Support Small Business](#)" grant in December 2020, which allocated federal The Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars to 42 small businesses in Woodland. Five of the permit holders received \$9,000-\$10,000 each, while one permit holder received \$6,000 in relief to construct outdoor parklets. The remaining permit holder did not apply for the grant and therefore self-funded all associated costs.

All parklet owners are willing to continue investing their own funds in improving the parklets. However, if a scale back is envisioned, all parklet owners indicated needing financial help to cover the costs, as scaling back (i.e. reducing the length of the parklet) could entail a complete restructuring of the current design. It should be noted that some parklet owners have held off on improvements over the last couple months in anticipation of a potential scale back or requirement to remove the parklets.

Frequency of use

Parklets are used throughout the week, with heavier concentration during lunch and dinner, and brunch on the weekends. Permit holders reported that the parklets are at least at a 70% capacity during these peak hours. It was shared that many customers are still not comfortable with eating indoors, making the parklets an invaluable option for customers.

42% of parklet owners have held over five special events at their parklet since their installation. Events open to the public include Cinco de Mayo, St. Patrick's Day, and live music performances. Private events such as weddings, baptisms, and graduation parties that require ample seating have also been held at parklets. Permit holders noted that parklets are especially full during First Fridays. The live music sponsored by

the City and organized by the Historic Downtown Woodland Group has been reported to routinely draw a good amount of people to eat and shop in Downtown.

Payroll

86% of parklet owners indicated that the establishment of the parklets' outdoor seating created more demand for personnel. 42% of owners indicated that they hired at least 2 new employees since the establishment of the parklet to help with the increase in business.

Impact on business revenue

The majority of parklet owners indicated that the parklets have been a notable driver in maintaining business during the pandemic. All permit holders experienced an increase in revenue (comparing the months prior to the parklets' installation to the months post installation). For example, one business owner shared that they experienced a 40-50% increase in revenue in the months after their parklet's installation. Many reported that positive comments have been received from customers and community members on a routine basis. The main positive points are: providing an outdoor space for those not yet comfortable with eating outdoors, and making Downtown more pedestrian friendly.

Parklet owners expressed concerns over a drop in revenue if parklets were removed. Many have not returned to pre-pandemic revenue levels and are weary that a potential removal of parklets could put an additional strain on their business, notably due to loss of outdoor seating, but also due to storefront visibility. A majority of parklet owners expressed a willingness to work with the City to make necessary changes in order to keep them in some capacity; however, several owners commented that scaling back the size/length of the parklet would be difficult and was not a preferred option

2.b Summary of survey results from (non-permit holding) Downtown businesses

Downtown businesses (other than parklet owners) were invited to respond to the two questions below and provide comments if desired.

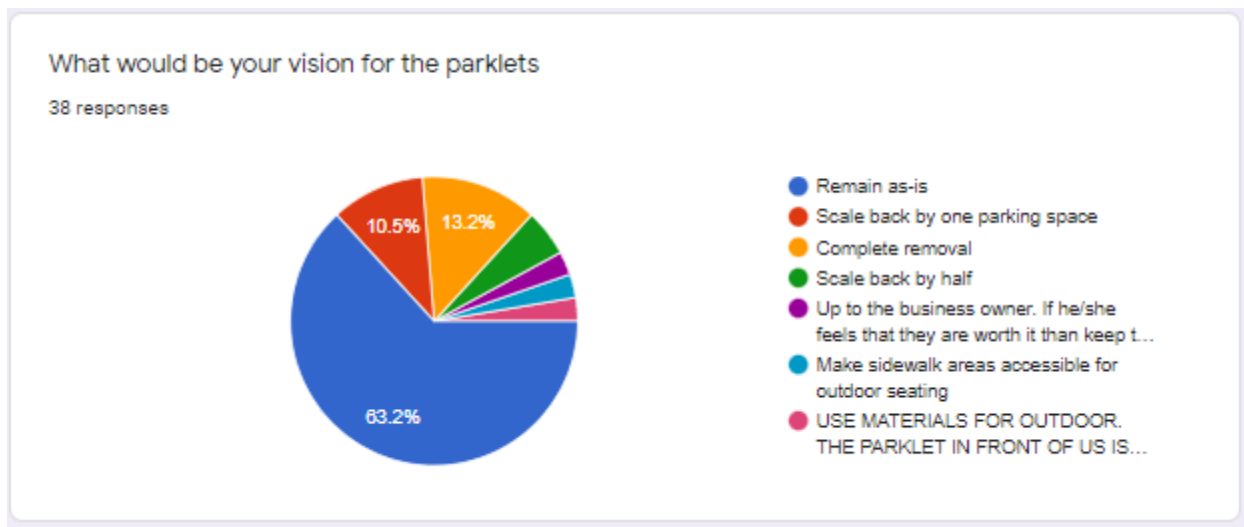


Figure 1: What is your vision for the parklets?

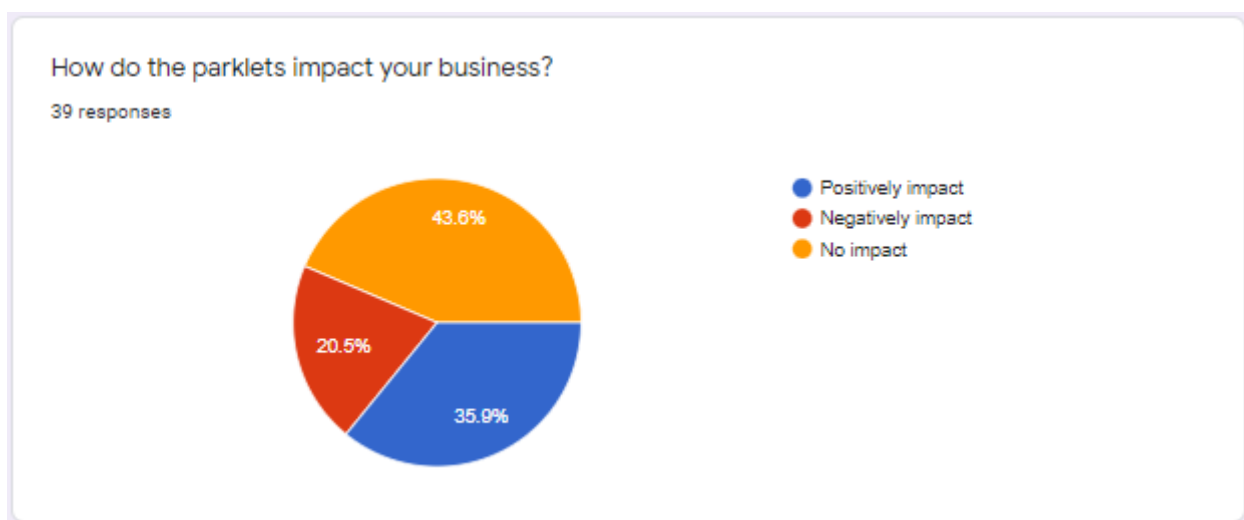


Figure 2: How do the parklets impact your business?

As illustrated in Figure 1, well **over half of Downtown businesses** indicated that they are **in favor of the parklets remaining as-is**. As shown in Figure 2, **~80% of businesses** reported either **no impact or a positive impact to their businesses** (~44% of businesses reported no impact, ~36% reported a positive impact), while ~21% reported a negative impact to their business.

A few areas of concern were identified, including: reduced parking, traffic slowdowns (due to the red flashing lights), cleanliness of the parklets, and homeless issues.

A few positive points were outlined, notably: increased foot traffic in downtown, acknowledgement of the parklets' role in helping permit-holding businesses stay afloat,

being overall valuable asset to have outdoor eating spaces, providing outdoor seating option for customers that are not comfortable with eating indoors.

Original comments from businesses on the abovementioned points can be found in the Annex of this report.

Annex

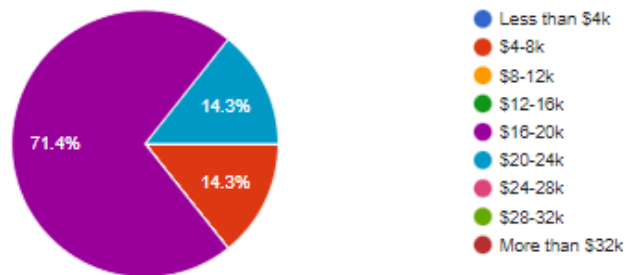
Permit holder business survey: pie chart response overview

Below is a compilation of the original responses from permit-holding business owners.

Funding

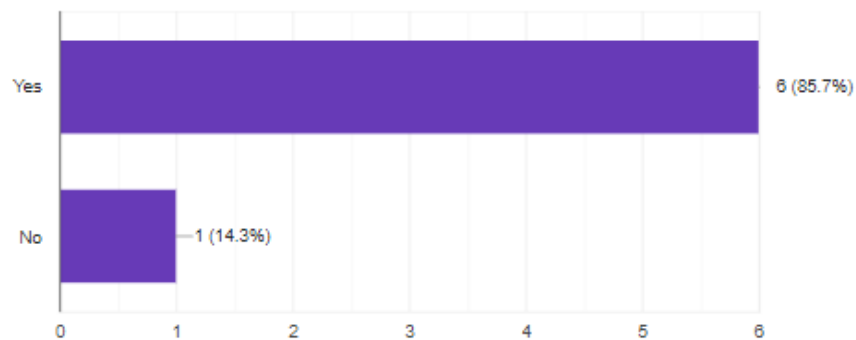
FUNDING - Total cost of parklet (including outside funding)

7 responses



FUNDING - Did you receive City-administered grant funds?

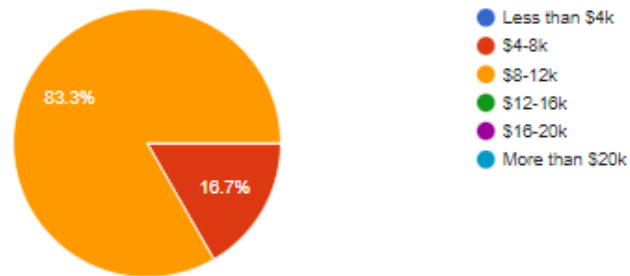
7 responses



FUNDING - If so, how much was your grant award from the City?

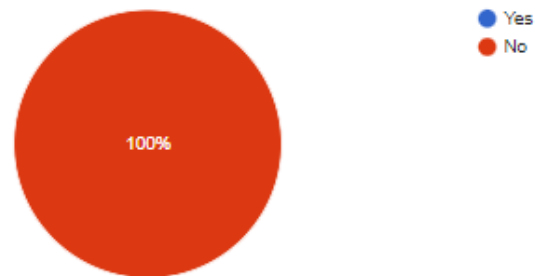


6 responses



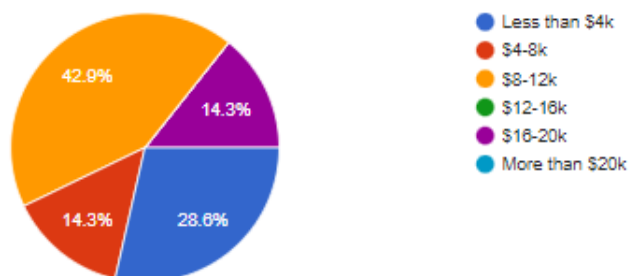
FUNDING - Did you receive any other outside funding for your parklet?

7 responses



FUNDING - Total personal financial investment, not including outside funds

7 responses



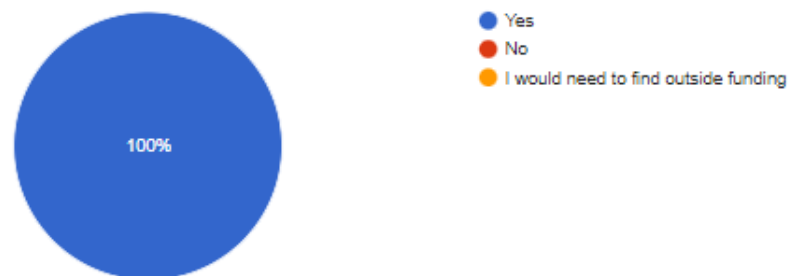
FUNDING - What is the financial feasibility of scaling back a parking space?

7 responses



FUNDING - Would you be willing to continue enhancing your parklet at your own cost?

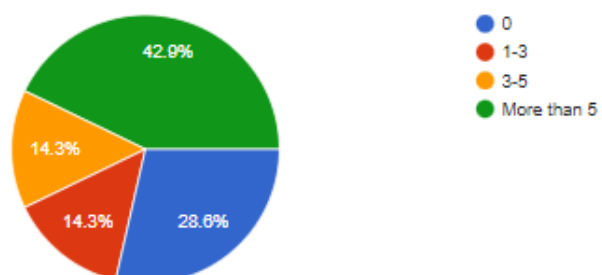
7 responses



Frequency of Use

FREQUENCY OF USE - How many special events have been held at your parklet?

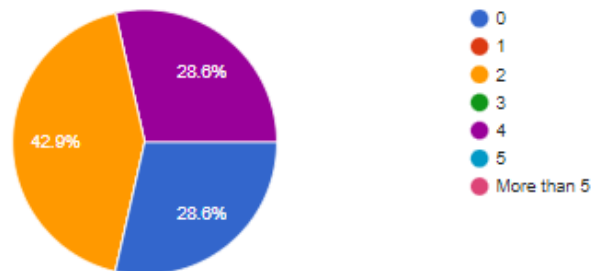
7 responses



Payroll

PERCEPTION - How many new employees have you hired since the launch of of the parklet

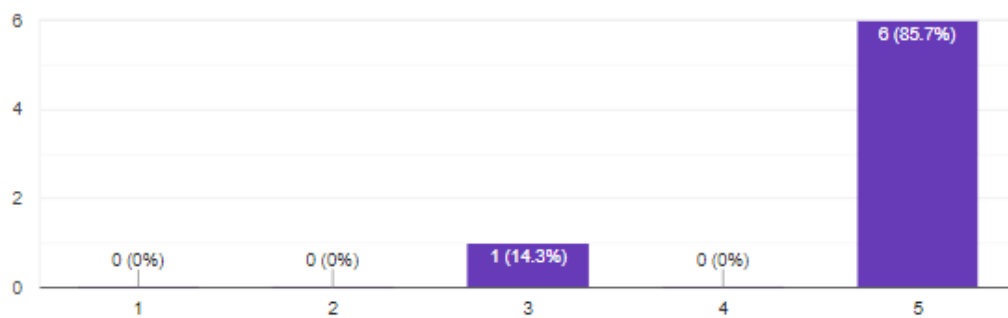
7 responses



Impact on business revenue

RATE - Rate the impact that the parklet has made in driving business.

7 responses



Comments from (non-permit holding) business owners

Below is a compilation of the original responses from non-permit-holding business owners.

Parking

- The parklets seem to drive more walking traffic to DT businesses. DT needs more walking traffic to keep our businesses afloat and thriving. There are several parking lots that can be accessible for customer if they choose.
- We have elderly clientele and parking has been an issue. Parking further away hinders their customer experience, as they have to walk further.
- It's difficult for their customers to find parking. Customers have been complaining about the limited space. They suggest to move it to the sidewalk.
- We see that the lack of parking is an issue but it has always been an issue. People likely will get use to the new parking situation. We generally support the parklets and see more activity DT and linger more.
- Limited parking has negatively affected my business. I often have to redirect customers to other parking areas since there is none in front of my business.
- We don't think that the parklets seem safe, they congest the DT area a bit and limit parking. We would suggest limiting the parklets to one side of the street so that there is enough space for vehicle traffic.
- They have shifted parking into the spaces near other businesses that depend on foot traffic
- Not enough parking now with these parklets
- Downtown is already short on parking and this has made it worse for clients.
- They have shifted parking into the spaces near other businesses that depend on foot traffic
- It has taken up some of our parking space, but overall it hasn't impacted our store much.
- A lot of our clients are drop off only and they have a lot of parking in the city hall parking space so this poses no issue.
- Our clients have an easy time finding parking in our area of DT.

Perception of parklets

- We don't feel like the parklets are ever full.
- It is nice to have some of the parklets.
- It helps the businesses, we also operate the Woodland Soccer club, which has been impacted by covid. It's a great resource for businesses, the restaurants have done a great job maintaining them. An only danger would be if a driver ran into them.
- We have noticed more foot traffic since the introduction of the parklets. Our customers can park in the hotel Woodland parking.

- It promotes more outdoor activity and promotes shopping. I acknowledge that they have invested a good amount of money in them. More people stop and hang out in DT.
- We acknowledge that restaurant owners have invested a lot and they have been through a lot during covid. For now we would vote to keep them because we really haven't seen any apparent negative impact on our business. In the long term, there should be discussion on whether or not to keep them.
- It's hard to assess the impact, we have been closed for several months. For the fall, we like the idea of having them because they could drive foot traffic. It may be too soon to judge if they should be removed or kept. We acknowledge the investment of the business owners. We would vote to have the permit extended.
- We use the House of Shah parklet. It's common for customers to use them, we have helped in maintaining the cleanliness of the last 2 tables.
- We see the benefit in driving foot traffic to DT. We have seen that people come from the parklets to shop in our store.
- It adds an element of coziness to DT. We would suggest eventually improving them to help with the DT aesthetic.
- We think it looks nice and has brought a positive aesthetic to DT. We like the foot traffic and makes it look more occupied, especially as during covid.
- It creates a nice atmosphere in DT and drives people to come and stay in the area and enjoy the restaurants and retail businesses.
- It keeps businesses running and it's useful for our community.
- It seems like it has brought more people walking around downtown, which is good because businesses could get overlooked when driving a car.
- We think it looks nice and has brought a positive aesthetic to DT. We like the foot traffic and makes it look more occupied, especially as during covid.
- We love the parklet idea, we would like some follow through on maintaining them for the general aesthetic of downtown Woodland
- We are generally in support of leaving the parklets since we know that it has made a positive impact on restaurants.
- I have seen very few people actually eating in the parklets. Also, the street dust I sweep up EVERY day must settle on their food. I wonder if they know that.
- I like the way they look downtown
- I think the parklets are cool.
- As we are still navigating through this virus I feel there will be a lot of ups and downs and they should stay put in-case we have to close again
- My sales increased and I am creating more jobs.
- We feel like one of the parklets is excessively long, it covers our storefront. Recently invested money into renovating the storefront so that it would be more visible, and now it's not seen by driving traffic. We were in favor of the parklets when the restaurants were in danger of closing, but now we don't think that they need all of that space.
- We aren't impacted by the parklets. Would recommend that one of the parklets is reduced by one spot.

Traffic

- We see traffic issues at the blinking lights, accidents have almost happened (people almost getting hit while crossing the street).
- We think that once covid is gone, the parklets should be also gone. Traffic has be reduced because of covid so if restaurants are able to sit inside, we should remove the outdoor seating. Parking is an issue. It is however in the best interest of everyone to keep the restaurants open, so we are in agreement to keep them as long as restrictions are in place.
- It has made the intersections a bit unsafe because of the flashing lights and people are impatient.
- We have noticed that it slows downs traffic with the blinking red lights. We have noticed that it backs up traffic a bit.

Attachment 2: 2022 Parklet Program Grant Application



300 1st Street – Woodland, CA - 95695

Citywide Parklet Program Grant Application

For business-to-consumer restaurant / café establishments

Applicant Information

Name of business:
Contact person name:
Contact person email:
Contact person phone:
If selected, the address where grant funds should be mailed:

Business & Employee Information

Is your business a for-profit small business with no more than 20 full-time employees at the start of the pandemic? ☐ Yes ☐ No
I understand and certify that I currently hold the "Parklet Program Permit in order to qualify for this Grant: ☐ Yes ☐ In progress (submitted)
If applicable, how many full-time equivalent employees (FTE) did your business have at the start of the pandemic that worked an average of at least 30 hours per week? _____
<i>Note: Part-time employees can be considered an FTE employee (for example, two part-time employees that work 15 hours per week can be identified as one FTE)</i>

QUESTIONS? WOODLANDECONDEV@GMAIL.COM



300 1st Street – Woodland, CA - 95695

Eligibility

Does the applicant certify that they meet all of the eligibility requirements outlined in the Guidelines document?

☐ **Yes** ☐ **No**

Funding allocation

Program funds must be used on the following (in order of priority). Indicate how funds will be allocated, along with estimated costs:

- ☐ (Re)construct the Parklet to either one or two publicly owned spaces, per discretion of the City.

➔ Estimated cost: _____

- ☐ Installation of wooden, weather-proof, and ADA compliant decking.

➔ Estimated cost: _____

- ☐ ADA compliant tables and seating.

➔ Estimated cost: _____

- ☐ Roofing/weather coverings per approval by the City

➔ Estimated cost: _____

- ☐ Greenery / plants

➔ Estimated cost: _____

- ☐ Heaters, misters

➔ Estimated cost: _____

- ☐ Lighting

➔ Estimated cost: _____

- ☐ Signage and other aesthetic enhancements

➔ Estimated cost: _____



300 1st Street – Woodland, CA - 95695

Below, please write in other funding consideration requests (if not listed above):

Indicate total funding request (adding together above costs - should not exceed \$20,000):

\$ _____

Required Attachments

Applications must contain each of the following attachments:

- ☐ W-9 form
- ☐ City of Woodland business license
- ☐ Payroll / employment records as of January 1, 2022
 - *This is to confirm your status as a qualifying small business*

Application Process

Eligible small businesses can submit completed applications beginning May 18, 2022 and ending July 31, at 5:00 PM.

The City will issue notice of award of funds on a rolling basis, as applications are received, and until funds are exhausted.

See "Guidelines" for full Application Process.

Signature of Applicant

Upon approval, this application becomes a binding contract between the City of Woodland and the applicant named above.



300 1st Street – Woodland, CA - 95695

All the information provided above is accurate. The City may cancel the agreement at any time upon discovery that the information above is inaccurate.

The applicant bears full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.

The applicant shall defend and indemnify the City and its employees from and against any and all claims, costs, and reasonable attorney fees that may arise from activities or events funded by these resources.

Applicant signature:

Date:

Attachment 3: 2022 Program Guidelines



300 1st Street – Woodland, CA - 95695

Parklet Program Grant Guidelines

To support the backbone of our local economy, the City of Woodland will award funding to qualifying Woodland for-profit small business-to-consumer restaurant / café (“food”) establishments with a maximum of 20 full-time employees that wish to build parklets in the public right-of-way through the **Parklet Program** (“the Program”).

Funds are limited, and not every eligible business is guaranteed assistance. See “Selection Process” below for more information.

Grant Funding

Small businesses may apply for a maximum of \$20,000 per parklet structure, regardless of how many businesses it serves, to assist in Parklet (re)construction and enhancements for a maximum of two City-owned parking spaces, as stipulated in the *Parklet Program Permit Application* and its companion document, *Appendix – Rules & Regulations for Parklet Program Permit*. **Applicants encroaching on 2 or fewer parking spaces shall have until October 1, 2022, while applicants encroaching on 3 or fewer parking spaces or applicants building new parklets shall have until November 1 to be in compliance of the Parklet Program’s stipulations and submit necessary invoices and receipts, totaling to at least the award amount.**

A total of roughly \$125,000 is available for allocation. The City hopes to support all qualifying applicants, but funds may be subject to award by criteria depending on the amount of applications (see “Selection Process”).

Overview

The following topics are covered in this document:

- Eligible applicants
- Eligible uses of funds
- Application timeline
- Required application materials
- Selection
- Technical notes and definitions



300 1st Street – Woodland, CA - 95695

Eligibility

Eligible Applicants

- Applicant must be a for-profit small business restaurant, café, or other business-to-consumer food establishment that operates in the city of Woodland with at least one full-time employee (can include the owner) and no more than 20 full-time employees.
- Applicant must have limited, or no outdoor privately-owned seating, and be seeking to encroach onto City parking spaces.
- Applicant must currently hold the Parklet Program Permit, or have submitted an application for consideration.
- Applicants' total calendar year 2021 revenue must be less than \$2 million.

The following businesses are ineligible for this program:

- Businesses that are not business-to-consumer food establishments
- Businesses that have ample privately-owned outdoor seating, per the discretion of the City
- Businesses out of operation
- National franchises and fast-food chains, unless locally owned
- Non-profit entities

Eligible Uses

Program funds must be used on the following (in order of priority):

- (Re)construct the Parklet to either one or two publicly owned spaces, per discretion of the City.
- Installation of wooden, weather-proof, and ADA compliant decking.
- ADA compliant tables and seating.
- Roofing/weather coverings per approval by the City
- Greenery / plants
- Heaters, misters
- Lighting
- Signage and other aesthetic enhancements

Written requests must be submitted to the City for consideration of funding allocation to uses absent from the above list.

Application Process



300 1st Street – Woodland, CA - 95695

Application Timeline

Eligible small businesses can submit completed applications beginning May 18, 2022 and ending on July 31, 2022 at 5:00 PM.

The City will issue notice of award of funds on a rolling basis, as applications are received, and until funds are exhausted.

Required Application Materials

- W-9 form
- City of Woodland business license
- Payroll / employment records as of January 1, 2022

Selection Process

The City hopes to fund all qualifying applicants, but priority will be given to businesses currently encroaching on public right-of-way.

City staff will make all final decisions on program eligibility and any related interpretations necessary to make a decision.

Technical Notes

Applicants must verify the business has experienced hardship due to COVID-19 (see "Required Application Materials").

Full-time employees (FTE) are defined as an employee who works at least an average of 30 hours per week.

Part-time employees can be considered an FTE employee for the purposes of this program (for example, two part-time employees that regularly work 15 hours per week can be identified as one FTE in the program application).

A business is defined as a sole proprietorship, a partnership, a corporation, a limited liability company, or other lawful business entities engaged in for-profit operations.

Applicants must operate out of a physical location within the boundaries of the City of Woodland, which have limited, or no private outdoor use space.

Per discretion of the City, no parklet may exceed two parking spaces in a row, regardless of the businesses it serves.



300 1st Street – Woodland, CA - 95695

Applicant must have an active City of Woodland Business License and must be in good standing with the City and Yolo County in accordance with the following:

- Complies with all applicable zoning, permit, and municipal or County code requirements.
- Not currently involved in litigation with the City or the County.
- Not subject to any liens or judgments by a city or the County related to the business.
- Applicants must be in compliance with all City, County, State, and Federal laws and regulations related to the operation of the business.

If an awardee has an outstanding City utility bill, the City will require that the grant award must **first** cover all outstanding City utility payments and that the business enroll in a utility payment plan.

Applicants who are involved or have been involved in any of the following legal or financial issues are not eligible:

- Applicant has been convicted of a criminal offense relating to the business.
- Applicant or the business is presently involved in bankruptcy or insolvency proceedings relating to the business.
- Applicant or the business is delinquent on any federal taxes, direct or guaranteed federal loans, federal contracts or federal grants relating to the business.
- Applicant or the business is currently suspended or debarred from contracting with the federal government for receiving federal grants or loans.

Attachment 4: 2022 Rules and Regulations (“Appendix 1”)



City of Woodland
Community Development Dept.
300 First St, Woodland CA 95695
(530) 661-5820
www.cityofwoodland.org

Appendix I - Rules & Regulations

Citywide Parklet Program Permit

for restaurant / café establishments

Program validity:
May 2022-November 2024

These Regulations pertain to the “Citywide Parklet Program Permit Application”. The Applicant of this Permit consents to have read and agreed to the stipulations detailed within this document.

The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property requested by the Applicant Business for a parklet. The City reserves the right to terminate any permit at any time due to non-compliance with the requirements outlined in this document and the Application. Additionally, issuance of a permit does not grant a vested right to continue operation of a parklet. The City may decline to renew a permit or terminate the Citywide Parklet Program at any time. Upon notification that a permit will not be renewed by the Applicant Business, or upon notification from the City that a permit will be terminated due to non-compliance, the Applicant Business shall have 30 days to remove the parklet from the premises and restore the road right-of-way to its original condition, at the cost of the Applicant Business. Furthermore, and applicable to all Applicant businesses unless a permit extension has been approved by City Council, at the end of the Citywide Parklet Program's validity on November 1, 2024, the Permittee shall remove the parklet from the premises and restore the road right-of-way to its original condition by 5pm that day, at the cost of the Applicant business.

Within this document:

- “Applicant” means the business-to-consumer restaurant / café (“food”) establishment applying for the permit.
- “Parklet” means a structurally sound outdoor use area within a public parking stall.

The applicant understands and agrees that the permit, once issued, is subject to the following requirements:

- 1) **Encroachment Permit:** As a condition to receipt of a Parklet Program Permit, the Applicant must also secure a long-term encroachment permit in accordance with Chapter 12.08 and specifically Section 12.08.090 of the Woodland Municipal Code. Applications for the Citywide Parklet Program Permit and the long-term encroachment permit may be processed concurrently. Encroachment Permit fees shall be waived by the City.

2) **Insurance:**

- a) Applicant - The Applicant shall maintain in full force and effect, at its sole cost and expense, Commercial General Liability insurance coverage for claims of bodily injury and property damage liability not less than \$1,000,000 for each occurrence. It shall provide the City with an Additional Insured Endorsement and primary and non-contributory endorsement **naming the City of Woodland and its officers, agents and employees as additional insured**, and clearly identifying additional areas of policy coverage including the address and location description (including measurements) of outdoor patio/dining space and/or parklet. The City of Woodland can provide sample language to include within endorsement, as needed.
- b) Contractor – If construction for the parklet is performed by a Contractor, the Contractor shall provide proof of commercial general liability, automobile insurance, and workers compensation insurance (if applicable) to the City in amounts and with policies, endorsements and conditions required by the City for the Services. Please contact the City for these requirements.

3) **Indemnification:** The applicant shall indemnify, protect, defend, save and hold City, its officers, agents, and employees harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of the Business or its officers, employees, volunteers, and agents, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the business or its employees, subcontractors, or agents, or by the quality or character of the Business's work. It is understood that the duty of Business to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code and including attorney's fees. Acceptance by City of insurance certificates and endorsements required under this Permit does not relieve Applicant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply and shall further survive the expiration or termination of this Permit. By execution of this Application, the Applicant Business acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public property requested by the Applicant.

4) **Americans with Disabilities Act (ADA):** The Parklet Area itself must have ADA compliant access and furthermore shall ensure ADA compliance in the immediate adjacent public right-of-way, unless circulation is otherwise rerouted at the discretion and approval of the City. In particular, a minimum four-foot (4'0") wide path of travel must be maintained along all pedestrian walkways from the Parklet to all storefronts, regardless of the width of the sidewalk. This provision additionally applies during the installation/construction phase of the proposed patio/parklet.

5) **Alcohol and Beverage Control (ABC) Regulations:** The Applicant shall comply with all applicable State and County laws and regulations pertaining to outdoor dining/use (including, but not limited to sale and consumption of alcoholic beverages) under this provision. Applicants shall furthermore comply with all applicable California ABC regulations regarding alcohol use for their operations

within extended outdoor space. Applicants are solely responsible for securing a valid ABC license to allow/extend business operations within the Parklet. A Permit does not constitute approval by the ABC or City of alcohol use in the Parklet.

- 6) **Sanitation and social distancing:** While in effect, The Applicant is responsible for adhering to all health and safety standards as outlined by State of California and Yolo County.
- 7) **Waste management:** The Applicant is responsible for maintaining the Parklet Area free of trash and debris at all times. The Applicant is required to provide and install at least one of its own trash receptacles within the designated area and shall be emptied by the Applicant as needed throughout the day. City-owned trash receptacles nearby the Applicant's Parklet Area shall furthermore be monitored for waste associated with business activity and emptied by the Applicant as needed. City staff will be responsible for emptying these trash cans at the normal allotted frequency.
- 8) **Hours of operation:** Unless hours of operation are expressly extended or restricted by the Permit, hours of operation for the Parklet Area shall coincide with normal business hours of operation.
- 9) **Cost:**
 - a) The Applicant shall be responsible for an annual renewal fee to the City of \$500 per parking space. Per discretion of the City, no parklet may exceed two parking spaces in a row, regardless of the businesses it serves. The renewal process, shall include both the renewal fee, as well as a City-conducted review of the parklet structure. The initial application and renewals shall be submitted to the City by September 1st of every year, with prorated monthly fees, as applicable.
 - b) The cost associated with stolen or vandalized items (i.e. tables, chairs, etc.) and / or materials of the Parklet (i.e. roofing, flooring, etc.) shall be borne by the Applicant, and repaired/replaced within **14 days** of written notice from the City. The City is not liable for any stolen or vandalized materials associated with the Parklet, and therefore highly recommends locking all equipment when not in use.
- 10) **Materials, furniture, and decorative elements:** Materials used in association with the Parklet must be durable, load resistant (when relevant), weather treated and weather resistant, and easy to clean. **Applicant must keep area attractive, clean, and be able to easily repair or replace any broken / damaged components at their own cost within 14 days of written notice from the City.**
 - a) Permanent roofing shall not obstruct adjacent business' storefronts and shall be subject to inspection/approval by the City. Shade structures such as umbrellas shall be well anchored so as not to blow into drive aisles or walkways. Shade structures must have a minimum 7' clear height from the sidewalk at all times. Canvas, canvas umbrellas, and pergola wooden or metal structures are permitted. Roofing and shade structures are subject to additional review/approval by the Community Development Department prior to installation.

- b) Round bistro tables, high top seating, or any other tables are permitted given that they are made from metal, weather resistant or treated wood. Wooden tables shall be properly sealed (i.e. wood stain/varnish) to ensure longevity, cleanliness, and attractiveness. Unless authorized by the City of Woodland, indoor tables should not be used for outdoor seating. ADA seating must be ensured.
- c) Electrical wiring running along ground should be avoided, but if necessary, must be secured according to ADA requirements. Power to the parklet must be drawn exclusively from the Applicant's business – the Applicant shall not draw power from City lamp posts.
- d) LED lighting is required for all lighting.
- e) The parklet must have plants or other greenery to improve overall aesthetic. Plant selection and placement is subject to review/approval by the Community Development Department prior to installation. All plants must be maintained in good health by Applicant.
- f) Heaters and misters are subject to review by the City prior to installation.
- g) Temporary signage may be placed at or near the Parklet Area, provided that such signs do not block, impede or otherwise interfere with the roadway or sidewalk and the safe travel of vehicles and pedestrians (compliant with ADA standards). Signage shall be well anchored so as not to blow into the roadway or walkways.
- h) If **encroachment onto sidewalk or parking space extends to a neighboring storefront**, the **Applicant must consult with, and receive written approval from its neighboring businesses and property owner (if different from business owner)**. This written approval is to be submitted by the Applicant to the City, who will re-verify approval with the neighboring business in question.

11) **PARKLET-SPECIFIC REQUIREMENTS:**

a) **General:**

- i) Parklet design must be submitted to the City for consideration before construction. The Applicant must notify the City of renovations, furniture, or additional components that were not part of the original Parklet design for approval (prior to implementation).
- ii) Parklets that partially or fully encroach on adjacent business' storefront must receive written confirmation from the affected business owner and property owner (if different). Failure to obtain written consent from the affected business means that the parklet must not extend past the property line of Applicant business' storefront.
- iii) Parklets are not permitted to occupy any space marked and designated for ADA parking.
- iv) Parklets are not permitted to be installed in areas marked with red curb for no parking near intersections.
- v) Activity outside of the scope of the Applicant's business activity, including but not limited to live or amplified sound within the Parklet area is subject to City approval. Depending on the activity, the activity may also be subject to a Special Events Permit.

b) **Measurements (see diagram):**

- i) Each parking space measures approximately 7'5" wide x 22" long.
- ii) The curb is 5 ½-7 ½" high from the street.
- iii) Vertical barrier elements must be a minimum of 32" high and a maximum of 36" high. Plants and greenery may surpass this height requirement if written consent is given to the Applicant by the City.
- iv) Shade structures must have a minimum 7' clear height from the sidewalk at all times.

- v) The Parklet may extend past the parking stalls and encroach onto sidewalk if a minimum clear 4-foot ADA-compliant path is maintained between the use space and the storefront.

c) **Base/Platform Requirements:**

- i) The Parklet base should be a freestanding structural foundation that rests on the street surface and should be able to withstand 100 lbs. per square foot at a minimum. If the base is to be permanently attached to the street, curb, or adjacent planting strip, the applicant must first obtain written confirmation from the City.
- ii) Wood decking (pressure treated/weather resistant wood), or other ADA compliant decking, per the written approval of the City, shall be used as the Parklet's base. It shall be properly sealed (i.e. wood stain/varnish) to ensure longevity, cleanliness, and attractiveness.. Routine staining/treating of wooden decking is required of applicant at its own cost.
- iii) The applicant must be able to **allow access to underground utilities beneath the parklet within 24 hours**, at the cost of the Applicant business. It is therefore strongly recommended for the Parklet to be built in easily removable sections.
- iv) Gutters must remain free of obstruction, must maintain proper gutter flow and must be kept clean by applicant, including parking spaces immediately adjacent to parklet. Screens shall be added to the ends of the Parklet gutter zones to reduce the amount of debris entering the gutter. The side of the base along the street side should be elevated at least ½ from the pavement to allow rainwater to flow underneath the base to the gutters. It is recommended that parklet design allow for ease of access to gutter beneath the parklet base for debris removal. The City shall conduct periodic gutter checks. If debris is detected, the Applicant business shall have 24 hours to clear the debris/obstructions.
- v) No more than a maximum horizontal gap of ½ inch and maximum vertical height discrepancy of ¼ inch between the curb and the base is allowed.

d) **Perimeter/Enclosure Requirements**

- i) K-rails along with other safety buffers, such as heavy planters or filled wine barrels that can withstand a minimum of 200 lbs. of horizontal force must be placed along the sides of the Parklet that are exposed to vehicle traffic and/or parking.
- ii) K-rails may be provided by the City upon request. If provided, the applicant shall agree to assume all maintenance for the k-rail units and must replace if gone missing or irreparable. In particular, the Applicant must be able to have easy access to the k-rails in order to refill them with water (as water levels diminish over time).
- iii) The Parklet must have a continuous perimeter enclosing the k-rails within its design along the perpendicular and parallel edges to the street. The enclosure shall be placed in a manner to ensure small children and/or pets cannot enter the adjacent travel way, and k-rails must be completely enclosed so that they are out of sight from all angles.
- iv) Damages, including dented or broken perimeter walls or roofing must be replaced or repaired at the cost of the Applicant, within **14 days of written notice from the City**.
- v) Plexiglas or other barriers shall not be installed unless written consent is given by both the City and any business owner (if visibility to said business owner's storefront could be hindered).
- vi) The Parklet's design shall be created such that a wheel stop can be installed along the sides perpendicular to traffic. Wheel stop shall be installed by City, at its discretion. If installed, the wheel stop shall be placed on the end mark/tee of its immediate adjacent parking

- stall. A clear distance of 4 feet shall be provided from the wheel stop's placement to the nearest point of the Parklet.
- vii) The Parklet's barrier must have retroreflective elements such vertical delineators or applied retroreflective tape to ensure visibility facing the street.
 - viii) Appropriate LED lighting, such as string lights, shall be provided in the parklet during business hours and furthermore remain illuminated throughout the night for safety. Lighting must be connected to a timer.
 - ix) Roofing must be pre-approved by the City before installation.

12) Overview of prohibited activity within outdoor use space (unless otherwise approved in writing by City):

- a) Consumption of alcohol except in compliance with a valid ABC license
- b) Advertising from outside vendors
- c) Amplified sound (ambient background music allowed)
- d) Smoking
- e) Storage of food trays or carts
- f) Gas or diesel generators

Figure 1: Parklet setup

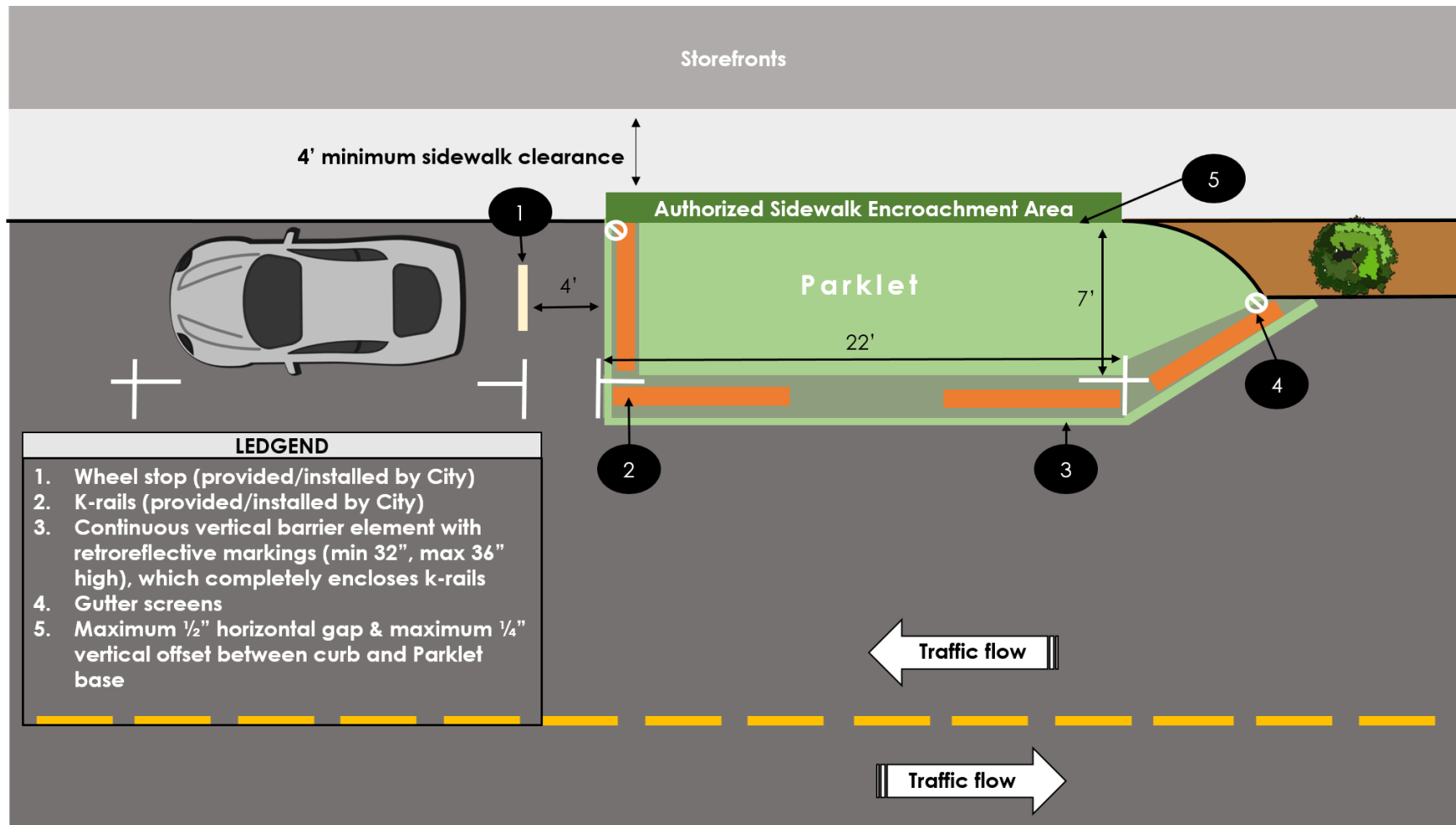
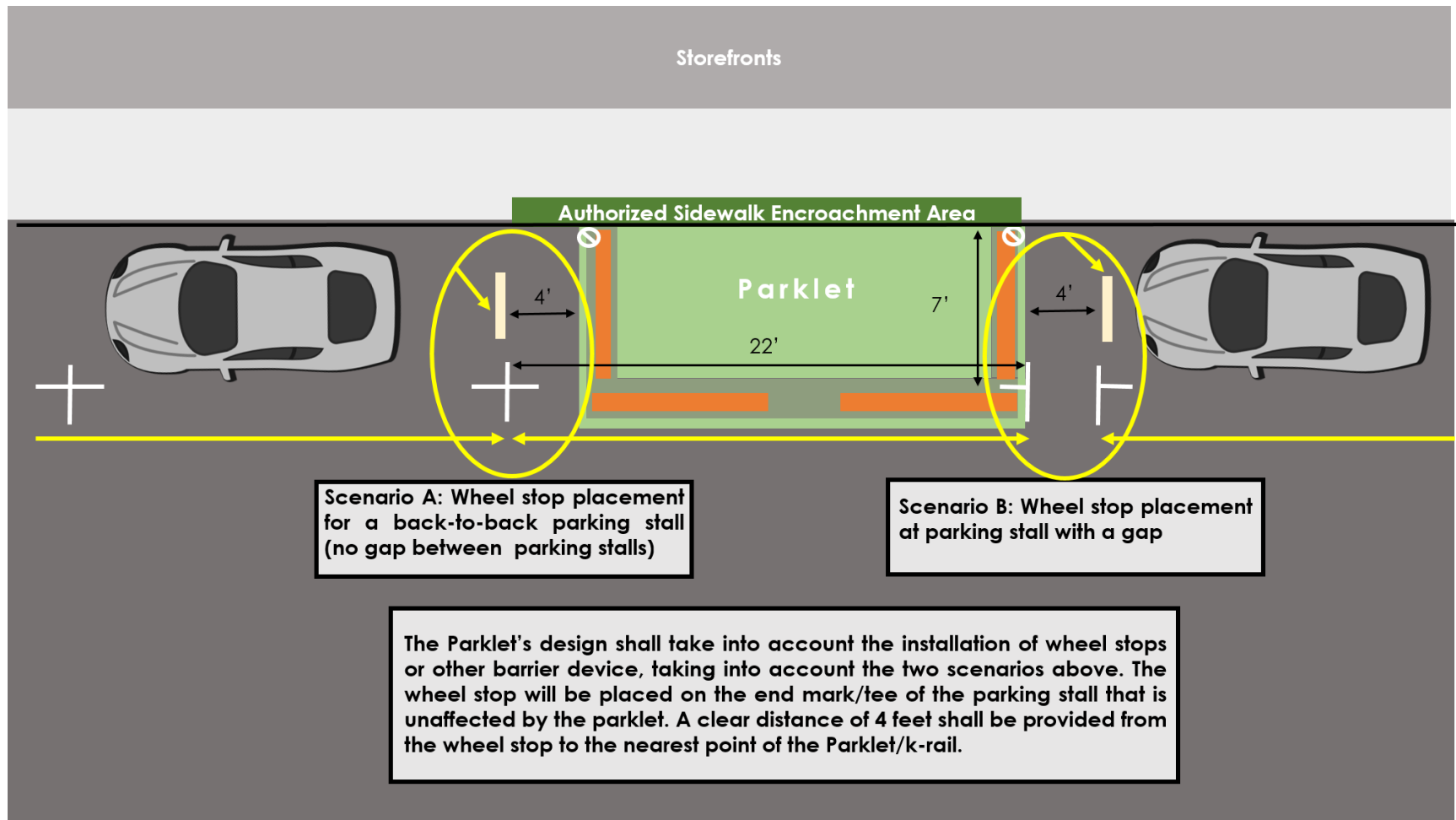


Figure 2: Wheel stop guidance



**Attachment 5: July 1, 2025, City of Woodland Parklet Program
Update Staff Report to City Council**
[insert following July 1 meeting]

**Attachment 6: July 1, 2025, Resolution of the Woodland City
Council Extending and Updating the Parklet Program for Two
Years**

[insert following July 1 meeting]

Attachment 7: 2025 Parklet Program Permit Renewal Application
[insert following July 1 meeting]

Attachment 8: 2025 Modified Rules and Regulations
("Appendix 1")
[insert following July 1 meeting]

Yolo County Civil Grand Jury

An Investigation of Parklets on Main Street in Woodland



“The road to success is dotted with many tempting parking spaces.” - Will Rogers

SUMMARY

The Yolo County Civil Grand Jury (Grand Jury) completed an investigation of the parklets, small outdoor structures, located on Main Street in Woodland. The investigation focused on the purpose, effectiveness, oversight, and sustainability of the Citywide

Parklet Program, as well as stakeholder experiences with the program. This report was investigated based on a public concern.

ACRONYMS/GLOSSARY

Parklet – A small outdoor structure that converts one or more parking spaces into public seating or dining areas.

Citywide Parklet Program – A City of Woodland initiative allowing businesses to use public parking spaces for outdoor dining.

City Council – The legislative body governing the City of Woodland.

BACKGROUND

During the pandemic, The City of Woodland implemented a Citywide Parklet Program to support local restaurants and cafés by allowing them to expand their outdoor seating into public parking spaces. Eligible businesses can utilize up to two city-owned parking spaces for their parklets, subject to an annual review and a fee of \$500 per parking space. The permit for these parklets was valid until November 1, 2024, unless terminated earlier or extended by the City Council.

To assist small businesses in constructing or enhancing these parklets, the City offers a grant program. Qualifying establishments with a maximum of 20 full-time employees can apply for up to \$20,000 per parklet structure. The total funding available for this initiative is approximately \$125,000, and applications are considered on a first-come, first-served basis until the deadline of July 31 each year.

APPROACH

- Reviewed publicly available documents, including City Council meeting minutes, City of Woodland Parklet Program materials, and city budget reports.

- Interviewed a sample of downtown business owners, city staff, and community members (no individual identified, per PC §929).
- Conducted two site visits to downtown Woodland to inspect current parklet installations.
- Read minutes of City Council meeting on the topic of outdoor business expansions and renewal of the parklet program.

DISCUSSION

1. Program Purpose and Community Impact

- The parklet initiative was initially launched in response to COVID-19 restrictions but has since evolved into a broader economic development tool.
- Several business owners reported increased customer traffic due to expanded seating, especially during warm months.
- Public reaction has been mixed; while some residents enjoy the vibrancy of downtown, others express concern about reduced parking availability and aesthetics.

2. Design and Safety Concerns

- Parklet structures must meet uniform design or safety standards. Some lack sufficient barriers or accessibility features.
- The City has issued general guidelines but has not consistently enforced them.

3. Equity and Access to Grants

- Some small businesses noted challenges in applying for or receiving grants, citing burdensome paperwork or lack of awareness.
- There were reports of disparities in access, with larger or more connected businesses appearing to benefit disproportionately.

4. Oversight and Long-Term Viability

- The City currently conducts annual reviews, but no mid-year checks are required.
- Long-term funding and management responsibilities remain unclear, especially if the grant funds are exhausted.

FINDINGS

F1: The parklet program has provided meaningful economic support to participating businesses on Main Street.

F2: The lack of uniform design and safety standards among parklets poses potential liability risks and detracts from downtown aesthetics.

F3: Smaller and less-resourced businesses may struggle to access grant funding or comply with application requirements.

F4: The current oversight mechanisms are insufficient to ensure ongoing compliance and safety.

F5: Public feedback about reduced parking has not been formally addressed in city planning discussions.

RECOMMENDATIONS

R1: The City of Woodland should standardize design and safety requirements for all parklets and conduct regular inspections. *(Relates to F2, F4)*

R2: The City should streamline the grant application process and offer technical assistance to ensure equitable access for all small businesses. *(Relates to F3)*

R3: The City Council should consider conducting a public parking impact assessment before renewing or expanding the parklet program. *(Relates to F5)*

R4: The City should establish a mid-year compliance review in addition to the annual review of parklet permits. *(Relates to F4)*

R5: The City should consider extending the grant program or identifying alternative funding sources to support long-term sustainability. *(Relates to F1, F3)*

COMMENDATION

The City of Woodland is to be commended for launching an innovative program that helped local businesses remain open and thrive during challenging economic times.

REQUIRED RESPONSES

From the following individuals:

- City Manager: F1, F2, F3, F4, F5 / R1, R2, R3, R4, R5
- Community Development Director: F2, F3, F4 / R1, R2, R4

From the following governing bodies:

- Woodland City Council: F1, F2, F5 / R1, R3, R5

INVITED RESPONSES

- Economic Development Manager: F3 / R2, R5
- Downtown Business Association Leadership: F1, F3