



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

January 20, 2026
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation (Sec. 54956.9)
Name of Case: Mark Baker v. City of Woodland (Yolo County Superior Court Case No. CV 2025-3624)
2. Conference with Labor Negotiators (Gov. Code §54957.6)
Agency Designated Representative: City Manager and Director of Administrative Services
Employee Organizations: Woodland Mid-Management Professional Association, Woodland City Employees Association, Woodland Police Mid-Management Unit, Woodland Police Officers' Association, Woodland Police Supervisors Association, Woodland Fire Mid-Management Association, and Woodland Professional Firefighters Association.

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

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

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait

to make their comments until that item is considered. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.gov. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

3. SUBJECT: General Public Comments

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

4. SUBJECT: Long Range Calendar

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

H. PRESENTATIONS

5. SUBJECT: Dr. Martin Luther King Jr. Student Essay, Poetry, and Visual Art Contest Winners.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council acknowledge the 2026 Dr. Martin Luther King Jr. Student Essay, Poetry, and Visual Art Contest Winners.

I. CONSENT CALENDAR

6. SUBJECT: Salary Schedule - January 1, 2026

RECOMMENDATION FOR ACTION: Staff recommends the City Council approve the City of Woodland Salary Schedule effective January 1, 2026.

7. SUBJECT: Approval of Increase in Contract Amount for Fire Fleet Maintenance and Repair Services.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. ____, approving an increase to the Riverview International contract for fire fleet and repair services in an amount not to exceed \$100,000.00, increasing the total contract value to \$200,000.00, to ensure continued safe and reliable operation of the Fire Department apparatus.

8. SUBJECT: FY25 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant Award Acceptance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

adopt Resolution No. ____ to:

- (1) Accept the FY25 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$90,000;
- (2) Appropriate \$90,000 in reimbursable grant funding into the State Grant Fund (Fund 1325) and;
- (3) Augment the existing Police department budget in Fund 1325 by \$90,000.

9. SUBJECT: Approve the Plans, Specifications, and Bid Authorization for 2026 Water & Sewer Replacement Project, CIP 25-01

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, 1) Appropriating \$3,655,966 from the Water Enterprise Fund, Fund 2210; 2) Appropriating \$800,000 from the Sewer Enterprise Fund, Fund 2220; 3) Approving the Project plans and specifications; and 4) Authorizing bid advertisement for the 2026 Water & Sewer Replacement Project, CIP 25-01.

10. SUBJECT: Authorization of Appropriations for the Replacement of Collections Division Vehicle 2-002

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ authorizing the following actions:

1. Appropriate \$29,656 from the Sewer Fund (2220) Reserve Balance, for transfer to the Equipment Replacement Fund (2012);
2. Appropriate \$67,600 from the Equipment Replacement Fund (2012) to fully fund the total vehicle purchase price; and
3. Authorize the City Manager, or designee, to execute all necessary purchasing documents, agreements, and budget transfers required to complete the vehicle acquisition in accordance with City policies and procedures.

11. SUBJECT: Authorize the City Manager to enter a contract regarding Police radios to comply with City of Woodland Purchasing Code §3.32.40

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to authorize the City Manager to enter into a contract for goods and services with Motorola Solutions, Inc. and their Manufacturing Representative, Sutter-Buttes Communication, not to exceed \$500,000.

12. SUBJECT: City Council Meeting Minutes of December 9, 2025 and December 16, 2025.

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt the minutes of the Joint Special and Regular City Council/Woodland Finance Authority Meetings of December 8 and 16, 2025.

13. SUBJECT: 2026 Affordable Housing Bond

RECOMMENDATION FOR ACTION: Staff recommends that the City Council authorize staff to send letters of support for AB 736 and SB 417, the parallel bills to place an affordable housing bond measure before voters in June 2026.

J. REPORTS OF THE CITY MANAGER

14. SUBJECT: Approve Lease Agreement between the City of Woodland and Woodland Soccer Club.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ approving the Lease Agreement between the City of Woodland and Woodland Soccer Club regarding the use of City Property.

15. SUBJECT: Introduce and Waive the First Reading of an Ordinance Revising Sections within Chapter 9.48, "Camping within City Limits," to Title 9 of the Woodland Municipal Code.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 9.48, "Camping within City Limits," to Title 9 of the Woodland Municipal Code.

16. SUBJECT: Introduce and Waive the First Reading of an Ordinance Revising Sections within Chapter 9.12, "Regulation of Shopping Carts" to Title 9 of the Woodland Municipal Code.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 9.12, "Regulation of Shopping Carts," to Title 9 of the Woodland Municipal Code.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/ Woodland Finance Authority of the City of Woodland scheduled for January 20, 2026 was posted on January 16, 2026 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Marissa Kersey
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: January 20, 2026
ITEM #: F.3
SUBJECT: General Public Comments

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: January 20, 2026
ITEM #: G.4
SUBJECT: Long Range Calendar

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



Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

CITY COUNCIL LONG RANGE CALENDAR

January 31st **SPECIAL MEETING (Community & Senior Center)**
City Council Strategic Goal Setting / Study Session

February 3rd **REGULAR MEETING**

Closed Session – Sprayfield Property Lease
Approve Declaration of Surplus Property - Former Well Site on W. Court Street
Public Works Semiannual Report
Second Reading of Camping Ordinance Update
Second Reading of Shopping Cart Ordinance Update
Acceptance of the Affordable Housing and Sustainable Community Grant – Tupelo Project
Purchase a Collections Division CCTV Van – Budget Appropriation Request
Cemetery Fee Increase for Standard Grave
Sewer and Water Rate Study Presentations
New Fire Station RFP

February 17th **REGULAR MEETING**

Approve Kamstrup Water Meter Purchase for the Water Meter Replacement Project CIP 22-03
Library Eave and Roof Replacement Project - Approve Plans and Authorize Bid
Fire Department Semiannual Report
Police Department Semiannual Report
Auto Dealer Incentive Program
Yolo Active Transportation Corridors Project Presentation
2025-26 City Council Priority Goals and Strategic Plan Update

March 3rd **REGULAR MEETING**

YoloTD Short Range Transit Plan Presentation
FY26 Midyear Budget Presentation
Elkhorn Fire District – MOU with Yolo County

March 17th **REGULAR MEETING**

Yolo County Animal Services Presentation

Future Topics / Study Sessions:

City Solar Arrays – Madison Energy PPA Buyout (TBD) Sewer and Water Rate – 218 Hearing (TBD) Urban Limit Line Amendment FEIR and General Plan Amendment (TBD)

Updated 1/15/2026



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: H.5
SUBJECT: Dr. Martin Luther King Jr. Student Essay, Poetry, and Visual Art Contest Winners

Recommendation for Action: Staff recommends that the City Council acknowledge the winners of the 2026 Dr. Martin Luther King Jr. Student Essay, Poetry, and Visual Art Contest.

Staff Contact:

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

Discussion:

In November, the City launched a student essay, poetry, and visual art contest to honor Dr. Martin Luther King Jr. This year's theme is "Unity in Action: Building a Better Tomorrow," which encouraged students to reflect on the values championed by Dr. King and explore ways to demonstrate those principles in their daily lives. This contest helps continue to inspire creativity, reflection, and civic engagement among our youth.

Woodland Joint Unified School District assisted in the outreach to area students to encourage them to participate in the contest. Divisions for the contest were: Grades K-2, Grades 3-5, Grades 6-8, and Grades 9-12. Entries were received from various schools in Woodland including: Spring Lake Elementary, Zamora Elementary, Douglass Middle School, Woodland High School, Pioneer High School, and Woodland Christian Middle School and High School. The winners were invited to be acknowledged at the January 20, 2026, City Council meeting.

Conclusion:

Staff recommends that the City Council acknowledge the winners of the 2026 Dr. Martin Luther King Jr. Student Essay, Poetry, and Visual Art Contest.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Ferrara, Community Services Director



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: I.6
SUBJECT: Approval of the Salary Schedule Effective January 1, 2026

Recommendation for Action: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective January 1, 2026.

Staff Contact:

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

Fiscal Impact:

The action to approve the salary schedule has no direct fiscal impact. Relevant salaries were calculated and assumed in the Fiscal Year 2025/2026 budget.

Background:

The California Public Employees' Retirement System (CalPERS) requires that the City Council adopt and approve the salary schedule on a quarterly basis, and this staff report serves to meet the CalPERS requirements for the quarter effective January 1, 2026.

Discussion:

The salary schedule is consistent with current employee contracts and with the approved Memorandums of Understanding (MOUs) with various employee bargaining groups in the City.

Changes effective January 1, 2026, are related to general cost of living adjustments included in the MOUs of the following groups:

- Woodland Police Officers' Association - 1% increase
- Woodland Police Supervisors' Association - 1% increase
- Police Mid-Management Association - 2% increase
- Mid-Management Professionals Association - 4% increase
- Woodland City Employees' Association - 1% increase

Additionally, California's statewide minimum wage increased from \$16.50 per hour to \$16.90 per hour effective January 1, 2026. As a result, the salary schedule now reflects an increase in the hourly income rates for the following temporary/part-time positions: Activity Leader I, Activity Leader II, Activity Manager, Library Page, Makerspace Support Staff, and Swim Instructor's Aide.

Conclusion:

Staff recommends the City Council approve the City of Woodland Salary Schedule effective January 1, 2026.

Prepared by: Rachael Smith, Human Resources Manager

Reviewed by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Salary Schedule - January 1 2026



CITY OF WOODLAND - SALARY SCHEDULE

Effective January 1, 2026

REGULAR FULL-TIME EMPLOYEES - BIWEEKLY/MONTHLY SALARY

CLASSIFICATION	GRADE	GROUP	Period	1	2	3	4	5	6	7	8
ACCOUNTANT I**	M116	MMPA	Bi-Weekly	\$2,742.51	\$2,879.63	\$3,023.61	\$3,174.79	\$3,333.53	\$3,500.21	-	-
			Monthly	\$5,942.10	\$6,239.20	\$6,551.16	\$6,878.72	\$7,222.65	\$7,583.79	-	-
ACCOUNTANT II	M120	MMPA	Bi-Weekly	\$3,027.21	\$3,178.57	\$3,337.50	\$3,504.38	\$3,679.60	\$3,863.58	-	-
			Monthly	\$6,558.96	\$6,886.91	\$7,231.25	\$7,592.82	\$7,972.46	\$8,371.08	-	-
ACCOUNTING TECHNICIAN**	G45	WCEA	Bi-Weekly	\$2,386.72	\$2,506.06	\$2,631.36	\$2,762.93	\$2,901.08	\$3,046.13	-	-
			Monthly	\$5,171.23	\$5,429.80	\$5,701.29	\$5,986.35	\$6,285.67	\$6,599.95	-	-
ADMIN SERVICES DIRECTOR	116	MGMT	Bi-Weekly	\$6,228.23	-	-	-	\$7,996.15	-	-	-
			Monthly	\$13,494.50	-	-	-	\$17,325.00	-	-	-
ADMINISTRATIVE CLERK I	G28	WCEA	Bi-Weekly	\$1,568.54	\$1,646.97	\$1,729.32	\$1,815.78	\$1,906.57	\$2,001.90	-	-
			Monthly	\$3,398.51	\$3,568.43	\$3,746.86	\$3,934.20	\$4,130.91	\$4,337.45	-	-
ADMINISTRATIVE CLERK II	G32	WCEA	Bi-Weekly	\$1,731.38	\$1,817.95	\$1,908.84	\$2,004.29	\$2,104.50	\$2,209.73	-	-
			Monthly	\$3,751.32	\$3,938.88	\$4,135.83	\$4,342.62	\$4,559.75	\$4,787.74	-	-
ADMINISTRATIVE CLERK III	G36	WCEA	Bi-Weekly	\$1,911.12	\$2,006.67	\$2,107.01	\$2,212.36	\$2,322.97	\$2,439.12	-	-
			Monthly	\$4,140.75	\$4,347.79	\$4,565.18	\$4,793.44	\$5,033.11	\$5,284.77	-	-
ADMINISTRATIVE SECRETARY	G42	WCEA	Bi-Weekly	\$2,216.31	\$2,327.13	\$2,443.48	\$2,565.66	\$2,693.94	\$2,828.64	-	-
			Monthly	\$4,802.00	\$5,042.10	\$5,294.21	\$5,558.92	\$5,836.87	\$6,128.71	-	-
ADMINISTRATIVE SUPERVISOR	G47	WCEA	Bi-Weekly	\$2,507.55	\$2,632.93	\$2,764.58	\$2,902.80	\$3,047.94	\$3,200.34	-	-
			Monthly	\$5,433.03	\$5,704.68	\$5,989.91	\$6,289.41	\$6,603.88	\$6,934.07	-	-
ASSISTANT ENGINEER**	M125	MMPA	Bi-Weekly	\$3,425.01	\$3,596.26	\$3,776.08	\$3,964.88	\$4,163.13	\$4,371.28	-	-
			Monthly	\$7,420.86	\$7,791.91	\$8,181.50	\$8,590.58	\$9,020.11	\$9,471.11	-	-
ASSISTANT PLANNER	M118	MMPA	Bi-Weekly	\$2,881.34	\$3,025.41	\$3,176.68	\$3,335.52	\$3,502.29	\$3,677.41	-	-
			Monthly	\$6,242.91	\$6,555.06	\$6,882.81	\$7,226.95	\$7,588.30	\$7,967.72	-	-
ASSOCIATE CIVIL ENGINEER**	M131	MMPA	Bi-Weekly	\$3,971.97	\$4,170.56	\$4,379.09	\$4,598.05	\$4,827.95	\$5,069.35	-	-
			Monthly	\$8,605.93	\$9,036.22	\$9,488.03	\$9,962.44	\$10,460.56	\$10,983.58	-	-
ASSOCIATE ENGINEER	M127	MMPA	Bi-Weekly	\$3,598.41	\$3,778.33	\$3,967.24	\$4,165.60	\$4,373.88	\$4,592.58	-	-
			Monthly	\$7,796.54	\$8,186.37	\$8,595.69	\$9,025.48	\$9,476.75	\$9,950.58	-	-
ASSOCIATE PLANNER**	M124	MMPA	Bi-Weekly	\$3,341.48	\$3,508.55	\$3,683.98	\$3,868.18	\$4,061.59	\$4,264.66	-	-
			Monthly	\$7,239.87	\$7,601.86	\$7,981.95	\$8,381.05	\$8,800.10	\$9,240.11	-	-
BUILDING INSPECTOR I	G49	WCEA	Bi-Weekly	\$2,634.50	\$2,766.22	\$2,904.53	\$3,049.76	\$3,202.25	\$3,362.36	-	-
			Monthly	\$5,708.07	\$5,993.48	\$6,293.15	\$6,607.81	\$6,938.20	\$7,285.11	-	-
BUILDING INSPECTOR II	G53	WCEA	Bi-Weekly	\$2,907.99	\$3,053.39	\$3,206.06	\$3,366.36	\$3,534.68	\$3,711.41	-	-
			Monthly	\$6,300.65	\$6,615.68	\$6,946.46	\$7,293.79	\$7,658.47	\$8,041.40	-	-
BUS ENGAGE/RSRCE CONS PROG MGR**	M124	MMPA	Bi-Weekly	\$3,341.48	\$3,508.55	\$3,683.98	\$3,868.18	\$4,061.59	\$4,264.66	-	-
			Monthly	\$7,239.87	\$7,601.86	\$7,981.95	\$8,381.05	\$8,800.10	\$9,240.11	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective January 1, 2026

CDD DEPUTY DIRECTOR	120	MGMT	Bi-Weekly	\$5,294.62	-	-	-	\$6,788.46	-	-	-
			Monthly	\$11,471.67	-	-	-	\$14,708.33	-	-	-
CHIEF BUILDING OFFICIAL	M140	MMPA	Bi-Weekly	\$4,960.44	\$5,208.46	\$5,468.89	\$5,742.33	\$6,029.45	\$6,330.92	-	-
			Monthly	\$10,747.62	\$11,285.00	\$11,849.25	\$12,441.72	\$13,063.80	\$13,716.99	-	-
CHIEF COLLECTION SYSTEM OPER	M132	MMPA	Bi-Weekly	\$4,071.27	\$4,274.83	\$4,488.57	\$4,713.00	\$4,948.65	\$5,196.08	-	-
			Monthly	\$8,821.07	\$9,262.13	\$9,725.23	\$10,211.50	\$10,722.07	\$11,258.17	-	-
CHIEF INFORMATION OFFICER	M142	MMPA	Bi-Weekly	\$5,211.56	\$5,472.14	\$5,745.75	\$6,033.04	\$6,334.69	\$6,651.42	-	-
			Monthly	\$11,291.72	\$11,856.31	\$12,449.12	\$13,071.58	\$13,725.16	\$14,411.41	-	-
CHIEF WATER SYSTEM OPERATOR**	M132	MMPA	Bi-Weekly	\$4,071.27	\$4,274.83	\$4,488.57	\$4,713.00	\$4,948.65	\$5,196.08	-	-
			Monthly	\$8,821.07	\$9,262.13	\$9,725.23	\$10,211.50	\$10,722.07	\$11,258.17	-	-
CIRCULATION SUPERVISOR	G37	WCEA	Bi-Weekly	\$1,958.90	\$2,056.84	\$2,159.68	\$2,267.67	\$2,381.05	\$2,500.10	-	-
			Monthly	\$4,244.27	\$4,456.49	\$4,679.31	\$4,913.28	\$5,158.94	\$5,416.89	-	-
CITY CLERK	125	MGMT	Bi-Weekly	\$4,804.62	-	-	-	\$6,130.38	-	-	-
			Monthly	\$10,410.00	-	-	-	\$13,282.50	-	-	-
CITY COUNCIL	110	CNCL	Bi-Weekly	\$115.38	-	-	-	-	-	-	-
			Monthly	\$250.00	-	-	-	-	-	-	-
CITY ENGINEER**	M145	MMPA	Bi-Weekly	\$5,612.28	\$5,892.90	\$6,187.54	\$6,496.92	\$6,821.77	\$7,162.85	-	-
			Monthly	\$12,159.95	\$12,767.95	\$13,406.34	\$14,076.66	\$14,780.49	\$15,519.52	-	-
CITY MANAGER	101	CM	Bi-Weekly	\$12,033.05	-	-	-	-	-	-	-
			Monthly	\$26,071.62	-	-	-	-	-	-	-
CODE COMPLIANCE OFFICER I	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
CODE COMPLIANCE OFFICER II	G50	WCEA	Bi-Weekly	\$2,700.36	\$2,835.38	\$2,977.15	\$3,126.00	\$3,282.30	\$3,446.42	-	-
			Monthly	\$5,850.78	\$6,143.32	\$6,450.48	\$6,773.01	\$7,111.66	\$7,467.24	-	-
COMM & STRATEGIC POLICY MGR	M134	MMPA	Bi-Weekly	\$4,277.37	\$4,491.24	\$4,715.80	\$4,951.59	\$5,199.17	\$5,459.13	-	-
			Monthly	\$9,267.64	\$9,731.02	\$10,217.57	\$10,728.45	\$11,264.88	\$11,828.12	-	-
COMM RISK REDUCTION SPEC I	185A	WPFA	Bi-Weekly	\$2,547.85	\$2,675.37	\$2,809.13	\$2,949.59	\$3,097.06	-	-	-
			Monthly	\$5,520.35	\$5,796.64	\$6,086.45	\$6,390.78	\$6,710.29	-	-	-
COMM RISK REDUCTION SPEC II	185B	WPFA	Bi-Weekly	\$2,739.79	\$2,876.78	\$3,020.62	\$3,171.65	\$3,330.24	-	-	-
			Monthly	\$5,936.20	\$6,233.03	\$6,544.68	\$6,871.91	\$7,215.52	-	-	-
COMMUNITY DEVELOPMENT CLERK I	G32	WCEA	Bi-Weekly	\$1,731.38	\$1,817.95	\$1,908.84	\$2,004.29	\$2,104.50	\$2,209.73	-	-
			Monthly	\$3,751.32	\$3,938.88	\$4,135.83	\$4,342.62	\$4,559.75	\$4,787.74	-	-
COMMUNITY DEVELOPMENT CLERK II	G37	WCEA	Bi-Weekly	\$1,958.90	\$2,056.84	\$2,159.68	\$2,267.67	\$2,381.05	\$2,500.10	-	-
			Monthly	\$4,244.27	\$4,456.49	\$4,679.31	\$4,913.28	\$5,158.94	\$5,416.89	-	-
COMMUNITY DEVELOPMENT DIRECTOR	119	MGMT	Bi-Weekly	\$6,228.23	-	-	-	\$7,996.15	-	-	-
			Monthly	\$13,494.50	-	-	-	\$17,325.00	-	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective January 1, 2026

COMMUNITY DEVELOPMENT TECH I	G42	WCEA	Bi-Weekly	\$2,216.31	\$2,327.13	\$2,443.48	\$2,565.66	\$2,693.94	\$2,828.64	-	-
			Monthly	\$4,802.00	\$5,042.10	\$5,294.21	\$5,558.92	\$5,836.87	\$6,128.71	-	-
COMMUNITY DEVELOPMENT TECH II	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
COMMUNITY ENHANCEMENT SPEC	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
COMMUNITY SERVICES DIRECTOR	122	MGMT	Bi-Weekly	\$6,228.23	-	-	-	\$7,996.15	-	-	-
			Monthly	\$13,494.50	-	-	-	\$17,325.00	-	-	-
COMMUNITY SERVICES OFFICER	228	WPOA	Bi-Weekly	\$2,226.24	\$2,337.56	\$2,454.43	\$2,577.16	\$2,706.01	\$2,841.32	-	-
			Monthly	\$4,823.53	\$5,064.71	\$5,317.94	\$5,583.84	\$5,863.03	\$6,156.18	-	-
COMMUNITY SVCS PROGRAM MGR	M125	MMPA	Bi-Weekly	\$3,425.01	\$3,596.26	\$3,776.08	\$3,964.88	\$4,163.13	\$4,371.28	-	-
			Monthly	\$7,420.86	\$7,791.91	\$8,181.50	\$8,590.58	\$9,020.11	\$9,471.11	-	-
CONSERVATION COORDINATOR	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
CONTRUCTION PROJECT MANAGER**	M129	MMPA	Bi-Weekly	\$3,780.57	\$3,969.60	\$4,168.08	\$4,376.49	\$4,595.31	\$4,825.08	-	-
			Monthly	\$8,191.24	\$8,600.81	\$9,030.85	\$9,482.39	\$9,956.51	\$10,454.33	-	-
CRIME PREVENTION SPECIALIST	231	WPOA	Bi-Weekly	\$2,226.24	\$2,337.56	\$2,454.43	\$2,577.16	\$2,706.01	\$2,841.32	-	-
			Monthly	\$4,823.53	\$5,064.71	\$5,317.94	\$5,583.84	\$5,863.03	\$6,156.18	-	-
DATA SERVICES MANAGER	M136	MMPA	Bi-Weekly	\$4,493.91	\$4,718.61	\$4,954.54	\$5,202.27	\$5,462.38	\$5,735.50	-	-
			Monthly	\$9,736.82	\$10,223.66	\$10,734.84	\$11,271.58	\$11,835.16	\$12,426.92	-	-
DEPUTY FIRE CHIEF**	162	FMMA	Bi-Weekly	\$5,710.39	\$5,995.91	\$6,295.70	\$6,610.48	\$6,997.49	-	-	-
			Monthly	\$12,372.51	\$12,991.13	\$13,640.69	\$14,322.71	\$15,161.24	-	-	-
DEPUTY POLICE CHIEF	205	PMMA	Bi-Weekly	\$5,775.87	\$6,064.67	\$6,367.89	\$6,686.30	\$7,020.61	\$7,371.64	\$7,740.22	\$8,127.23
			Monthly	\$12,514.38	\$13,140.12	\$13,797.10	\$14,486.97	\$15,211.32	\$15,971.89	\$16,770.48	\$17,609.00
DEPUTY PW DIRECTOR - UTILITIES	138	MGMT	Bi-Weekly	\$5,294.62	-	-	-	\$6,788.46	-	-	-
			Monthly	\$11,471.67	-	-	-	\$14,708.33	-	-	-
ELECTRICAL/SIGNS & MARK SUPER	M134	MMPA	Bi-Weekly	\$4,277.37	\$4,491.24	\$4,715.80	\$4,951.59	\$5,199.17	\$5,459.13	-	-
			Monthly	\$9,267.64	\$9,731.02	\$10,217.57	\$10,728.45	\$11,264.88	\$11,828.12	-	-
ELECTRICIAN'S ASSISTANT	G43	WCEA	Bi-Weekly	\$2,271.72	\$2,385.30	\$2,504.57	\$2,629.80	\$2,761.29	\$2,899.35	-	-
			Monthly	\$4,922.05	\$5,168.16	\$5,426.56	\$5,697.89	\$5,982.79	\$6,281.93	-	-
ENGINEERING AIDE I**	G33	WCEA	Bi-Weekly	\$1,774.66	\$1,863.40	\$1,956.56	\$2,054.39	\$2,157.11	\$2,264.97	-	-
			Monthly	\$3,845.10	\$4,037.36	\$4,239.22	\$4,451.18	\$4,673.74	\$4,907.43	-	-
ENGINEERING AIDE II**	G37	WCEA	Bi-Weekly	\$1,958.90	\$2,056.84	\$2,159.68	\$2,267.67	\$2,381.05	\$2,500.10	-	-
			Monthly	\$4,244.27	\$4,456.49	\$4,679.31	\$4,913.28	\$5,158.94	\$5,416.89	-	-
ENGINEERING ASSISTANT	G56	WCEA	Bi-Weekly	\$3,131.59	\$3,288.17	\$3,452.57	\$3,625.20	\$3,806.46	\$3,996.79	-	-
			Monthly	\$6,785.11	\$7,124.36	\$7,480.58	\$7,854.61	\$8,247.34	\$8,659.70	-	-



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ENGINEERING TECH I	G44	WCEA	Bi-Weekly	\$2,328.51	\$2,444.94	\$2,567.18	\$2,695.54	\$2,830.32	\$2,971.83	-	-
			Monthly	\$5,045.11	\$5,297.36	\$5,562.23	\$5,840.34	\$6,132.36	\$6,438.98	-	-
ENGINEERING TECH II	G48	WCEA	Bi-Weekly	\$2,570.24	\$2,698.75	\$2,833.69	\$2,975.37	\$3,124.14	\$3,280.35	-	-
			Monthly	\$5,568.85	\$5,847.30	\$6,139.66	\$6,446.64	\$6,768.98	\$7,107.43	-	-
ENGINEERING TECH III	G52	WCEA	Bi-Weekly	\$2,837.06	\$2,978.92	\$3,127.86	\$3,284.26	\$3,448.47	\$3,620.89	-	-
			Monthly	\$6,146.97	\$6,454.32	\$6,777.04	\$7,115.89	\$7,471.68	\$7,845.27	-	-
ENV COMPLIANCE INSPECTOR I**	G39	WCEA	Bi-Weekly	\$2,058.06	\$2,160.97	\$2,269.02	\$2,382.47	\$2,501.59	\$2,626.67	-	-
			Monthly	\$4,459.14	\$4,682.10	\$4,916.20	\$5,162.01	\$5,420.11	\$5,691.12	-	-
ENV COMPLIANCE INSPECTOR II	G43	WCEA	Bi-Weekly	\$2,271.72	\$2,385.30	\$2,504.57	\$2,629.80	\$2,761.29	\$2,899.35	-	-
			Monthly	\$4,922.05	\$5,168.16	\$5,426.56	\$5,697.89	\$5,982.79	\$6,281.93	-	-
ENV COMPLIANCE SPECIALIST	G49	WCEA	Bi-Weekly	\$2,634.50	\$2,766.22	\$2,904.53	\$3,049.76	\$3,202.25	\$3,362.36	-	-
			Monthly	\$5,708.07	\$5,993.48	\$6,293.15	\$6,607.81	\$6,938.20	\$7,285.11	-	-
ENV RESOURCES ANALYST**	M127	MMPA	Bi-Weekly	\$3,598.41	\$3,778.33	\$3,967.24	\$4,165.60	\$4,373.88	\$4,592.58	-	-
			Monthly	\$7,796.54	\$8,186.37	\$8,595.69	\$9,025.48	\$9,476.75	\$9,950.58	-	-
EQUIPMENT MECHANIC HEAVY	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
EQUIPMENT MECHANIC LIGHT	G41	WCEA	Bi-Weekly	\$2,162.25	\$2,270.37	\$2,383.88	\$2,503.08	\$2,628.23	\$2,759.64	-	-
			Monthly	\$4,684.88	\$4,919.13	\$5,165.08	\$5,423.34	\$5,694.50	\$5,979.23	-	-
EQUIPMENT MECHANIC SENIOR	G50	WCEA	Bi-Weekly	\$2,700.36	\$2,835.38	\$2,977.15	\$3,126.00	\$3,282.30	\$3,446.42	-	-
			Monthly	\$5,850.78	\$6,143.32	\$6,450.48	\$6,773.01	\$7,111.66	\$7,467.24	-	-
EQUIPMENT SERVICE CLERK	G32	WCEA	Bi-Weekly	\$1,731.38	\$1,817.95	\$1,908.84	\$2,004.29	\$2,104.50	\$2,209.73	-	-
			Monthly	\$3,751.32	\$3,938.88	\$4,135.83	\$4,342.62	\$4,559.75	\$4,787.74	-	-
EQUIPMENT SERVICE WORKER**	G34	WCEA	Bi-Weekly	\$1,819.03	\$1,909.98	\$2,005.48	\$2,105.75	\$2,211.04	\$2,321.59	-	-
			Monthly	\$3,941.23	\$4,138.29	\$4,345.20	\$4,562.46	\$4,790.59	\$5,030.12	-	-
EXECUTIVE ASSISTANT**	G49	WCEA	Bi-Weekly	\$2,634.50	\$2,766.22	\$2,904.53	\$3,049.76	\$3,202.25	\$3,362.36	-	-
			Monthly	\$5,708.07	\$5,993.48	\$6,293.15	\$6,607.81	\$6,938.20	\$7,285.11	-	-
EXECUTIVE ASST TO CM	G50	WCEA	Bi-Weekly	\$2,700.36	\$2,835.38	\$2,977.15	\$3,126.00	\$3,282.30	\$3,446.42	-	-
			Monthly	\$5,850.78	\$6,143.32	\$6,450.48	\$6,773.01	\$7,111.66	\$7,467.24	-	-
FACILITY MAINT WORKER III	G45	WCEA	Bi-Weekly	\$2,386.72	\$2,506.06	\$2,631.36	\$2,762.93	\$2,901.08	\$3,046.13	-	-
			Monthly	\$5,171.23	\$5,429.80	\$5,701.29	\$5,986.35	\$6,285.67	\$6,599.95	-	-
FACILITY MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,864.50	\$1,957.73	\$2,055.62	\$2,158.40	\$2,266.32	\$2,379.63	-	-
			Monthly	\$4,039.76	\$4,241.75	\$4,453.84	\$4,676.53	\$4,910.35	\$5,155.87	-	-
FACILITY MAINTENANCE WORKER II	G41	WCEA	Bi-Weekly	\$2,162.25	\$2,270.37	\$2,383.88	\$2,503.08	\$2,628.23	\$2,759.64	-	-
			Monthly	\$4,684.88	\$4,919.13	\$5,165.08	\$5,423.34	\$5,694.50	\$5,979.23	-	-
FINANCE CLERK I	G32	WCEA	Bi-Weekly	\$1,731.38	\$1,817.95	\$1,908.84	\$2,004.29	\$2,104.50	\$2,209.73	-	-
			Monthly	\$3,751.32	\$3,938.88	\$4,135.83	\$4,342.62	\$4,559.75	\$4,787.74	-	-



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FINANCE CLERK II	G37	WCEA	Bi-Weekly	\$1,958.90	\$2,056.84	\$2,159.68	\$2,267.67	\$2,381.05	\$2,500.10	-	-
			Monthly	\$4,244.27	\$4,456.49	\$4,679.31	\$4,913.28	\$5,158.94	\$5,416.89	-	-
FINANCE OFFICER	M141	MMPA	Bi-Weekly	\$5,084.45	\$5,338.67	\$5,605.61	\$5,885.89	\$6,180.18	\$6,489.19	-	-
			Monthly	\$11,016.31	\$11,567.13	\$12,145.48	\$12,752.76	\$13,390.40	\$14,059.92	-	-
FINANCE SPECIALIST	G41	WCEA	Bi-Weekly	\$2,162.25	\$2,270.37	\$2,383.88	\$2,503.08	\$2,628.23	\$2,759.64	-	-
			Monthly	\$4,684.88	\$4,919.13	\$5,165.08	\$5,423.34	\$5,694.50	\$5,979.23	-	-
FINANCE SUPERVISOR	G54	WCEA	Bi-Weekly	\$2,980.69	\$3,129.72	\$3,286.21	\$3,450.52	\$3,623.05	\$3,804.20	-	-
			Monthly	\$6,458.16	\$6,781.07	\$7,120.12	\$7,476.13	\$7,849.94	\$8,242.43	-	-
FINANCIAL SERVICES MANAGER**	M136	MMPA	Bi-Weekly	\$4,493.91	\$4,718.61	\$4,954.54	\$5,202.27	\$5,462.38	\$5,735.50	-	-
			Monthly	\$9,736.82	\$10,223.66	\$10,734.84	\$11,271.58	\$11,835.16	\$12,426.92	-	-
FIRE BATTALION CHIEF-REG	152	FMMA	Bi-Weekly	\$5,005.97	\$5,256.26	\$5,519.07	\$5,795.03	\$6,084.78	-	-	-
			Monthly	\$10,846.26	\$11,388.56	\$11,957.99	\$12,555.90	\$13,183.69	-	-	-
FIRE CAPTAIN BASE ONLY	178	WPFA	Bi-Weekly	\$4,038.79	\$4,240.72	\$4,452.75	\$4,675.41	\$4,909.17	-	-	-
			Monthly	\$8,750.71	\$9,188.23	\$9,647.63	\$10,130.05	\$10,636.53	-	-	-
FIRE CHIEF	128	MGMT	Bi-Weekly	\$6,275.77	-	-	-	\$8,461.54	-	-	-
			Monthly	\$13,597.50	-	-	-	\$18,333.34	-	-	-
FIRE ENGINEER BASE ONLY	175	WPFA	Bi-Weekly	\$3,505.24	\$3,680.49	\$3,864.52	\$4,057.75	\$4,260.62	-	-	-
			Monthly	\$7,594.68	\$7,974.39	\$8,373.13	\$8,791.80	\$9,231.34	-	-	-
FIRE MARSHAL	165	FMMA	Bi-Weekly	\$5,005.96	\$5,256.26	\$5,519.07	\$5,795.03	\$6,084.78	-	-	-
			Monthly	\$10,846.26	\$11,388.56	\$11,957.99	\$12,555.90	\$13,183.69	-	-	-
FIREFIGHTER BASE ONLY	172	WPFA	Bi-Weekly	\$3,088.55	\$3,242.98	\$3,405.12	\$3,575.39	\$3,754.15	-	-	-
			Monthly	\$6,691.85	\$7,026.46	\$7,377.76	\$7,746.67	\$8,133.98	-	-	-
FIREFIGHTER RECRUIT BASE	182	WPFA	Bi-Weekly	\$2,779.70	-	-	-	-	-	-	-
			Monthly	\$6,022.68	-	-	-	-	-	-	-
FLEET & FACILITIES MANAGER	M131	MMPA	Bi-Weekly	\$3,971.97	\$4,170.56	\$4,379.09	\$4,598.05	\$4,827.95	\$5,069.35	-	-
			Monthly	\$8,605.93	\$9,036.22	\$9,488.03	\$9,962.44	\$10,460.56	\$10,983.58	-	-
GIS ANALYST**	G62	WCEA	Bi-Weekly	\$3,631.68	\$3,813.27	\$4,003.93	\$4,204.12	\$4,414.33	\$4,635.05	-	-
			Monthly	\$7,868.64	\$8,262.07	\$8,675.18	\$9,108.94	\$9,564.38	\$10,042.60	-	-
GIS COORDINATOR	M131	MMPA	Bi-Weekly	\$3,971.97	\$4,170.56	\$4,379.09	\$4,598.05	\$4,827.95	\$5,069.35	-	-
			Monthly	\$8,605.93	\$9,036.22	\$9,488.03	\$9,962.44	\$10,460.56	\$10,983.58	-	-
GIS TECHNICIAN I	G49	WCEA	Bi-Weekly	\$2,634.50	\$2,766.22	\$2,904.53	\$3,049.76	\$3,202.25	\$3,362.36	-	-
			Monthly	\$5,708.07	\$5,993.48	\$6,293.15	\$6,607.81	\$6,938.20	\$7,285.11	-	-
GIS TECHNICIAN II	G53	WCEA	Bi-Weekly	\$2,907.99	\$3,053.39	\$3,206.06	\$3,366.36	\$3,534.68	\$3,711.41	-	-
			Monthly	\$6,300.65	\$6,615.68	\$6,946.46	\$7,293.79	\$7,658.47	\$8,041.40	-	-
HOUSING ANALYST I	M120	MMPA	Bi-Weekly	\$3,027.21	\$3,178.57	\$3,337.50	\$3,504.38	\$3,679.60	\$3,863.58	-	-
			Monthly	\$6,558.96	\$6,886.91	\$7,231.25	\$7,592.82	\$7,972.46	\$8,371.08	-	-



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HOUSING ANALYST II	M124	MMPA	Bi-Weekly	\$3,341.48	\$3,508.55	\$3,683.98	\$3,868.18	\$4,061.59	\$4,264.66	-	-
			Monthly	\$7,239.87	\$7,601.86	\$7,981.95	\$8,381.05	\$8,800.10	\$9,240.11	-	-
HUMAN RESOURCES ANALYST I	M121	MMPA	Bi-Weekly	\$3,102.89	\$3,258.04	\$3,420.94	\$3,591.99	\$3,771.59	\$3,960.16	-	-
			Monthly	\$6,722.94	\$7,059.08	\$7,412.04	\$7,782.64	\$8,171.77	\$8,580.36	-	-
HUMAN RESOURCES ANALYST II	M126	MMPA	Bi-Weekly	\$3,510.64	\$3,686.17	\$3,870.48	\$4,064.00	\$4,267.20	\$4,480.56	-	-
			Monthly	\$7,606.38	\$7,986.70	\$8,386.04	\$8,805.34	\$9,245.61	\$9,707.89	-	-
HUMAN RESOURCES CLERK	G39	WCEA	Bi-Weekly	\$2,058.06	\$2,160.97	\$2,269.02	\$2,382.47	\$2,501.59	\$2,626.67	-	-
			Monthly	\$4,459.14	\$4,682.10	\$4,916.20	\$5,162.01	\$5,420.11	\$5,691.12	-	-
HUMAN RESOURCES MANAGER	M140	MMPA	Bi-Weekly	\$4,960.44	\$5,208.46	\$5,468.89	\$5,742.33	\$6,029.45	\$6,330.92	-	-
			Monthly	\$10,747.62	\$11,285.00	\$11,849.25	\$12,441.72	\$13,063.80	\$13,716.99	-	-
HUMAN RESOURCES TECH I**	G45	WCEA	Bi-Weekly	\$2,386.72	\$2,506.06	\$2,631.36	\$2,762.93	\$2,901.08	\$3,046.13	-	-
			Monthly	\$5,171.23	\$5,429.80	\$5,701.29	\$5,986.35	\$6,285.67	\$6,599.95	-	-
HUMAN RESOURCES TECH II**	G50	WCEA	Bi-Weekly	\$2,700.36	\$2,835.38	\$2,977.15	\$3,126.00	\$3,282.30	\$3,446.42	-	-
			Monthly	\$5,850.78	\$6,143.32	\$6,450.48	\$6,773.01	\$7,111.66	\$7,467.24	-	-
IND ELECTRICAL/ELECT TECH	G58	WCEA	Bi-Weekly	\$3,290.12	\$3,454.63	\$3,627.36	\$3,808.73	\$3,999.17	\$4,199.12	-	-
			Monthly	\$7,128.60	\$7,485.03	\$7,859.28	\$8,252.25	\$8,664.86	\$9,098.10	-	-
INFORMATION SYSTEMS TECH I	G48	WCEA	Bi-Weekly	\$2,570.24	\$2,698.75	\$2,833.69	\$2,975.37	\$3,124.14	\$3,280.35	-	-
			Monthly	\$5,568.85	\$5,847.30	\$6,139.66	\$6,446.64	\$6,768.98	\$7,107.43	-	-
INFORMATION SYSTEMS TECH II	G52	WCEA	Bi-Weekly	\$2,837.06	\$2,978.92	\$3,127.86	\$3,284.26	\$3,448.47	\$3,620.89	-	-
			Monthly	\$6,146.97	\$6,454.32	\$6,777.04	\$7,115.89	\$7,471.68	\$7,845.27	-	-
JUNIOR ENGINEER**	M121	MMPA	Bi-Weekly	\$3,102.89	\$3,258.04	\$3,420.94	\$3,591.99	\$3,771.59	\$3,960.16	-	-
			Monthly	\$6,722.94	\$7,059.08	\$7,412.04	\$7,782.64	\$8,171.77	\$8,580.36	-	-
JUNIOR PLANNER**	M113	MMPA	Bi-Weekly	\$2,546.69	\$2,674.02	\$2,807.72	\$2,948.11	\$3,095.52	\$3,250.29	-	-
			Monthly	\$5,517.83	\$5,793.72	\$6,083.40	\$6,387.57	\$6,706.95	\$7,042.30	-	-
LAB SUPERVISOR	M127	MMPA	Bi-Weekly	\$3,598.41	\$3,778.33	\$3,967.24	\$4,165.60	\$4,373.88	\$4,592.58	-	-
			Monthly	\$7,796.54	\$8,186.37	\$8,595.69	\$9,025.48	\$9,476.75	\$9,950.58	-	-
LABORATORY TECHNICIAN I	G43	WCEA	Bi-Weekly	\$2,271.72	\$2,385.30	\$2,504.57	\$2,629.80	\$2,761.29	\$2,899.35	-	-
			Monthly	\$4,922.05	\$5,168.16	\$5,426.56	\$5,697.89	\$5,982.79	\$6,281.93	-	-
LABORATORY TECHNICIAN II	G47	WCEA	Bi-Weekly	\$2,507.55	\$2,632.93	\$2,764.58	\$2,902.80	\$3,047.94	\$3,200.34	-	-
			Monthly	\$5,433.03	\$5,704.68	\$5,989.91	\$6,289.41	\$6,603.88	\$6,934.07	-	-
LIBRARY PROGRAM MANAGER I	M122	MMPA	Bi-Weekly	\$3,180.47	\$3,339.49	\$3,506.46	\$3,681.79	\$3,865.88	\$4,059.17	-	-
			Monthly	\$6,891.01	\$7,235.56	\$7,597.34	\$7,977.21	\$8,376.07	\$8,794.87	-	-
LIBRARY PROGRAM MANAGER II	M125	MMPA	Bi-Weekly	\$3,425.01	\$3,596.26	\$3,776.08	\$3,964.88	\$4,163.13	\$4,371.28	-	-
			Monthly	\$7,420.86	\$7,791.91	\$8,181.50	\$8,590.58	\$9,020.11	\$9,471.11	-	-
LIBRARY SERVICES DIRECTOR	131	MGMT	Bi-Weekly	\$4,804.62	-	-	-	\$6,130.38	-	-	-
			Monthly	\$10,410.00	-	-	-	\$13,282.50	-	-	-



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LIBRARY TECH ASSISTANT I	G29	WCEA	Bi-Weekly	\$1,607.76	\$1,688.14	\$1,772.55	\$1,861.18	\$1,954.24	\$2,051.95	-	-
			Monthly	\$3,483.47	\$3,657.64	\$3,840.53	\$4,032.55	\$4,234.18	\$4,445.89	-	-
LIBRARY TECH ASSISTANT II	G33	WCEA	Bi-Weekly	\$1,774.66	\$1,863.40	\$1,956.56	\$2,054.39	\$2,157.11	\$2,264.97	-	-
			Monthly	\$3,845.10	\$4,037.36	\$4,239.22	\$4,451.18	\$4,673.74	\$4,907.43	-	-
LITERACY COORDINATOR**	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
MAINTENANCE SUPERVISOR	G53	WCEA	Bi-Weekly	\$2,907.99	\$3,053.39	\$3,206.06	\$3,366.36	\$3,534.68	\$3,711.41	-	-
			Monthly	\$6,300.65	\$6,615.68	\$6,946.46	\$7,293.79	\$7,658.47	\$8,041.40	-	-
MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,864.50	\$1,957.73	\$2,055.62	\$2,158.40	\$2,266.32	\$2,379.63	-	-
			Monthly	\$4,039.76	\$4,241.75	\$4,453.84	\$4,676.53	\$4,910.35	\$5,155.87	-	-
MAINTENANCE WORKER II	G40	WCEA	Bi-Weekly	\$2,109.52	\$2,214.99	\$2,325.74	\$2,442.03	\$2,564.13	\$2,692.34	-	-
			Monthly	\$4,570.62	\$4,799.15	\$5,039.11	\$5,291.06	\$5,555.61	\$5,833.39	-	-
MAINTENANCE WORKER III	G44	WCEA	Bi-Weekly	\$2,328.51	\$2,444.94	\$2,567.18	\$2,695.54	\$2,830.32	\$2,971.83	-	-
			Monthly	\$5,045.11	\$5,297.36	\$5,562.23	\$5,840.34	\$6,132.36	\$6,438.98	-	-
MANAGEMENT ANALYST I	M120	MMPA	Bi-Weekly	\$3,027.21	\$3,178.57	\$3,337.50	\$3,504.38	\$3,679.60	\$3,863.58	-	-
			Monthly	\$6,558.96	\$6,886.91	\$7,231.25	\$7,592.82	\$7,972.46	\$8,371.08	-	-
MANAGEMENT ANALYST II	M125	MMPA	Bi-Weekly	\$3,425.01	\$3,596.26	\$3,776.08	\$3,964.88	\$4,163.13	\$4,371.28	-	-
			Monthly	\$7,420.86	\$7,791.91	\$8,181.50	\$8,590.58	\$9,020.11	\$9,471.11	-	-
MARKTNG & BUS RELATIONS SPEC	M118	MMPA	Bi-Weekly	\$2,881.34	\$3,025.41	\$3,176.68	\$3,335.52	\$3,502.29	\$3,677.41	-	-
			Monthly	\$6,242.91	\$6,555.06	\$6,882.81	\$7,226.95	\$7,588.30	\$7,967.72	-	-
PARK MAINTENANCE WORKER I	G35	WCEA	Bi-Weekly	\$1,864.50	\$1,957.73	\$2,055.62	\$2,158.40	\$2,266.32	\$2,379.63	-	-
			Monthly	\$4,039.76	\$4,241.75	\$4,453.84	\$4,676.53	\$4,910.35	\$5,155.87	-	-
PARK MAINTENANCE WORKER II	G39	WCEA	Bi-Weekly	\$2,058.06	\$2,160.97	\$2,269.02	\$2,382.47	\$2,501.59	\$2,626.67	-	-
			Monthly	\$4,459.14	\$4,682.10	\$4,916.20	\$5,162.01	\$5,420.11	\$5,691.12	-	-
PARK MAINTENANCE WORKER III**	G43	WCEA	Bi-Weekly	\$2,271.72	\$2,385.30	\$2,504.57	\$2,629.80	\$2,761.29	\$2,899.35	-	-
			Monthly	\$4,922.05	\$5,168.16	\$5,426.56	\$5,697.89	\$5,982.79	\$6,281.93	-	-
PARK SUPERINTENDENT	M132	MMPA	Bi-Weekly	\$4,071.27	\$4,274.83	\$4,488.57	\$4,713.00	\$4,948.65	\$5,196.08	-	-
			Monthly	\$8,821.07	\$9,262.13	\$9,725.23	\$10,211.50	\$10,722.07	\$11,258.17	-	-
PARK SUPERVISOR	G51	WCEA	Bi-Weekly	\$2,767.87	\$2,906.26	\$3,051.57	\$3,204.15	\$3,364.36	\$3,532.58	-	-
			Monthly	\$5,997.05	\$6,296.90	\$6,611.74	\$6,942.33	\$7,289.45	\$7,653.92	-	-
POLICE CHIEF	134	MGMT	Bi-Weekly	\$7,734.16	-	-	-	\$10,176.52	-	-	-
			Monthly	\$16,757.34	-	-	-	\$22,049.13	-	-	-
POLICE CRIME & INTEL ANALYST**	212	WPSA	Bi-Weekly	\$2,854.05	\$2,996.76	\$3,146.59	\$3,303.92	\$3,469.12	-	-	-
			Monthly	\$6,183.78	\$6,492.97	\$6,817.62	\$7,158.50	\$7,516.43	-	-	-
POLICE LIEUTENANT	202	PMMA	Bi-Weekly	\$5,255.13	\$5,517.87	\$5,793.76	\$6,083.46	\$6,387.62	\$6,707.02	\$7,042.37	\$7,394.49
			Monthly	\$11,386.11	\$11,955.38	\$12,553.16	\$13,180.83	\$13,839.85	\$14,531.87	\$15,258.46	\$16,021.39



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POLICE OFFICER RECRUIT	222	WPOA	Bi-Weekly	\$3,043.96	-	-	-	-	-	-	-
			Monthly	\$6,595.25	-	-	-	-	-	-	-
POLICE OFFICER-BASE ONLY	225	WPOA	Bi-Weekly	\$3,382.18	\$3,551.29	\$3,728.86	\$3,915.30	\$4,111.06	\$4,316.62	\$4,532.45	-
			Monthly	\$7,328.06	\$7,694.46	\$8,079.19	\$8,483.15	\$8,907.30	\$9,352.67	\$9,820.30	-
POLICE RECORDS SPECIALIST	234A	WPOA	Bi-Weekly	\$1,975.99	\$2,074.79	\$2,178.53	\$2,287.46	\$2,401.83	-	-	-
			Monthly	\$4,281.32	\$4,495.38	\$4,720.15	\$4,956.16	\$5,203.97	-	-	-
POLICE RECORDS SUPERVISOR	215	WPSA	Bi-Weekly	\$2,677.30	\$2,811.16	\$2,951.72	\$3,099.30	\$3,254.27	-	-	-
			Monthly	\$5,800.81	\$6,090.85	\$6,395.39	\$6,715.16	\$7,050.92	-	-	-
POLICE SERGEANT	218	WPSA	Bi-Weekly	\$3,912.43	\$4,108.05	\$4,313.45	\$4,529.13	\$4,755.58	\$4,993.36	\$5,243.03	\$5,505.18
			Monthly	\$8,476.93	\$8,900.78	\$9,345.82	\$9,813.11	\$10,303.76	\$10,818.95	\$11,359.90	\$11,927.89
POOL FACILITIES TECH	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
PRINCIPAL CIVIL ENGINEER	M141	MMPA	Bi-Weekly	\$5,084.45	\$5,338.67	\$5,605.61	\$5,885.89	\$6,180.18	\$6,489.19	-	-
			Monthly	\$11,016.31	\$11,567.13	\$12,145.48	\$12,752.76	\$13,390.40	\$14,059.92	-	-
PRINCIPAL PLANNER**	M136	MMPA	Bi-Weekly	\$4,493.91	\$4,718.61	\$4,954.54	\$5,202.27	\$5,462.38	\$5,735.50	-	-
			Monthly	\$9,736.82	\$10,223.66	\$10,734.84	\$11,271.58	\$11,835.16	\$12,426.92	-	-
PRINCIPAL UTILITIES CIVIL ENG**	M141	MMPA	Bi-Weekly	\$5,084.45	\$5,338.67	\$5,605.61	\$5,885.89	\$6,180.18	\$6,489.19	-	-
			Monthly	\$11,016.31	\$11,567.13	\$12,145.48	\$12,752.76	\$13,390.40	\$14,059.92	-	-
PROGRAMMER ANALYST	G63	WCEA	Bi-Weekly	\$3,722.47	\$3,908.60	\$4,104.03	\$4,309.23	\$4,524.69	\$4,750.92	-	-
			Monthly	\$8,065.36	\$8,468.63	\$8,892.06	\$9,336.66	\$9,803.49	\$10,293.67	-	-
PUBLIC WORKS DIRECTOR	137	MGMT	Bi-Weekly	\$6,228.23	-	-	-	\$7,996.15	-	-	-
			Monthly	\$13,494.50	-	-	-	\$17,325.00	-	-	-
PW O&M INFRASTRUCTURE ADMIN	M141	MMPA	Bi-Weekly	\$5,084.45	\$5,338.67	\$5,605.61	\$5,885.89	\$6,180.18	\$6,489.19	-	-
			Monthly	\$11,016.31	\$11,567.13	\$12,145.48	\$12,752.76	\$13,390.40	\$14,059.92	-	-
RECREATION COORDINATOR	G36	WCEA	Bi-Weekly	\$1,911.12	\$2,006.67	\$2,107.01	\$2,212.36	\$2,322.97	\$2,439.12	-	-
			Monthly	\$4,140.75	\$4,347.79	\$4,565.18	\$4,793.44	\$5,033.11	\$5,284.77	-	-
RECREATION SUPERVISOR	G50	WCEA	Bi-Weekly	\$2,700.36	\$2,835.38	\$2,977.15	\$3,126.00	\$3,282.30	\$3,446.42	-	-
			Monthly	\$5,850.78	\$6,143.32	\$6,450.48	\$6,773.01	\$7,111.66	\$7,467.24	-	-
SENIOR ACCOUNTANT**	M125	MMPA	Bi-Weekly	\$3,425.01	\$3,596.26	\$3,776.08	\$3,964.88	\$4,163.13	\$4,371.28	-	-
			Monthly	\$7,420.86	\$7,791.91	\$8,181.50	\$8,590.58	\$9,020.11	\$9,471.11	-	-
SENIOR CIVIL ENGINEER**	M138	MMPA	Bi-Weekly	\$4,721.42	\$4,957.49	\$5,205.36	\$5,465.63	\$5,738.91	\$6,025.86	-	-
			Monthly	\$10,229.74	\$10,741.23	\$11,278.29	\$11,842.21	\$12,434.32	\$13,056.03	-	-
SENIOR PLANNER	M132	MMPA	Bi-Weekly	\$4,071.27	\$4,274.83	\$4,488.57	\$4,713.00	\$4,948.65	\$5,196.08	-	-
			Monthly	\$8,821.07	\$9,262.13	\$9,725.23	\$10,211.50	\$10,722.07	\$11,258.17	-	-
SIGNS AND MARKINGS TECH I	G39	WCEA	Bi-Weekly	\$2,058.06	\$2,160.97	\$2,269.02	\$2,382.47	\$2,501.59	\$2,626.67	-	-
			Monthly	\$4,459.14	\$4,682.10	\$4,916.20	\$5,162.01	\$5,420.11	\$5,691.12	-	-



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SIGNS AND MARKINGS TECH II	G43	WCEA	Bi-Weekly	\$2,271.72	\$2,385.30	\$2,504.57	\$2,629.80	\$2,761.29	\$2,899.35	-	-
			Monthly	\$4,922.05	\$5,168.16	\$5,426.56	\$5,697.89	\$5,982.79	\$6,281.93	-	-
SOCIAL SERVICES MANAGER	M132	MMPA	Bi-Weekly	\$4,071.27	\$4,274.83	\$4,488.57	\$4,713.00	\$4,948.65	\$5,196.08	-	-
			Monthly	\$8,821.07	\$9,262.13	\$9,725.23	\$10,211.50	\$10,722.07	\$11,258.17	-	-
SR ASSOCIATE CIVIL ENG	M134	MMPA	Bi-Weekly	\$4,277.37	\$4,491.24	\$4,715.80	\$4,951.59	\$5,199.17	\$5,459.13	-	-
			Monthly	\$9,267.64	\$9,731.02	\$10,217.57	\$10,728.45	\$11,264.88	\$11,828.12	-	-
SR BUILDING INSPECTOR	G57	WCEA	Bi-Weekly	\$3,209.88	\$3,370.37	\$3,538.89	\$3,715.83	\$3,901.63	\$4,096.71	-	-
			Monthly	\$6,954.73	\$7,302.47	\$7,667.59	\$8,050.97	\$8,453.52	\$8,876.20	-	-
SR BUILDING PLAN EXAMINER	G58	WCEA	Bi-Weekly	\$3,290.12	\$3,454.63	\$3,627.36	\$3,808.73	\$3,999.17	\$4,199.12	-	-
			Monthly	\$7,128.60	\$7,485.03	\$7,859.28	\$8,252.25	\$8,664.86	\$9,098.10	-	-
SR COMM RISK REDUCTION SPEC	185C	WPFA	Bi-Weekly	\$3,033.63	\$3,185.32	\$3,344.59	\$3,511.81	\$3,687.41	-	-	-
			Monthly	\$6,572.86	\$6,901.53	\$7,246.60	\$7,608.91	\$7,989.39	-	-	-
SR CONSTRUCTION PROJECT MANAGER	M131	MMPA	Bi-Weekly	\$3,971.97	\$4,170.56	\$4,379.09	\$4,598.05	\$4,827.95	\$5,069.35	-	-
			Monthly	\$8,605.93	\$9,036.22	\$9,488.03	\$9,962.44	\$10,460.56	\$10,983.58	-	-
SR ENGINEERING ASSISTANT	G58	WCEA	Bi-Weekly	\$3,290.12	\$3,454.63	\$3,627.36	\$3,808.73	\$3,999.17	\$4,199.12	-	-
			Monthly	\$7,128.60	\$7,485.03	\$7,859.28	\$8,252.25	\$8,664.86	\$9,098.10	-	-
SR ENV RESOURCES ANALYST	M131	MMPA	Bi-Weekly	\$3,971.97	\$4,170.56	\$4,379.09	\$4,598.05	\$4,827.95	\$5,069.35	-	-
			Monthly	\$8,605.93	\$9,036.22	\$9,488.03	\$9,962.44	\$10,460.56	\$10,983.58	-	-
SR HUMAN RESOURCES ANALYST**	M132	MMPA	Bi-Weekly	\$4,071.27	\$4,274.83	\$4,488.57	\$4,713.00	\$4,948.65	\$5,196.08	-	-
			Monthly	\$8,821.07	\$9,262.13	\$9,725.23	\$10,211.50	\$10,722.07	\$11,258.17	-	-
SR MANAGEMENT ANALYST**	M131	MMPA	Bi-Weekly	\$3,971.97	\$4,170.56	\$4,379.09	\$4,598.05	\$4,827.95	\$5,069.35	-	-
			Monthly	\$8,605.93	\$9,036.22	\$9,488.03	\$9,962.44	\$10,460.56	\$10,983.58	-	-
SR POLICE RECORDS SPECIALIST	234B	WPOA	Bi-Weekly	\$2,173.61	\$2,282.29	\$2,396.40	\$2,516.22	\$2,642.03	-	-	-
			Monthly	\$4,709.48	\$4,944.96	\$5,192.20	\$5,451.81	\$5,724.41	-	-	-
SR PROGRAMMER ANALYST	G67	WCEA	Bi-Weekly	\$4,108.91	\$4,314.36	\$4,530.08	\$4,756.58	\$4,994.41	\$5,244.13	-	-
			Monthly	\$8,902.65	\$9,347.78	\$9,815.17	\$10,305.93	\$10,821.22	\$11,362.28	-	-
SR SIGNING AND MARKING TECH	G45	WCEA	Bi-Weekly	\$2,386.72	\$2,506.06	\$2,631.36	\$2,762.93	\$2,901.08	\$3,046.13	-	-
			Monthly	\$5,171.23	\$5,429.80	\$5,701.29	\$5,986.35	\$6,285.67	\$6,599.95	-	-
SR TRAFFIC SIGNAL STREET LIGHT	G60	WCEA	Bi-Weekly	\$3,456.69	\$3,629.52	\$3,811.00	\$4,001.55	\$4,201.62	\$4,411.70	-	-
			Monthly	\$7,489.49	\$7,863.96	\$8,257.16	\$8,670.02	\$9,103.52	\$9,558.69	-	-
SR TREE TRIMMER**	G45	WCEA	Bi-Weekly	\$2,386.72	\$2,506.06	\$2,631.36	\$2,762.93	\$2,901.08	\$3,046.13	-	-
			Monthly	\$5,171.23	\$5,429.80	\$5,701.29	\$5,986.35	\$6,285.67	\$6,599.95	-	-
SR UTIL MAINT WORKER WATER**	G49	WCEA	Bi-Weekly	\$2,634.50	\$2,766.22	\$2,904.53	\$3,049.76	\$3,202.25	\$3,362.36	-	-
			Monthly	\$5,708.07	\$5,993.48	\$6,293.15	\$6,607.81	\$6,938.20	\$7,285.11	-	-
SR UTIL MAINT WORKER WWC	G54	WCEA	Bi-Weekly	\$2,980.69	\$3,129.72	\$3,286.21	\$3,450.52	\$3,623.05	\$3,804.20	-	-
			Monthly	\$6,458.16	\$6,781.07	\$7,120.12	\$7,476.13	\$7,849.94	\$8,242.43	-	-



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SR WATER POLLUTION CR OP	G67	WCEA	Bi-Weekly	\$4,108.91	\$4,314.36	\$4,530.08	\$4,756.58	\$4,994.41	\$5,244.13	-	-
			Monthly	\$8,902.65	\$9,347.78	\$9,815.17	\$10,305.93	\$10,821.22	\$11,362.28	-	-
SR WATER QUALITY SPECIALIST**	G62	WCEA	Bi-Weekly	\$3,631.68	\$3,813.27	\$4,003.93	\$4,204.12	\$4,414.33	\$4,635.05	-	-
			Monthly	\$7,868.64	\$8,262.07	\$8,675.18	\$9,108.94	\$9,564.38	\$10,042.60	-	-
SR WATER SYSTEM OPERATOR	G54	WCEA	Bi-Weekly	\$2,980.69	\$3,129.72	\$3,286.21	\$3,450.52	\$3,623.05	\$3,804.20	-	-
			Monthly	\$6,458.16	\$6,781.07	\$7,120.12	\$7,476.13	\$7,849.94	\$8,242.43	-	-
SR WATER WASTEWATER INST TECH	G66	WCEA	Bi-Weekly	\$4,008.70	\$4,209.13	\$4,419.59	\$4,640.57	\$4,872.60	\$5,116.23	-	-
			Monthly	\$8,685.51	\$9,119.78	\$9,575.77	\$10,054.56	\$10,557.29	\$11,085.15	-	-
TECHNICAL SERVICES MANAGER	M136	MMPA	Bi-Weekly	\$4,493.91	\$4,718.61	\$4,954.54	\$5,202.27	\$5,462.38	\$5,735.50	-	-
			Monthly	\$9,736.82	\$10,223.66	\$10,734.84	\$11,271.58	\$11,835.16	\$12,426.92	-	-
TRAFFIC SIG/STREET LIGHT TECH	G56	WCEA	Bi-Weekly	\$3,131.59	\$3,288.17	\$3,452.57	\$3,625.20	\$3,806.46	\$3,996.79	-	-
			Monthly	\$6,785.11	\$7,124.36	\$7,480.58	\$7,854.61	\$8,247.34	\$8,659.70	-	-
TRANSPORTATION ENGINEER**	M134	MMPA	Bi-Weekly	\$4,277.37	\$4,491.24	\$4,715.80	\$4,951.59	\$5,199.17	\$5,459.13	-	-
			Monthly	\$9,267.64	\$9,731.02	\$10,217.57	\$10,728.45	\$11,264.88	\$11,828.12	-	-
TREATMENT PLANT MECHANIC	G54	WCEA	Bi-Weekly	\$2,980.69	\$3,129.72	\$3,286.21	\$3,450.52	\$3,623.05	\$3,804.20	-	-
			Monthly	\$6,458.16	\$6,781.07	\$7,120.12	\$7,476.13	\$7,849.94	\$8,242.43	-	-
TREATMENT PLANT SUPERINTENDENT	M137	MMPA	Bi-Weekly	\$4,606.26	\$4,836.58	\$5,078.40	\$5,332.33	\$5,598.94	\$5,878.89	-	-
			Monthly	\$9,980.24	\$10,479.25	\$11,003.21	\$11,553.37	\$12,131.04	\$12,737.59	-	-
TREE TRIMMER I	G39	WCEA	Bi-Weekly	\$2,058.06	\$2,160.97	\$2,269.02	\$2,382.47	\$2,501.59	\$2,626.67	-	-
			Monthly	\$4,459.14	\$4,682.10	\$4,916.20	\$5,162.01	\$5,420.11	\$5,691.12	-	-
TREE TRIMMER II	G43	WCEA	Bi-Weekly	\$2,271.72	\$2,385.30	\$2,504.57	\$2,629.80	\$2,761.29	\$2,899.35	-	-
			Monthly	\$4,922.05	\$5,168.16	\$5,426.56	\$5,697.89	\$5,982.79	\$6,281.93	-	-
UNDERGRND UTIL SVC WRKR	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
UTILITIES ADMINISTRATOR**	M141	MMPA	Bi-Weekly	\$5,084.45	\$5,338.67	\$5,605.61	\$5,885.89	\$6,180.18	\$6,489.19	-	-
			Monthly	\$11,016.31	\$11,567.13	\$12,145.48	\$12,752.76	\$13,390.40	\$14,059.92	-	-
UTILITIES ENGINEERING MANAGER	M144	MMPA	Bi-Weekly	\$5,475.40	\$5,749.17	\$6,036.63	\$6,338.46	\$6,655.38	\$6,988.15	-	-
			Monthly	\$11,863.36	\$12,456.53	\$13,079.36	\$13,733.33	\$14,419.99	\$15,140.99	-	-
UTILITY MAINT SUPERVISOR	G53	WCEA	Bi-Weekly	\$2,907.99	\$3,053.39	\$3,206.06	\$3,366.36	\$3,534.68	\$3,711.41	-	-
			Monthly	\$6,300.65	\$6,615.68	\$6,946.46	\$7,293.79	\$7,658.47	\$8,041.40	-	-
UTILITY MAINT WORKER WATER I	G37	WCEA	Bi-Weekly	\$1,958.90	\$2,056.84	\$2,159.68	\$2,267.67	\$2,381.05	\$2,500.10	-	-
			Monthly	\$4,244.27	\$4,456.49	\$4,679.31	\$4,913.28	\$5,158.94	\$5,416.89	-	-
UTILITY MAINT WORKER WATER II	G42	WCEA	Bi-Weekly	\$2,216.31	\$2,327.13	\$2,443.48	\$2,565.66	\$2,693.94	\$2,828.64	-	-
			Monthly	\$4,802.00	\$5,042.10	\$5,294.21	\$5,558.92	\$5,836.87	\$6,128.71	-	-
UTILITY MAINT WORKER WATER III	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective January 1, 2026

UTILITY MAINT WORKER WATER IV	G50	WCEA	Bi-Weekly	\$2,700.36	\$2,835.38	\$2,977.15	\$3,126.00	\$3,282.30	\$3,446.42	-	-
			Monthly	\$5,850.78	\$6,143.32	\$6,450.48	\$6,773.01	\$7,111.66	\$7,467.24	-	-
UTILITY MAINT WORKER WWC I	G37	WCEA	Bi-Weekly	\$1,958.90	\$2,056.84	\$2,159.68	\$2,267.67	\$2,381.05	\$2,500.10	-	-
			Monthly	\$4,244.27	\$4,456.49	\$4,679.31	\$4,913.28	\$5,158.94	\$5,416.89	-	-
UTILITY MAINT WORKER WWC II	G42	WCEA	Bi-Weekly	\$2,216.31	\$2,327.13	\$2,443.48	\$2,565.66	\$2,693.94	\$2,828.64	-	-
			Monthly	\$4,802.00	\$5,042.10	\$5,294.21	\$5,558.92	\$5,836.87	\$6,128.71	-	-
UTILITY MAINT WORKER WWC III	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
UTILITY MAINT WORKER WWC IV	G50	WCEA	Bi-Weekly	\$2,700.36	\$2,835.38	\$2,977.15	\$3,126.00	\$3,282.30	\$3,446.42	-	-
			Monthly	\$5,850.78	\$6,143.32	\$6,450.48	\$6,773.01	\$7,111.66	\$7,467.24	-	-
WASTEWATER SYSTEMS ADMIN**	M141	MMPA	Bi-Weekly	\$5,084.45	\$5,338.67	\$5,605.61	\$5,885.89	\$6,180.18	\$6,489.19	-	-
			Monthly	\$11,016.31	\$11,567.13	\$12,145.48	\$12,752.76	\$13,390.40	\$14,059.92	-	-
WATER METER SERVICES TECH	G46	WCEA	Bi-Weekly	\$2,446.39	\$2,568.71	\$2,697.15	\$2,832.00	\$2,973.60	\$3,122.28	-	-
			Monthly	\$5,300.51	\$5,565.54	\$5,843.82	\$6,136.01	\$6,442.81	\$6,764.95	-	-
WATER POLL CTRL O-I-T	G40	WCEA	Bi-Weekly	\$2,109.52	\$2,214.99	\$2,325.74	\$2,442.03	\$2,564.13	\$2,692.34	-	-
			Monthly	\$4,570.62	\$4,799.15	\$5,039.11	\$5,291.06	\$5,555.61	\$5,833.39	-	-
WATER POLL CTRL OPER I	G51	WCEA	Bi-Weekly	\$2,767.87	\$2,906.26	\$3,051.57	\$3,204.15	\$3,364.36	\$3,532.58	-	-
			Monthly	\$5,997.05	\$6,296.90	\$6,611.74	\$6,942.33	\$7,289.45	\$7,653.92	-	-
WATER POLL CTRL OPER II	G55	WCEA	Bi-Weekly	\$3,055.21	\$3,207.97	\$3,368.37	\$3,536.78	\$3,713.62	\$3,899.30	-	-
			Monthly	\$6,619.62	\$6,950.60	\$7,298.13	\$7,663.03	\$8,046.18	\$8,448.49	-	-
WATER POLL CTRL OPER III	G59	WCEA	Bi-Weekly	\$3,372.38	\$3,541.00	\$3,718.05	\$3,903.95	\$4,099.14	\$4,304.10	-	-
			Monthly	\$7,306.82	\$7,672.16	\$8,055.76	\$8,458.55	\$8,881.48	\$9,325.55	-	-
WATER POLL CTRL OPER IV	G63	WCEA	Bi-Weekly	\$3,722.47	\$3,908.60	\$4,104.03	\$4,309.23	\$4,524.69	\$4,750.92	-	-
			Monthly	\$8,065.36	\$8,468.63	\$8,892.06	\$9,336.66	\$9,803.49	\$10,293.67	-	-
WATER QUALITY SPECIALIST I	G48	WCEA	Bi-Weekly	\$2,570.24	\$2,698.75	\$2,833.69	\$2,975.37	\$3,124.14	\$3,280.35	-	-
			Monthly	\$5,568.85	\$5,847.30	\$6,139.66	\$6,446.64	\$6,768.98	\$7,107.43	-	-
WATER QUALITY SPECIALIST II	G52	WCEA	Bi-Weekly	\$2,837.06	\$2,978.92	\$3,127.86	\$3,284.26	\$3,448.47	\$3,620.89	-	-
			Monthly	\$6,146.97	\$6,454.32	\$6,777.04	\$7,115.89	\$7,471.68	\$7,845.27	-	-
WATER SYSTEMS ADMINISTRATOR	M141	MMPA	Bi-Weekly	\$5,084.45	\$5,338.67	\$5,605.61	\$5,885.89	\$6,180.18	\$6,489.19	-	-
			Monthly	\$11,016.31	\$11,567.13	\$12,145.48	\$12,752.76	\$13,390.40	\$14,059.92	-	-
WATER SYSTEMS OPERATOR I	G42	WCEA	Bi-Weekly	\$2,216.31	\$2,327.13	\$2,443.48	\$2,565.66	\$2,693.94	\$2,828.64	-	-
			Monthly	\$4,802.00	\$5,042.10	\$5,294.21	\$5,558.92	\$5,836.87	\$6,128.71	-	-
WATER SYSTEMS OPERATOR II	G50	WCEA	Bi-Weekly	\$2,700.36	\$2,835.38	\$2,977.15	\$3,126.00	\$3,282.30	\$3,446.42	-	-
			Monthly	\$5,850.78	\$6,143.32	\$6,450.48	\$6,773.01	\$7,111.66	\$7,467.24	-	-
WATER/WASTE INSTR TECH	G62	WCEA	Bi-Weekly	\$3,631.68	\$3,813.27	\$4,003.93	\$4,204.12	\$4,414.33	\$4,635.05	-	-
			Monthly	\$7,868.64	\$8,262.07	\$8,675.18	\$9,108.94	\$9,564.38	\$10,042.60	-	-



CITY OF WOODLAND - SALARY SCHEDULE

Effective January 1, 2026

WPCF CHIEF OPERATOR**	M132	MMPA	Bi-Weekly	\$4,071.27	\$4,274.83	\$4,488.57	\$4,713.00	\$4,948.65	\$5,196.08	-	-
			Monthly	\$8,821.07	\$9,262.13	\$9,725.23	\$10,211.50	\$10,722.07	\$11,258.17	-	-

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES

CLASSIFICATION	GRADE	GROUP	Period	1	2	3	4	5	6	7	8
ACTIVITY LEADER I	901	TEMP	Hourly	\$16.90	\$17.15	\$17.40	\$17.65	\$17.90	-	-	-
ACTIVITY LEADER II	905	TEMP	Hourly	\$17.40	\$17.65	\$17.90	\$18.15	\$18.40	-	-	-
ACTIVITY MANAGER	909	TEMP	Hourly	\$18.40	\$18.65	\$18.90	\$19.15	\$19.40	-	-	-
CIVIC FELLOW	917	TEMP	Hourly	\$20.00	\$25.00	-	-	-	-	-	-
INTERN	925	TEMP	Hourly	\$17.00	\$18.00	\$19.00	\$20.00	\$21.00	-	-	-
LEVEL II RESERVE POLICE OFFICE	926	TEMP	Hourly	\$32.00	-	-	-	-	-	-	-
LIBRARY CIRCULATION ASSISTANT	927	TEMP	Hourly	\$18.94	\$19.19	\$19.44	\$19.69	\$19.94	-	-	-
LIBRARY PAGE	929	TEMP	Hourly	\$16.90	\$17.15	\$17.40	\$17.65	\$17.90	-	-	-
LIBRARY PROGRAM ASSISTANT	931	TEMP	Hourly	\$20.90	\$21.15	\$21.40	\$21.65	\$21.90	-	-	-
LIFEGUARD / AIDE	933	TEMP	Hourly	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00	-	-	-
LIFEGUARD / INSTRUCTOR	937	TEMP	Hourly	\$19.00	\$19.25	\$19.50	\$19.75	\$20.00	-	-	-
MAKERSPACE LEAD	938	TEMP	Hourly	\$23.08	\$23.58	\$24.08	\$24.58	\$25.08	-	-	-
MAKERSPACE SUPPORT STAFF	939	TEMP	Hourly	\$16.90	\$17.15	\$17.40	\$17.65	\$17.90	-	-	-
MAKERSPACE TECHNICIAN	940	TEMP	Hourly	\$20.90	\$21.40	\$21.90	\$22.40	\$22.90	-	-	-
POOL MANAGER	941	TEMP	Hourly	\$21.50	\$21.75	\$22.00	\$22.25	\$22.50	-	-	-
RECREATION FACILITY AIDE	945	TEMP	Hourly	\$19.25	\$19.50	\$19.75	\$20.00	\$20.25	-	-	-
SPECIAL PROGRAM COORDINATOR	949	TEMP	Hourly	\$20.50	\$20.75	\$21.00	\$21.25	\$21.50	-	-	-
SWIM INSTRUCTOR AIDE	953	TEMP	Hourly	\$16.90	\$17.15	\$17.40	\$17.65	\$17.90	-	-	-
TRANSPORTATION OFFICER	957	TEMP	Hourly	\$30.00	-	-	-	-	-	-	-

** Position not authorized to be filled in the current budget



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: I.7
SUBJECT: Approval of Fire Fleet Maintenance Contract Increase

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ____, approving an increase to the Riverview International contract for fire fleet and repair services in an amount not to exceed \$100,000.00, increasing the total contract value to \$200,000.00, to ensure continued safe and reliable operation of the Fire Department apparatus.

Staff Contact:

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

Fiscal Impact:

Approval of this action will increase the Riverview International contract by \$100,000.00, for a total contract amount not to exceed \$200,000.00. These costs were anticipated and funds have been appropriated in the FY 2025–26 budget. Sufficient funds are available within the fleet maintenance fund (2010) to support this increase and not further budget appropriation is requested as part of this action.

Background:

The Fire Department contracts with Riverview International to provide maintenance and repair services for Fire apparatus. These services are critical to maintaining operational readiness, ensuring firefighter safety, and extending the service life of the fleet. Due to increased maintenance needs and repair demands associated with aging apparatus and operational usage, the current contract amount is insufficient to meet ongoing service requirements.

Discussion:

Fire apparatus must remain in a high state of readiness to support emergency response operations. Increasing the contract amount will allow continued access to necessary maintenance and repair services without interruption. This action supports compliance with safety standards, reduces the risk of apparatus downtime, and ensures reliable fleet operations.

Conclusion:

Staff recommends that the City Council approve Resolution No. ____, approving an increase to the Riverview International contract for fire fleet and repair services in an amount not to exceed \$100,000.00, increasing the total contract value to \$200,000.00, to ensure continued safe and reliable operation of the Fire Department apparatus.

Prepared by: Nallely Castro, Management Analyst

Reviewed by: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. 1st Amendment Riverview 25-26-Updated
2. Proposed Resolution -Riverview International Contract Amendment 25-26 (1)

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Professional Services Agreement (“First Amendment”) dated as of the 20th day of January, 2026 is entered into by and between the City of Woodland (“City”) and Riverview International Truck Services (“Contractor”).

ARTICLE 2. RECITALS

2.1 City and Contractor entered into that certain Professional Services Agreement dated August 19, 2025 (“Agreement”), whereby Contractor agreed to provide maintenance and repair services for fire apparatus.

2.2 City and Contractor now desire to amend the Agreement include additional compensation in accordance with the Contractor’s original contract scope of work dated August 19, 2025. The total compensation for the first amendment shall not exceed \$100,000.00 bringing the total not to exceed amount to \$200,000.00

ARTICLE 3. TERMS

3.1 Continuing Effect of Agreement. Except as amended by this Amendment, including the updated fee schedule attached to this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.3 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

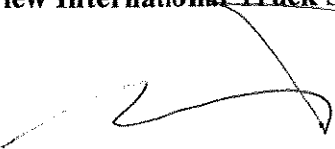
[SIGNATURES ON FOLLOWING PAGE]

**First Amendment To Professional Services Agreement Between The City Of Woodland
And Riverview International Truck Services** **CM# 200882**

City Of Woodland

Riverview International Truck Services

By: _____
Ken Hiatt
City Manager

By: 

Jason Ehrlinch
Service Manager

ATTEST:

Marissa Kersey, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN INCREASE TO THE CONTRACT WITH RIVERVIEW
INTERNATIONAL FOR FLEET FIRE MAINTENANCE AND REPAIR SERVICES**

WHEREAS, the City of Woodland contracts with Riverview International to provide fleet fire maintenance and repair services essential to the safe and reliable operation of Fire Department apparatus; and

WHEREAS, Fire Department apparatus must be maintained in a constant state of readiness to support emergency response operations and ensure firefighter and public safety; and

WHEREAS, increased maintenance and repair demands have resulted in the need for additional contract funding to avoid service interruptions and equipment downtime; and

WHEREAS, sufficient funds have been appropriated in the FY 2025–26 budget and are available within the fleet contracting funds to support the proposed contract increase; and

WHEREAS, staff recommends increasing the Riverview International contract by an amount not to exceed \$100,000.00, bringing the total contract value to \$200,000.00.

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

SECTION 1. The City Council hereby approves an increase to the contract with Riverview International for fleet fire maintenance and repair services in an amount not to exceed \$100,000.00, for a total contract amount not to exceed \$200,000.00 and authorizing City Manager to execute the amendment.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 20th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Marissa Kersey, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: I.8
SUBJECT: FY25 OTS STEP Grant Award Acceptance

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____ to:
(1) Accept the FY25 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$90,000;
(2) Appropriate \$90,000 in reimbursable grant funding into the State Grant Fund (Fund 1325) and;
(3) Augment the existing Police department budget in Fund 1325 by \$90,000.

Staff Contact

Ryan L. Kinnan, Police Chief, (530) 661-7813, Ryan.Kinnan@cityofwoodland.gov
Richard Perry, Management Analyst, (530) 661-5903, Richard.Perry@cityofwoodland.gov

Council Goal

This recommendation is consistent with the following Council goals: 1) Strengthen public safety and infrastructure by expanding traffic and law enforcement patrol capacity and resources, and 2) Enhance governance and fiscal responsibility by maintaining a balanced budget while strategically investing in projects and programs that yield fiscal benefits.

Fiscal Impact

This is a cost-reimbursable grant not to exceed \$90,000. Reimbursements will be submitted quarterly during the grant period of October 1, 2025 through September 30, 2026.

Background

The goal of the Selective Traffic Enforcement Program (STEP) through the California Office of Traffic Safety is to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. To attain this goal, "best practice" strategies will be conducted. The funded strategies may include: DUI checkpoints, DUI saturation patrols, distracted driving saturations, primary collision factor enforcement operations, bicycle and pedestrian enforcement operations, educational presentations, and personnel training. The program may also concentrate on speed, distracted driving, seat belt enforcement, operations at intersections with disproportionate numbers of traffic crashes, and special enforcement operations encouraging bicycle safety. These strategies are designed to earn media attention, thus enhancing the overall deterrent effect. The grant agreement outlining all terms and conditions of the award has been attached and titled "OTS Grant Agreement (PT26163)" for reference.

Discussion

The Police Department continues to be challenged by the rise in traffic-related issues, including serious moving violations, driving under the influence incidents, and bicycle/pedestrian accidents. The General Fund is insufficient to fund the staffing and equipment the Department needs to address these traffic-related issues. This grant provides a 100% reimbursement on the costs associated with staffing and equipment and would provide the Police Department with funds to focus on operations specifically tailored to address serious moving violations, street racing, driving under the influence, and bicycle/pedestrian safety.

To complement the enforcement efforts associated with the STEP grant, the Police Department and

Engineering staff continue to work together on citywide and neighborhood speed management. Included in this effort is an identification of opportunities to improve coordination between work groups to share information efficiently on complaints received by the two departments. The Department has coordinated the utilization of volunteers to monitor and show presence in neighborhoods where speed complaints are common, and has been performing concentrated enforcement in areas identified as priorities between the two work groups.

The OTS STEP grant will reimburse personnel overtime costs (estimated at \$70,057.00) associated with the identified traffic enforcement operations, associated travel costs (\$1,654.00), and the purchase of other supplies necessary for operation of the grant (estimated at \$18,289.00).

Conclusion

Staff recommends that the City Council adopt Resolution No. ____ to:

- (1) Accept the FY25 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$90,000;
- (2) Appropriate \$90,000 in reimbursable grant funding into the State Grant Fund (Fund 1325) and;
- (3) Augment the existing Police department budget in Fund 1325 by \$90,000.

Prepared by: Matt Gray, Police Sergeant

Richard Perry, Management Analyst





Approved by: Ryan L. Kinnan, Police Chief




Ken Hiatt
City Manager

Attachments:

1. OTS Grant Agreement (PT26163)
2. Proposed Resolution - FY25 OTS STEP Grant Award (3)

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Woodland	3. Grant Period From: 10/01/2025 To: 09/30/2026
4. AGENCY UNIT TO ADMINISTER GRANT Woodland Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$90,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Jason Drobish TITLE: Sergeant EMAIL: jason.drobish@cityofwoodland.gov PHONE: (530) 661-7844 ADDRESS: 1000 Lincoln Avenue Woodland, CA 95695  <small>Jason Drobish (Sep 12, 2025 10:24:41 PDT)</small> _____ Sep 12, 2025 (Signature) (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Ryan Kinnan Chief of Police ryan.kinnan@cityofwoodland.gov 530-661-7813 1000 Lincoln Avenue Woodland, CA 95695  <small>Ryan Kinnan (Sep 12, 2025 10:43:04 PDT)</small> _____ Sep 12, 2025 (Signature) (Date)
C. FISCAL OFFICIAL ADDRESS: Richard Perry Management Analyst II richard.perry@cityofwoodland.gov (530)661-7832 1000 Lincoln Avenue Woodland, CA 95695  <small>Richard Perry (Sep 12, 2025 10:27:57 PDT)</small> _____ Sep 12, 2025 (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Stephanie Dougherty Director stephanie.dougherty@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  <small>Stephanie Dougherty</small> _____ Sep 30, 2025 (Signature) (Date)

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: PJBKW1CUHUL1 REGISTERED ADDRESS: 300 First Street CITY: Woodland ZIP+4: 95695-3413</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-26	20.616	0521-0890-101	2025	04/25	BA/25	\$5,400.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	\$22,600.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	\$47,000.00
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	\$15,000.00
					AGREEMENT TOTAL	\$90,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$90,000.00	
<p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					\$ 0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
 <small>Carolyn Vu, Sep 12, 2025 12:49:23 PDT</small>			Sep 12, 2025	\$90,000.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

Woodland's unique geographic and demographic profile amplifies the demand for traffic safety initiatives. As the county seat of Yolo County, Woodland hosts significant commercial, agricultural, and governmental activity, generating substantial vehicular, bicycle, and pedestrian traffic. Key infrastructure, including I-5 and Highway 113, funnels commuter and commercial vehicles through our city, often leading to congestion and increased crash rates. Specific areas, such as East Main Street and Gibson Road, are particularly vulnerable due to heavy traffic volumes, roadway redesigns, and proximity to schools and public facilities. Throughout the year, the downtown business district hosts approximately 75 special events, some seeing 15,000 - 30,000 attendees and a large influx of vehicle traffic. Furthermore, the Woodland Community Center on East St is home to a large sports complex that hosts sporting events for local residents and those who travel to Woodland.

The Woodland Research and Technology Park (WRTP) Specific Plan, adopted in September 2023, projects the development of 1,600 housing units and 5,000 jobs over the next 10–15 years. Concurrently, the city anticipates an influx of new residents, expanded commercial activity, and increased construction-related traffic. These developments, while beneficial for the local economy, heighten the risk of crashes and congestion, necessitating proactive traffic enforcement and education measures.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

The City of Woodland Police Department remains steadfast in its mission to enhance public safety through a comprehensive strategy that integrates education, engineering, and enforcement. Our Traffic Unit, consisting of three full-time motor officers, ONE Community Services Officer, and one full-time motor sergeant, plays a pivotal role in this mission. Despite the challenges of maintaining full staffing in law enforcement, our Traffic Unit has remained fully operational due to strong community and City Council support for addressing traffic safety concerns.

A recent community survey highlighted traffic safety as a top concern among residents, reinforcing the urgency of our efforts. In 2024, the City of Woodland experienced two fatal crashes, 143 injury crashes, and 186 injuries. Comparatively, 2023 saw two fatal crashes (one involving alcohol), 103 injury crashes, 133 injuries, and three fatalities. These statistics underscore the persistent risks facing motorists, bicyclists, and pedestrians in our community.

The Woodland Police Department has a proven track record of leveraging grant funding to enhance roadway safety. In FY 2023, we successfully implemented a Selective Traffic Enforcement Program (STEP) grant, conducting DUI saturation patrols, Primary Crash Factor (PCF) enforcement, pedestrian and bicycle safety operations, and educational initiatives. The latest OTS data ranks Woodland 58th out of 105 cities for speed-related fatal and injury crashes, demonstrating the ongoing need for focused interventions. Since 2021, we have proactively trained 10 officers in RADAR use, further equipping our team to address speeding and other traffic violations effectively.

Our department has also observed a sharp increase in impaired driving incidents, with 181 DUI arrests in 2023 and 179 in 2024, compared to an annual average of 90 in prior years. This alarming trend emphasizes the critical need for sustained DUI enforcement and officer training, such as Drug Recognition Expert (DRE) and ARIDE certification. Additionally, collaborative efforts with agencies like the California Highway Patrol and West Sacramento Police Department have enabled impactful programs like Start Smart driver education and joint DUI operations, further demonstrating our commitment to regional traffic safety.

Grant funding will be instrumental in enhancing our capabilities and expanding our initiatives. These funds will support the acquisition of portable lighting for DUI checkpoints, DRE certification training, LiDAR units for precise speed enforcement on our congested roadways, and electronic ticket printers to streamline officer

efficiency. Moreover, the grant will facilitate targeted deployment activities, including DUI checkpoints, saturation patrols, PCF enforcement, distracted driving campaigns, street racing interventions, and pedestrian/bicycle safety operations.

By integrating education, engineering, and enforcement, this grant will empower the Woodland Police Department to address the pressing traffic safety concerns of our growing community. These efforts will reduce crashes, save lives, and ensure safer travel for all who live, work, and commute through Woodland.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The target population this grant intends to serve includes all the visitors and residents of the City of Woodland, particularly those living in areas with high traffic volumes, frequent traffic crashes, and a history of unsafe driving behaviors. The City of Woodland has roughly 61,873 residents. The City of Woodland faces significant challenges regarding improper turning, unsafe speed, and Vehicle Right of Away Violation. The city's growth trajectory further exacerbates traffic safety challenges.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2

6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	8
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	11
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
13. Participate in highly visible collaborative DUI Enforcement operations.	3
14. Participate in highly visible collaborative Traffic Enforcement operations.	2
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2
16. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO

at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.

- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
405c TR-26	20.616	State Traffic Safety Information System Improvements	\$5,400.00		
405e DDL-26	20.616	Distracted Driving Laws	\$15,000.00		
402PT-26	20.600	State and Community Highway Safety	\$22,600.00		
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$47,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					
					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints	164AL-26	\$7,351.12	2	\$14,702.00	
DUI Saturation Patrols	164AL-26	\$1,729.38	8	\$13,835.00	
Collaborative DUI Enforcement	164AL-26	\$1,729.38	3	\$5,188.00	
Benefits for 164AL OT @ 15.97%	164AL-26	\$33,725.00	1	\$5,386.00	
Traffic Enforcement	402PT-26	\$1,150.00	6	\$6,900.00	
Pedestrian and Bicycle Enforcement	402PT-26	\$1,150.00	2	\$2,300.00	
Street Racing and Sideshow Enforcement Operations	402PT-26	\$1,150.00	1	\$1,150.00	
Collaborative Traffic Enforcement	402PT-26	\$1,700.00	2	\$3,400.00	
Benefits for 402 OT @ 15.97%	402PT-26	\$13,750.00	1	\$2,196.00	
Distracted Driving Enforcement	405e DDL-26	\$1,175.80	11	\$12,934.00	
Benefits for 405e OT @ 15.97%	405e DDL-26	\$12,934.00	1	\$2,066.00	
Category Sub-Total					\$70,057.00
B. TRAVEL EXPENSES					
In State Travel	402PT-26	\$1,654.00	1	\$1,654.00	
					\$0.00
Category Sub-Total					\$1,654.00
C. CONTRACTUAL SERVICES					
					\$0.00
Category Sub-Total					\$0.00
D. EQUIPMENT					
					\$0.00
Category Sub-Total					\$0.00
E. OTHER DIRECT COSTS					
DUI Checkpoint Supplies	164AL-26	\$1,580.00	1	\$1,580.00	
Portable light tower	164AL-26	\$3,154.67	2	\$6,309.00	
Lidar Device	402PT-26	\$2,500.00	2	\$5,000.00	
Mobile Printer	405c TR-26	\$900.00	6	\$5,400.00	

Category Sub-Total				\$18,289.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$90,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Benefits for 164AL OT @ 15.97% - Medicare - 1.45%

Unemployment - 0.50%

Workers comp - 14.02%

Total - 15.97%

Claimed amounts must reflect actual benefits costs for overtime hours charged to the grant.

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Benefits for 402 OT @ 15.97% - Medicare - 1.45%

Unemployment - 0.50%

Workers comp - 14.02%

Total - 15.97%

Claimed amounts must reflect actual benefits costs for overtime hours charged to the grant.

Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits for 405e OT @ 15.97% - Medicare - 1.45%

Unemployment - 0.50%

Workers comp - 14.02%

Total - 15.97%

Claimed amounts must reflect actual benefits costs for overtime hours charged to the grant.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares,

PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

Portable light tower - High intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time operations. Costs may include a generator, battery, cart, and accessories.

Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.

Mobile Printer - Mobile printers to be used with electronic citation devices for traffic officers to print the citation in the field. Costs include the purchase of the printer, accessories, and associated shipping and taxes.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (*23 U.S.C. 324 et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) *et seq.*), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE **(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT26163
Agency Name:	Woodland Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$90,000.00
Authorizing Official:	Ryan Kinnan
Fiscal Official:	Richard Perry
Grant Director:	Jason Drobish

CURRENT GEMS USER(S)

1. Jason Drobish

Title: Sergeant Media Contact: Yes
 Phone: (530) 661-7844
 Email: jason.drobish@cityofwoodland.gov

2. Brian Olson

Title: Officer Media Contact: No
 Phone: (530) 661-7842
 Email: brian.olson@cityofwoodland.org

3. Ted Ruiz

Title: Traffic Sergeant Media Contact: Yes
 Phone: (530) 661-7843
 Email: ted.ruiz@cityofwoodland.org

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1		Add as a media contact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input checked="" type="checkbox"/>	Remove Access <input type="checkbox"/>		
Matt Gray		Sergeant	
Name		Job Title	
Matt.Gray@cityofwoodland.gov		530-786-5533	
Email address		Phone number	
GEMS User 2		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 3		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 4		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 5		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by: <u>Jason Drobish</u> <small>Jason Drobish (Sep 11, 2025 15:14:52 PDT)</small>		Date: Sep 11, 2025	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
<u>Jason Drobish</u> <small>Jason Drobish (Sep 12, 2025 10:24:41 PDT)</small>		JASON DROBISH	
Signature		Name	
Sep 12, 2025		Grant Director	
Date		Title	












Grant Agreement - PT26163

Final Audit Report

2025-10-01


Created:	2025-09-11
By:	Alexis DeLeon (Alexis.DeLeon@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb_Kr06omtMol_zrfZw5WPDlrU9gED_aL

"Grant Agreement - PT26163" History

-  Document created by Alexis DeLeon (Alexis.DeLeon@ots.ca.gov)
2025-09-11 - 10:07:24 PM GMT
-  Document emailed to Jason Drobish (jason.drobish@cityofwoodland.gov) for signature
2025-09-11 - 10:07:32 PM GMT
-  Email viewed by Jason Drobish (jason.drobish@cityofwoodland.gov)
2025-09-11 - 10:11:32 PM GMT
-  Document e-signed by Jason Drobish (jason.drobish@cityofwoodland.gov)
Signature Date: 2025-09-11 - 10:14:52 PM GMT - Time Source: server
-  Document emailed to jason.drobish@cityofwoodland.gov for signature
2025-09-11 - 10:14:54 PM GMT
-  Email viewed by jason.drobish@cityofwoodland.gov
2025-09-12 - 3:24:16 PM GMT
-  Signer jason.drobish@cityofwoodland.gov entered name at signing as JASON Drobish
2025-09-12 - 5:24:39 PM GMT
-  Document e-signed by JASON Drobish (jason.drobish@cityofwoodland.gov)
Signature Date: 2025-09-12 - 5:24:41 PM GMT - Time Source: server
-  Document emailed to richard.perry@cityofwoodland.gov for signature
2025-09-12 - 5:24:44 PM GMT
-  Email viewed by richard.perry@cityofwoodland.gov
2025-09-12 - 5:25:10 PM GMT
-  Signer richard.perry@cityofwoodland.gov entered name at signing as Richard Perry
2025-09-12 - 5:27:55 PM GMT

 Document e-signed by Richard Perry (richard.perry@cityofwoodland.gov)


Signature Date: 2025-09-12 - 5:27:57 PM GMT - Time Source: server

 Document emailed to ryan.kinnan@cityofwoodland.gov for signature

2025-09-12 - 5:27:59 PM GMT

 Email viewed by ryan.kinnan@cityofwoodland.gov


2025-09-12 - 5:28:07 PM GMT

 Signer ryan.kinnan@cityofwoodland.gov entered name at signing as Ryan L. Kinnan

2025-09-12 - 5:43:02 PM GMT

 Document e-signed by Ryan L. Kinnan (ryan.kinnan@cityofwoodland.gov)

Signature Date: 2025-09-12 - 5:43:04 PM GMT - Time Source: server

 Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature


2025-09-12 - 5:43:06 PM GMT

 Email viewed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)

2025-09-12 - 7:49:01 PM GMT

 Document e-signed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)


Signature Date: 2025-09-12 - 7:49:23 PM GMT - Time Source: server

 Document emailed to Stephanie Dougherty (stephanie.dougherty@ots.ca.gov) for signature

2025-09-12 - 7:49:25 PM GMT

 Email viewed by Stephanie Dougherty (stephanie.dougherty@ots.ca.gov)


2025-09-15 - 1:56:44 PM GMT

 Email viewed by Stephanie Dougherty (stephanie.dougherty@ots.ca.gov)

2025-09-19 - 7:58:04 PM GMT

 Email viewed by Stephanie Dougherty (stephanie.dougherty@ots.ca.gov)

2025-09-26 - 9:05:20 PM GMT

 Document e-signed by Stephanie Dougherty (stephanie.dougherty@ots.ca.gov)

Signature Date: 2025-10-01 - 2:33:49 AM GMT - Time Source: server

 Agreement completed.

2025-10-01 - 2:33:49 AM GMT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ACCEPTING THE FY25 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS)
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AWARD**

WHEREAS, the California OTS STEP grant is designed to advance traffic safety by addressing the needs of law enforcement agencies statewide; and

WHEREAS, the City of Woodland has been awarded \$90,000 in cost-reimbursable grant funds for the FY25 OTS STEP Grant to reimburse costs associated with personnel, training, and equipment.

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

SECTION 1. The City Council hereby authorizes the acceptance of the FY25 OTS STEP Grant cost-reimbursable award of \$90,000;

SECTION 2. The City Council hereby authorizes the appropriation of \$90,000 into the State Grant Fund (1325) and authorizes the augmentation of the existing Police Department budget in Fund 1325 by \$90,000.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 20th day of January 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Marissa Kersey, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: I.9
SUBJECT: Approve the Plans, Specifications, and Bid Authorization for 2026 Water & Sewer Replacement Project, CIP 25-01

Recommendation for Action: Staff recommends the City Council adopt Resolution No. _____, 1) Appropriating \$3,655,966 from the Water Enterprise Fund, Fund 2210; 2) Appropriating \$800,000 from the Sewer Enterprise Fund, Fund 2220; 3) Approving the Project plans and specifications; and 4) Authorizing bid advertisement for the 2026 Water & Sewer Replacement Project, CIP 25-01.

Staff Contact:

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

Fiscal Impact:

The 2026 Water & Sewer Replacement Project, CIP 25-01 (the “Project”), is currently funded for design in the Capital Budget with \$200,000 of Sewer Enterprise Funds and \$200,000 of Water Enterprise Funds. Funding for the Project construction is included in the Final Report of the 2021 Water Rate Study and the Final Report of the 2021 Wastewater Rate Study. The funding sources include the Water Enterprise Fund in the amount of \$3,655,966 and the Sewer Enterprise Fund in the amount of \$800,000 for construction costs. The construction costs are fully funded in the respective enterprise funds, but the project was not included in the Capital Improvement Program. With the proposed appropriations, the project budget will be \$4,855,966.

The engineer's estimate of construction cost is \$4.8 million and the estimated total project cost is \$6 million, which includes design, construction, construction contingency, inspection, and construction management costs. These costs are subject to change based on actual bid prices, and an updated budget analysis will be prepared after receiving the bids.

Award of the Construction Contract will be presented to Council for approval at a future date, at which time any necessary additional funding will be recommended for allocation to the Project.

There is no impact to the City’s General Fund.

Background:

CIP 25-01 was partially scoped for underground sewer and water utility repairs to be completed in advance of future road improvement projects. A road project tentatively planned for 2028 pending successful grant applications will rehabilitate and improve portions of Beamer Street within the project limits of CIP 25-01. The 2026 water and sewer project also includes repairs on Inyo Place, Marin Place and Porter Street.

CIP 25-01 is also the tenth phase of a multi-year project where Engineering and Operations staff annually identify locations around the City that have the greatest occurrence of water main and water lateral breaks and leaks, and prioritize these locations for repair and replacement. The areas prioritized for replacement are predominantly streets with two-inch (2”) or three-inch (3”) cast iron water mains located behind sidewalks. These small-diameter, back-of-walk water mains have been experiencing an increasing number of breaks in recent years due to their location, bury depth, pipe

material and aging condition. The existing water infrastructure in this area ranges between 60 and 72 years old. Just under one mile of Woodland's aging water distribution network will be eliminated with the 2026 Project, concurrent with the State of California's "Water Conservation as a Way of Life" legislation, which obligates the City to continue reducing water main breaks and leaks which account for a significant amount of lost water revenue.

Staff periodically evaluate the sewer collection system according to the Sewer System Management Plan guidelines. Each sewer pipe in the city is attributed a condition rating that is regularly updated with a goal to eliminate sewer overflows and provide adequate sewer capacity to residents. The existing sewer pipes within the Project area are between 71–98 years old with an abundance of defects. Additionally, there are several sewer lateral lines that warrant full replacement due to their deteriorated condition. CIP 25-01 will construct about 2,270 feet of new eight-inch diameter gravity main on Fiske Avenue and Frost Drive and connect them to the Beamer trunk sewer.

Discussion:

The existing sewer system on Fiske Avenue and Frost Drive consists of eight-inch diameter vitrified clay mainlines in the street. When constructed in the 1950s, each joint of these pipelines was sealed with cementitious grout and the grout eventually swelled and infiltrated the connection, creating obstructions in the flowline of the sewer. The sewers on these streets will be replaced to better facilitate sewer flow and also to eliminate fractures in City sewers. Defective sewer laterals in other areas within the project limits will also be replaced with improved burial depths and slopes.

In conjunction with the sewer replacement, approximately 4,800 feet of mainline water pipe will be installed in the CIP 25-01 project vicinity. Once completed, the Project will result in more reliable water pressure and uninterrupted water service for over 135 residences. Almost all water meters in the project vicinity are positive-displacement meters originally installed in 2011. Water meters of this type have a typical service life of 15 years before they start misreporting water usage. As such, the project will replace more than 132 aging appurtenances that have reached the end of their useful life.

The work contained in CIP 25-01 aims to complete any necessary underground utility repairs ahead of the planned road rehabilitation in future City project, CIP 26-08, which includes improvement of Beamer Street between Cottonwood and East Streets. The locally funded design phase of the road project (CIP 26-08) will begin Spring 2026 while staff actively seeks supplemental funding for the previously received \$3M in road rehabilitation grant funding. Furthermore, the 2026 Water & Sewer Replacement Project is part of regular maintenance of the City's utilities and is necessary to remain in compliance with State Water Resources Control Board and Regional Water Quality Control Board requirements for water distribution and sewer collection systems, respectively.

Conclusion:

Staff recommends the City Council adopt Resolution No. _____, 1) Appropriating \$3,655,966 from the Water Enterprise Fund, Fund 2210; 2) Appropriating \$800,000 from the Sewer Enterprise Fund, Fund 2220; 3) Approving the Project plans and specifications; and 4) Authorizing bid advertisement for the 2026 Water & Sewer Replacement Project, CIP 25-01.

Prepared by: Mark Miller, Associate Engineer

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

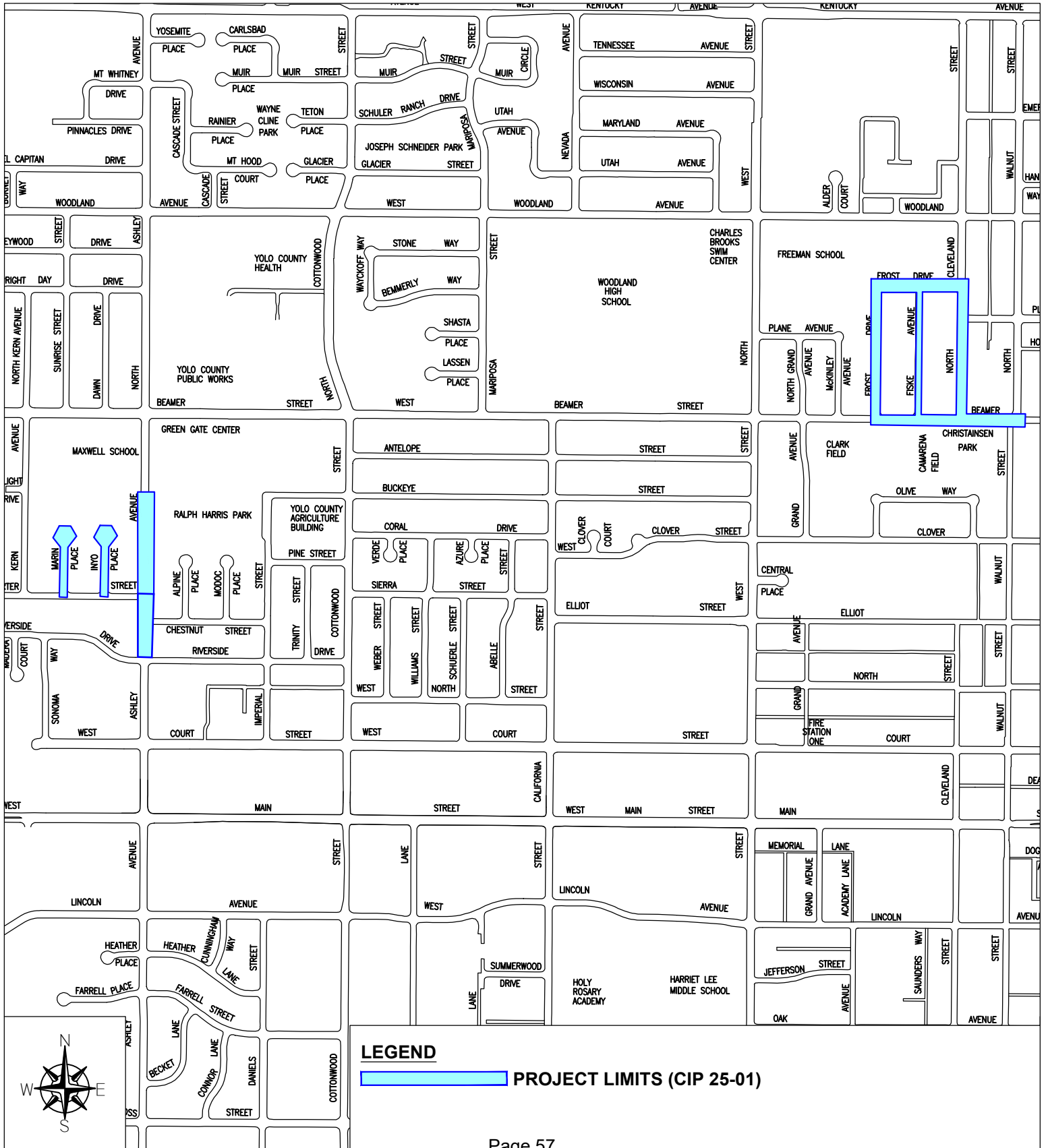


Ken Hiatt
City Manager

Attachments:

1. Vicinity Map
2. Proposed Resolution - 25-01

VICINITY MAP
2026 WATER & SEWER REPLACEMENT PROJECT, CIP 25-01



RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE 2026 WATER AND SEWER REPLACEMENT
PROJECT, CIP 25-01**

WHEREAS, the City Council wishes to ensure the City’s infrastructure is maintained in compliance with local, State, and Federal regulations; and

WHEREAS, the City Council wishes to appropriate \$3,655,966 in funds from the Water Enterprise Fund, Fund 2210, as approved in the 2021 Water Rate Study through the adoption of this Resolution; and

WHEREAS, the City Council wishes to appropriate \$800,000 in funds from the Sewer Enterprise Fund, Fund 2220, as approved in the 2021 Wastewater Rate Study through the adoption of this Resolution; and

WHEREAS, the 2026 Water & Sewer Replacement Project, CIP 25-01, will replace water and sewer pipelines that are deficient or have exceeded their service life, resulting in more reliable system pressures and less interruptions of service for nearby residences; and

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

WHEREAS, the City Council wishes to approve the plans and specifications and authorize bid advertisement for the 2026 Water & Sewer Replacement Project, CIP 25-01, through adoption of this Resolution.

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

SECTION 1. The City Council hereby approves the plans and specifications for 2026 Water & Sewer Replacement Project, CIP 25-01.

SECTION 2. The City Council hereby appropriates \$3,655,966 from the Water Enterprise Fund, Fund 210 to the project.

SECTION 3. The City Council hereby appropriates \$800,000 from the Sewer Enterprise Fund, Fund 220 to the project.

SECTION 4. The City Council hereby authorizes staff to advertise for bids for the 2026 Water & Sewer Replacement Project, CIP 25-01.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 20th day of January, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Marissa Kersey, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: I.10
SUBJECT: Authorization of Appropriations for the Replacement of Collections Division Vehicle 2-002

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing the following actions:

1. Appropriate \$29,656 from the Sewer Fund (2220) Reserve Balance, for transfer to the Equipment Replacement Fund (2012);
2. Appropriate \$67,600 from the Equipment Replacement Fund (2012) to fully fund the total vehicle purchase price; and
3. Authorize the City Manager, or designee, to execute all necessary purchasing documents, agreements, and budget transfers required to complete the vehicle acquisition in accordance with City policies and procedures.

Staff Contact:

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

Fiscal Impact:

The total cost of the replacement vehicle is \$57,600. An additional \$10,000 will be required for safety lighting and a tool box upfit for a total cost of \$67,600. This purchase will be funded as follows:

- \$37,944 from Equipment Replacement Reserve Funds (Fund 2012)
- \$29,656 from the Sewer Fund Balance (Fund 2220)

There is no additional ongoing fiscal impact associated with this action beyond routine vehicle operating and maintenance costs, which are already included in existing departmental budgets.

Background:

The City of Woodland Public Works Department relies on a dependable fleet of vehicles to support essential sewer maintenance, emergency response, line cleaning, and infrastructure repair operations. Collections Division vehicle 2-002 supports daily operational needs and is programmed for replacement in Fiscal Year 2026–27.

As part of the City’s fleet replacement planning process, funds for future replacement of this vehicle have been contributed to the Equipment Replacement Fund during each fiscal year budget. To date, a reserve balance of \$37,944 has been accumulated specifically for this vehicle’s eventual replacement.

Discussion:

Although vehicle 2-002 was scheduled for replacement in FY 2026–27, unforeseen market conditions have significantly altered the City’s ability to procure compliant light-duty electric utility vehicles. Specifically, the Ford F-150 Lightning electric vehicle, the City’s primary light-duty EV option, has been discontinued.

Ford's decision to discontinue production of the Lightning will substantially limit the City's options for meeting state electric vehicle requirements and the city's sustainability goals. Additionally, the vehicle being replaced is in need of transmission repair for which cost will be avoided by replacing the vehicle a year earlier than scheduled. To avoid this cost and to ensure continued compliance with state mandates, the City Manager authorized Fleet Services to secure this EV Ford F-150 Lightning. Procurement of this vehicle will also implement City's sustainability goals by reducing fleet emissions as well as reduce ongoing fuel and maintenance costs.

The total purchase price of the replacement vehicle is \$67,600. While accumulated Vehicle Reserve Funds provide \$37,944 toward this purchase, the reserve balance is currently insufficient to fully fund the acquisition. The remaining \$29,656 is requested from the Sewer Fund Balance to complete the purchase.

Transferring and appropriating these funds into the Equipment Replacement Fund (2012) ensures proper accounting treatment, aligns with established fleet replacement and purchasing practices, and allows the acquisition to be completed in accordance with City purchasing policies and budgetary controls.

Conclusion:

Staff recommends that the City Council adopt Resolution No. ____ authorizing the following actions:

1. Appropriate \$29,656 from the Sewer Fund (2220) Reserve Balance, for transfer to the Equipment Replacement Fund (2012);
2. Appropriate \$67,600 from the Equipment Replacement Fund (2012) to fully fund the total vehicle purchase price; and
3. Authorize the City Manager, or designee, to execute all necessary purchasing documents, agreements, and budget transfers required to complete the vehicle acquisition in accordance with City policies and procedures.

Prepared by: Courtney Morgan, Management Analyst

Reviewed by: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Vehicle 2-002 Replacement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE APPROPRIATION OF SEWER (2220) RESERVE
FUNDS AND APPROPRIATIONS IN THE EQUIPMENT REPLACEMENT
FUND (2012) FOR THE REPLACEMENT OF COLLECTIONS DIVISION
VEHICLE 2-002**

WHEREAS, the City of Woodland Public Works Department relies on fleet vehicles to support essential sewer maintenance, emergency response, line cleaning, and infrastructure repair operations; and

WHEREAS, vehicle 2-002 was programmed for replacement in Fiscal Year 2026–27; however, the discontinuation of Ford F-150 Lightning electric vehicle production has limited the City’s options for compliant light-duty electric utility vehicles; and

WHEREAS, to ensure compliance with the state’s electric vehicle requirements and city sustainability goals, and to optimize the limited EV procurement opportunities, Fleet Services, with the authority of the City Manager, was able to secure this rare EV Ford F-150 Lightning; and

WHEREAS, the purchase price of the replacement vehicle is \$57,600 and an additional \$10,000 will be required for upfit for a total vehicle cost of \$67,600; and

WHEREAS, the Vehicle Reserve Fund contains \$37,944 designated for the planned replacement of vehicle 2-002, which may be applied toward the cost of the replacement; and

WHEREAS, the remaining funding of \$29,656 required to complete the purchase must be provided from the Sewer (2220) Fund Balance to fully fund the acquisition; and

WHEREAS, transferring the necessary funds into the Equipment Replacement Fund (2012) will allow Fleet Services to properly account for and complete the vehicle purchase in accordance with City purchasing policies and budgetary controls.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby authorizes and approves the following:

SECTION 1. The City Council hereby authorizes the appropriation of \$29,656 from the Sewer (2220) Fund Balance, which will be used as a transfer to the Equipment Replacement Fund to fund the purchase the replacement for vehicle 2-002.

SECTION 2. The City Council hereby authorizes the appropriation of the \$67,600 in the Equipment Replacement Fund (2012) for the replacement of Collections Division vehicle 2-002 with a Ford F-150 Lightning electric vehicle.

SECTION 3. The City Council hereby authorizes the use of funds in the Equipment Replacement Fund (2012) for the purchase of an EV Ford F-150 Lightning as the replacement for Collections Division vehicle 2-002.

SECTION 4. The City Manager, or designee, is hereby authorized and directed to execute all necessary purchasing documents, agreements, and budget transfers required to complete this vehicle acquisition in accordance with City policies and procedures.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 20th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Marissa Kersey, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: I.11
SUBJECT: Authorize the City Manager to enter a contract regarding Police radios to comply with City of Woodland Purchasing Code §3.32.40

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to authorize the City Manager to enter into a contract for goods and services with Motorola Solutions, Inc. and their Manufacturing Representative, Sutter-Buttes Communication, not to exceed \$500,000.

Staff Contacts:

Ryan L. Kinnan, Chief of Police, (530) 661-7813, ryan.kinnan@cityofwoodland.gov
Richard Towle, Sergeant, (530) 661-7884, richard.towle@cityofwoodland.gov
Richard Perry, Management Analyst, (530) 661-7832, richard.perry@cityofwoodland.gov

Fiscal Impact:

There is no fiscal impact that hasn't already been accounted for in a previous resolution or in the current City budget. Council previously authorized a project cost of \$372,187 for the radio replacements. The project came in under budget at \$365,618. The need for a contract value of \$500,000 is covered in the discussion section below. There are no additional appropriations requested.

Background:

At the Regular City Council Meeting on May 20, 2025, the City Council authorized the purchase of 34 replacement radios via Resolution No. 8487. The resolution approved the purchase through the Houston-Galveston Area Council (HGAC) Cooperative Contract. However, per City of Woodland Purchasing Code §3.32.40, we must also have a contract with whoever we purchase our goods from, as the HGAC contract only satisfies our need to go out to bid for purchases of this scale. This new contract was not strictly authorized in the previous resolution.

Discussion:

The City uses multiple methods to procure high-ticket items, including cooperative purchase agreements. Sutter-Buttes, Motorola's designated representative for the Greater Yolo area, recommended use of HGAC's cooperative purchase agreement as it provided considerable cost and time savings over trying to purchase through Motorola or Sutter-Buttes directly.

After passing Resolution 8487, the Police Department proceeded to purchase the referenced 34 radios utilizing the HGAC contract for a total of \$365,618. The department also utilizes other Motorola services throughout the year, unrelated to the Radio Replacement project, and has incurred \$84,284 in additional expenses to date, which are already covered by the department's operating budget. These expenses are for both annual subscriptions to software products and planned legacy radio replacements. This has left the department with a total of \$449,902 in unpaid invoices to Motorola spanning from December 2024 to November 2025.

In order to pay these invoices, we must enter into a contract with Motorola and Sutter-Buttes to comply with City of Woodland Purchasing Code §3.32.040. As such, the Police Department is asking the council to authorize the City Manager to sign a contract with both Motorola and Sutter-Buttes, for

an amount not to exceed \$500,000. With the Council's approval, City staff will work to establish a contract for the approved amount so that the invoices can be paid expeditiously with the intent to avoid any interest or late fees.

After the one-time costs of purchasing the new radios have been closed out, the department will return to council with a new annual contract to cover all ongoing and future replacement costs related with the use of any Motorola products and services.

Conclusion: Staff recommends that the City Council adopt Resolution No. _____, to authorize the City Manager to enter into a contract for goods and services with Motorola Solutions, Inc. and their Manufacturing Representative, Sutter-Buttes Communication, not to exceed \$500,000.

Prepared by: Richard Perry, Management Analyst

Reviewed by: Ryan L. Kinnan, Chief of Police



Ken Hiatt
City Manager

Attachments:

1. Prior Resolution #8487, PD Radio Replacement Project
2. Motorola Solutions Customer Agreement
3. Proposed Resolution - Motorola Contract

RESOLUTION NO. 8487

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PURCHASE OF 34 PORTABLE RADIOS THROUGH A
COOPERATIVE PURCHASING ARRANGEMENT, APPROPRIATING \$225,488 IN
THE GENERAL FUND (FUND 1101), AND APPROPRIATING \$52,251 IN THE
PROPOSITION 172 FUND (FUND 1353)**

WHEREAS, the Police Department utilizes handheld or portable radios in their day-to-day duties to stay in constant communication with our dispatch center, other officers and neighboring agencies; and

WHEREAS, the radios have reached the end of their useful lives, are no longer supported by the manufacturer, and recent purchase of replacements have not been compatible with other department radios; and

WHEREAS, the City is utilizing the Houston-Galveston Area Council Radio Communications/ Emergency Response Equipment Contract (“Purchasing Contract”) #RA05-21 to comply with the procurement requirements of the purchase; and

WHEREAS, the Police Department has identified various funding sources to complete the purchase and implementation of the radio replacement project; and

WHEREAS, the Police Department has submitted a claim to the State of California and will be receiving reimbursement in the amounts of \$114,470.00 and \$110,978.00 for SB-80 that will help offset the budget appropriation; and

WHEREAS, the Police Department is requesting that City Council authorize a budget appropriation of \$225,488.00 to the General Fund (Fund 1101), and an appropriation of \$52,251.00 to the Proposition 172 Fund (Fund 1353) to assist with this purchase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Woodland, based on the facts in the staff report, as follows:


SECTION 1. Approve the purchase of 34 portable radios utilizing the Houston-Galveston Area Council Radio Communications/ Emergency Response Equipment Contract (“Purchasing Contract”) #RA05-21.

SECTION 2. Authorize a budget appropriation of \$225,488.00 to the General Fund (Fund 1101).

SECTION 3. Authorize a budget appropriation of \$52,251.00 to the Proposition 172 Fund (Fund 1353)

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 20th day of May 2025 by the following vote:

AYES: Members Moreno, Garcia-Cadena, Vega, Stallard and Mayor Lansburgh
NOES: None
ABSENT: None
ABSTAIN: None



Rich Lansburgh, Mayor

ATTEST:



Sarah Lansburgh, CMC, City Clerk

APPROVED AS TO FORM:



Ethan Walsh, City Attorney

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Delivery**” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“**Service Completion Date**” means the date of Motorola’s completion of the Services described in a Proposal.

“**Service Use Data**” has the meaning given to it in the DPA.

“**Site**” or “**Sites**” means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“**Software-as-a-Service**” or “**SaaS**” means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“**Software System**” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“**Subscription**” means a recurring payment for Products, as set out in the Proposal.

“**Subscription Services**” or “**Recurring Services**” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“**Term**” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)
[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

- 3.4. **Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. **Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. **Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. **Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. **Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. **Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. **Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

- 4.1. **Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.
- 5. Payment, Invoicing, Delivery and Risk of Loss**
- 5.1.** The Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. **Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. **Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. **Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. **Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____

Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____

Address: _____

Phone: _____

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES,

RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted

to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements: Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. **Disputes**. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be

binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives

of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR
GOODS AND SERVICES WITH MOTOROLA SOLUTIONS, INC. AND THEIR
MANUFACTURING REPRESENTATIVE, SUTTER-BUTTES
COMMUNICATION, NOT TO EXCEED \$500,000**

WHEREAS, City Council previously passed Resolution No. 8487 approving the purchase of 34 radios from Motorola; and

WHEREAS, a contract was invertedly not authorized for signature in the previous resolution with Motorola and Sutter-Buttes.

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

SECTION 1. The City Manager is hereby authorized to enter into a contract for goods and services with Motorola Solutions, Inc. and their Manufacturing Representative, Sutter-Buttes Communication, for an amount not to exceed \$500,000.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 20th day of January 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Marissa Kersey, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: I.12
SUBJECT: City Council Meeting Minutes of November 18, 2025.

Recommendation for Action: Staff recommends the City Council adopt the minutes of the Joint Special and Regular City Council/Woodland Finance Authority Meetings of December 8 and 16, 2025.



Ken Hiatt
City Manager

Attachments:

1. December 9, 2025 Draft Minutes
2. December 16, 2025 Draft Minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



CITY OF
WOODLAND
CALIFORNIA

Regular Meeting Minutes

Tuesday, December 9, 2025

6:00 PM

City Council

JOINT SPECIAL CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:01 PM.

B. ROLL CALL

At the initial roll call vote, Councilmember Vega was absent. Councilmember Vega arrived before Council moved on to the next agenda item.

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

Absent: None.

Excused: None.

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Lansburgh.

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.

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

2. 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.

F. PRESENTATIONS

3. SUBJECT: Yolo LAFCo Presentation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from Yolo LAFCo.

Executive Officer Christine Crawford and Deputy Executive Officer JD Trebec of Yolo LAFCo provided a presentation and answered questions from Council. Mayor Lansburgh invited public comment. No public comment was received.

G. CONSENT CALENDAR

Councilmember Garcia-Cadena requested that item G.6. be removed from the Consent Calendar for further discussion. Public Works Director, Craig Locke, provided more information and answered questions from Council regarding the item.

Mayor Lansburgh invited public comment. Speaking from the public was James Vorhees. No further public comment was received.

On a motion by Mayor Pro Tem Stallard, seconded by Councilmember Vega and carried on a 5-0 vote, Council Members approved Consent Calendar items No. 4 through 8.

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

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

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

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

5. SUBJECT: City Council Meeting Minutes of November 18, 2025.

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of November 18, 2025.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of November 18, 2025.

6. SUBJECT: Request for a Supplemental Appropriation to Complete the Upfit for Replacement Fleet Vehicle 2-108 (Authorized Under Resolution No. 8543)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. ____ to:

1. Authorize a supplemental appropriation of \$15,000 from the Sewer (2220) reserve balance into the Equipment Replacement Fund (2012) to complete the upfit for replacement fleet vehicle 2-108 purchased under Resolution No. 8543;
2. Authorize the appropriation of the same \$15,000 within the Equipment Replacement Fund (2012) for the upfit of vehicle 2-108; and
3. Authorize the Fleet and Facilities Manager to proceed with the revised upfit through Knapheide's authorized distributor and take all necessary actions to complete the vehicle build.

Approved Resolution No. 8593 to: 1. Authorize a supplemental appropriation of \$15,000 from the Sewer (2220) reserve balance into the Equipment Replacement Fund (2012) to complete the upfit for replacement fleet vehicle 2-108 purchased under Resolution No. 8543; 2. Authorize the appropriation of the same \$15,000 within the Equipment Replacement Fund (2012) for the upfit of vehicle 2-108; and 3. Authorize the Fleet and Facilities Manager to proceed with the revised upfit through Knapheide's authorized distributor and take all necessary actions to complete the vehicle build.

7. SUBJECT: Create New Capital Improvement Project, the 2027 Water & Sewer Replacement Project, CIP 26-02, Appropriate Project Funding, and Approve Design Agreement with Laugenour and Meikle, Inc., for the 2027 Water & Sewer Replacement Project, CIP 26-02

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

1. Create a Capital Improvement Project for the 2027 Water & Sewer Replacement Project, CIP 26-02;
2. Appropriate \$228,000 from the Water Enterprise Fund, Fund 2210, into CIP 26-02;
3. Appropriate \$200,000 from the Sewer Enterprise Fund, Fund 2220, into CIP 26-02; and
4. Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle, Inc., in the amount of \$332,700 for design of the 2027 Water & Sewer Replacement Project, CIP 26-02, and authorize a contingency of up to 10% (\$33,270).

Adopted Resolution No. 8594 to: 1. Create a Capital Improvement Project for the 2027 Water & Sewer Replacement Project, CIP 26-02; 2. Appropriate \$228,000 from the Water Enterprise Fund, Fund 2210, into CIP 26-02; 3. Appropriate \$200,000 from the Sewer Enterprise Fund, Fund 2220, into CIP 26-02; and 4. Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle, Inc., in the amount of \$332,700 for design of the 2027 Water & Sewer Replacement Project, CIP 26-02, and authorize a contingency of up to 10% (\$33,270).

8. SUBJECT: License Agreement with BZ-Bee Pollination for Bee Storage Yards

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a License Agreement with BZ-Bee Pollination, Inc. for Bee Storage Yards on portions of City-owned property.

Adopted Resolution No. 8595 , authorizing the City Manager to enter into a License Agreement with BZ-Bee Pollination, Inc. for Bee Storage Yards on portions of City-owned property.

H. REPORTS OF THE CITY MANAGER

9. SUBJECT: Rotation of Mayor and Mayor Pro Tempore

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the following year, effective at the first regular meeting in December 2025.

City Clerk Marissa Kersey presented the item.

Mayor Lansburgh invited public comment. Speaking from the public was James Vorhees. No further public comment was received.

Mayor Lansburgh provided comments on his term as Mayor.

On a motion by Councilmember Garcia-Cadena seconded by Councilmember Moreno and carried on a 5-0 vote, Council Members designated the Council Members to serve as Mayor and Mayor Pro Tempore for the following year, effective at the first regular meeting in December 2025.

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

I. ADJOURN

The Council provided comments of appreciation to Mayor Lansburgh.

Meeting adjourned at 6:50PM in memory of Kenny Kinser.

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



CITY OF
WOODLAND
CALIFORNIA

Regular Meeting Minutes

Tuesday, December 16, 2025

6:00 PM

City Council

CITY COUNCIL

CLOSED SESSION

5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation (Sec. 54956.9)
Name of Case: Mark Baker v. City of Woodland (Yolo County Superior Court Case No. CV 2025-3624)

JOINT REGULAR CITY COUNCILWOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:02PM.

D. ROLL CALL

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

Absent: None.

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Westley Schroeder.

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

F. COMMUNICATIONS - PUBLIC COMMENT

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

Identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

2. SUBJECT: General Public Comments

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

Mayor Stallard invited public comment. Speaking from the public was James Vorhees and Jamie Seibel. No further 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. CONSENT CALENDAR

Councilmember Garcia-Cadena provided comments on item 4.

Mayor Stallard invited public comment. Speaking from the public was James Vorhees. No further public comment was received.

On a motion by Councilmember Lansburgh, seconded by Mayor Pro Tem Vega and carried on a 5-0 vote, Council Members approved Consent Calendar items No. 4 through 12.

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

4. SUBJECT: Main Street Complete Streets CIP 22-13; Approve Consultant Contract

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to authorize the City Manager to negotiate and execute a consultant services contract with Bennett Engineering Services in an amount not to exceed \$332,000 and authorize a contract contingency up to 10% (\$33,200) of the agreement amount for the Main Street Complete Streets Project CIP 22-13.

Adopt Resolution No. 8596, to authorize the City Manager to negotiate and execute a consultant services contract with Bennett Engineering Services in an amount not to

exceed \$332,000 and authorize a contract contingency up to 10% (\$33,200) of the agreement amount for the Main Street Complete Streets Project CIP 22-13.

5. SUBJECT: Commission on Aging Meeting Minutes for September 18, 2025

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive the September 18, 2025 Commission on Aging meeting minutes.

Received the September 18, 2025 Commission on Aging meeting minutes.

6. SUBJECT: Safety Action Plan CIP 25-03; Approve Consultant Contract

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services contract with Fehr & Peers, in the amount of \$200,000 and authorize the City Manager to execute the agreement and amendments as necessary up to 10% (\$20,000) of the agreement amount for the Safety Action Plan CIP 25-03.

Adopted Resolution No. 8597, to approve a consultant services contract with Fehr & Peers, in the amount of \$200,000 and authorize the City Manager to execute the agreement and amendments as necessary up to 10% (\$20,000) of the agreement amount for the Safety Action Plan CIP 25-03.

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

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the minutes from the October 27, 2025, Parks and Recreation Commission Meeting.

Received the minutes from the October 27, 2025, Parks and Recreation Commission Meeting.

8. SUBJECT: Spring Lake Maintenance and Prudler CFD Annual Accountability Reports

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Spring Lake Maintenance and Prudler Community Facilities District Local Agency Special Tax and Bond Accountability Reports for the Fiscal Year Ended June 30, 2025.

Accepted the Spring Lake Maintenance and Prudler Community Facilities District Local Agency Special Tax and Bond Accountability Reports for the Fiscal Year Ended June 30, 2025

9. SUBJECT: Seventh Amendment to the Security Professional Service Agreement with Allied Universal Security Services for Woodland Public Library

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, authorizing the City Manager to execute the seventh amendment to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library.

Adopted Resolution No. 8598, authorizing the City Manager to execute the seventh amendment to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library.

10. SUBJECT: Second Amendment to the Operating Agreement with Woodland Opera House, Incorporated

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, authorizing the City Manager to execute the Second Amendment to the Operating Agreement with Woodland Opera House, Incorporated.

Adopt Resolution No. 8599, authorizing the City Manager to execute the Second Amendment to the Operating Agreement with Woodland Opera House, Incorporated.

11. SUBJECT: Fiscal Year 2024/25 AB1600 Annual Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, accepting the AB1600 Annual Report for the year ended June 30, 2025.

Adopt Resolution No. 8600, accepting the AB1600 Annual Report for the year ended June 30, 2025.

12. SUBJECT: Approval of Job Description for Utilities Engineering Manager and Updated Salary Schedule

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. ____, approving the Job Description for the Utilities Engineering Manager, authorizing changes to the Approved Full-Time Equivalent Listing, and updating the Salary Schedule.

Approve Resolution No. 8601, approving the Job Description for the Utilities Engineering Manager, authorizing changes to the Approved Full-Time Equivalent Listing, and updating the Salary Schedule

I. REPORTS OF THE CITY MANAGER

13. SUBJECT: Woodland Cemetery

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) receive an update on Woodland Cemetery operations and maintenance, and 2) provide direction to staff on future actions to help balance the operations and maintenance budget for the facility.

City Manager Ken Hiatt introduced the item. Community Services Director Christine Ferrara and Management Analyst Jenna Moncrief presented the item and answered questions from Council.

Mayor Stallard invited public comment. Speaking from the public was James Vorhees. No further public comment was received.

City Council received an update on Woodland Cemetery operations and maintenance, and provided direction to staff to come back later in the year with additional information and updates on the cemetery.

14. SUBJECT: Measure F Annual Report for the Fiscal Year Ending June 30, 2025

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Measure F Annual Report for Fiscal Year ending June 30, 2025, and direct staff to publish the required excerpts from the report in the Daily Democrat and on the City's website.

City Manager Ken Hiatt introduced the item. Administrative Services Director Kim McKinney presented items 14 and 15 and answered questions from Council.

Mayor Stallard invited public comment on items 14 and 15. No public comment was received.

On a motion by Mayor Pro Tem Vega, seconded by Councilmember Garcia-Cadena and carried on a 5-0 vote, Council Members approved the Measure F Annual Report for Fiscal Year ending June 30, 2025, and directed staff to publish the required excerpts from the report in the Daily Democrat and on the City's website.

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

15. SUBJECT: Annual Measure R Report for Fiscal Year Ending June 30, 2025

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Annual Report for Measure R for the Fiscal Year ending June 30, 2025, and direct staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

On a motion by Mayor Pro Tem Vega, seconded by Councilmember Garcia-Cadena and carried on a 5-0 vote, Council Members approved the Annual Report for Measure R for the Fiscal Year ending June 30, 2025, and directed staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

16. SUBJECT: Revision to Council Committee Assignments

RECOMMENDATION FOR ACTION: Staff recommends that the Council approve the attached City Council Assignments for 2026.

Mayor Stallard introduced the item and opened the floor to public comment. No public comment was received.

On a motion by Mayor Stallard, seconded by Councilmember Moreno and carried on a 5-0 vote, Council Members approved the City Council Assignments for 2026.

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

17. SUBJECT: City Council Meeting Schedule for 2026

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve its meeting schedule for 2026.

City Manager Ken Hiatt introduced the item. Mayor Stallard opened the floor to public comment. No public comment was received.

On a motion by Councilmember Lansburgh, seconded by Councilmember Garcia-Cadena and carried on a 5-0 vote, Council Members approved its meeting schedule for 2026.

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

J. ADJOURN

Meeting adjourned at 6:59 PM in memory of Marilyn Shultz.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: I.13
SUBJECT: Affordable Housing Bond

Recommendation for Action: Staff recommends that the City Council authorize staff to send letters of support for AB 736 and SB 417, the parallel bills to place an affordable housing bond measure before voters in June 2026.

Staff Contact:

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

Background:

The City of Woodland, a recently designated Prohousing jurisdiction, has taken many steps to facilitate and encourage the development of housing in our community, including affordable housing. These include investments from our Affordable Housing Fund as well as recent land use and zoning updates. However, state-level funding to make affordable housing financially feasible has not kept pace. The Department of Housing and Community Development's most recent \$576 million notice of funding availability received requests of \$3.6 billion from affordable housing developers, an oversubscription of 6:1. This represents 15,000 permitted, shovel-ready affordable housing units whose only barrier to construction is a lack of state funding.

Discussion:

In response to this need, legislators in the State Assembly (AB 736, Wicks) and State Senate (SB 417, our own Senator Christopher Cabaldon) are advancing two parallel bills with the same name and the same goal to place a bond measure before voters.

If approved, the 2026 Affordable Housing Bond Act would place a \$10 billion affordable housing bond on the June 2026 ballot to fund affordable housing development for the following four years. The bond would fund:

- \$5 billion for the Multifamily Housing Program (MHP) and an additional \$1.70 billion for funding supportive housing, including for capitalized operating subsidy reserves
- \$800 million for preservation through the Portfolio Reinvestment Program,
- \$500 million for the Community Anti-Displacement and Preservation Program (CAPP)
- \$1 billion for CalHome and home purchase assistance programs
- \$250 million for the Tribal Housing Grant Program
- \$350 million for the Joe Serna, Jr. Farmworker Housing Grant Program
- \$400 million for the Infill Infrastructure Grant Program

Advocates estimate that these resources will facilitate the construction of almost 42,000 new units of deeply affordable housing, help preserve or rehabilitate 5,500 homes, and make homeownership possible for more than 13,000 low-income households. The new construction rental housing funds will be leveraged with private, federal, and local funds at a ratio of more than 4:1.

Conclusion:

Staff recommends that the City Council authorize staff to send letters of support for AB 736 and SB 417, the parallel bills to place an affordable housing bond measure before voters in June 2026.



Ken Hiatt
City Manager

Attachments:

1. City of Woodland SB 417 Housing Bond Support
2. City of Woodland AB 736 Housing Bond Support



January 20, 2026

Subject: Support for 2026 Affordable Housing Bond

Senator Christopher Cabaldon
Chair, Senate Budget Subcommittee 4
1021 O Street Suite #7320
Sacramento, CA 95814

The Woodland City Council writes in strong support of the Affordable Housing Bond Act of 2026.

Currently, California has a shortage of 1.2 million homes affordable to lower-income households, and roughly 180,000 people experience homelessness on any given night. Thanks to recent land use and zoning laws passed by the State Legislature and local jurisdictions like Woodland, the environment for permitting new affordable housing has never been more favorable. Unfortunately, the funding to make subsidized housing financially feasible has not kept pace.

Historically, the state has used voter-approved General Obligation bonds to fund the construction and rehabilitation of affordable housing. However, the \$3 billion in funding authorized by the Veterans and Affordable Housing Bond Act of 2018 was fully allocated by the end of 2024. Additionally, the Governor's January budget proposal does not allocate funding for the state's affordable housing and homelessness programs. Without additional state resources, we cannot draw down unlimited 4% federal Low-Income Housing Tax Credits, leaving billions of dollars of assistance on the table.

The 2026 Affordable Housing Bond Act would place a **\$10 billion** affordable housing bond on the June 2026 ballot to fund affordable housing development for the following four years. The bond would fund:

- **\$5 billion** for the Multifamily Housing Program (MHP) and an additional **\$1.70 billion** for funding supportive housing, including for capitalized operating subsidy reserves
- **\$800 million** for preservation through the Portfolio Reinvestment Program,
- **\$500 million** for the Community Anti-Displacement and Preservation Program (CAPP)
- **\$1 billion** for CalHome and home purchase assistance programs
- **\$250 million** for the Tribal Housing Grant Program
- **\$350 million** for the Joe Serna, Jr. Farmworker Housing Grant Program
- **\$400 million** for the Infill Infrastructure Grant Program

These resources will facilitate the construction of almost 42,000 new units of deeply affordable housing, help preserve or rehabilitate 5,500 homes, and make homeownership possible for more than 13,000 low-income households. The new construction rental housing funds will be leveraged with private, federal, and local funds at a ratio of more than 4:1.

We thank you for your leadership on this issue and urge the legislature to support this critical initiative.

Signed on behalf of the City Council,

Tom Stallard
Mayor

Tania Garcia-Cadena
Mayor Pro Tempore

David Moreno
Councilmember

Mayra Vega
Councilmember

Rich Lansburgh
Councilmember



January 20, 2026

Subject: Support for 2026 Affordable Housing Bond

Assemblymember Buffy Wicks
Chair, Assembly Appropriations Committee
1021 O Street, Suite 8220
Sacramento, CA 95814

The Woodland City Council writes in strong support of the Affordable Housing Bond Act of 2026.

Currently, California has a shortage of 1.2 million homes affordable to lower-income households, and roughly 180,000 people experience homelessness on any given night. Thanks to recent land use and zoning laws passed by the State Legislature and local jurisdictions like Woodland, the environment for permitting new affordable housing has never been more favorable. Unfortunately, the funding to make subsidized housing financially feasible has not kept pace.

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- **\$400 million** for the Infill Infrastructure Grant Program

These resources will facilitate the construction of almost 42,000 new units of deeply affordable housing, help preserve or rehabilitate 5,500 homes, and make homeownership possible for more than 13,000 low-income households. The new construction rental housing funds will be leveraged with private, federal, and local funds at a ratio of more than 4:1.

We thank you for your leadership on this issue and urge the legislature to support this critical initiative.

Signed on behalf of the City Council,

Tom Stallard
Mayor

Tania Garcia-Cadena
Mayor Pro Tempore

David Moreno
Councilmember

Mayra Vega
Councilmember

Rich Lansburgh
Councilmember



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: J.14
SUBJECT: Approve Lease Agreement between the City of Woodland and Woodland Soccer Club

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ approving a Lease Agreement between the City of Woodland and Woodland Soccer Club regarding the use of City Property.

Staff Contact:

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

Fiscal Impact:

There is no anticipated impact to the General Fund. The Agreement includes an obligation for both the City and the Woodland Soccer Club (WSC) to fund reconstruction of a well at the Sports Park to irrigate the new fields. Funding is included in the capital budget under CIP #26-05. The capital budget includes \$160,000 in Parks SLIF funding (fund 640) and \$160,000 in Capital Projects funding (fund 501). Fund 501 accounts for pass-through funding that would be reimbursed by WSC and the Woodland Recreation Foundation (WRF), on behalf of the Woodland Girls Fastpitch Softball Association (WGFSA). Under the Agreement, WSC is obligated to pay 25% of the cost of the well in an amount not to exceed \$50,000. The City does not yet have an agreement with the WRF, but we anticipate requiring them to also fund 25% of the well improvement costs. If the well work exceeds \$400,000, then the agreement allows for the City to not proceed with the well reconstruction work. In addition, the Agreement stipulates that the City shall pay for the Yolo Habitat Conservation Plan fees. The City would eventually have to pay for these fees as the site is developed in the future. It is anticipated that these fees will be approximately \$100,000, which is not currently in the project budget. The project funding may need to be revised prior to award of a construction contract for the well, in addition to the cost of the habitat fees.

Background

The City has been working with various community groups to add additional recreational amenities at the Sports Park. Previously, the City entered into agreements with the Woodland Tennis Club as well as the Woodland Recreation Foundation (on behalf of Woodland Girls Fastpitch) that affirmed allocation of land within the Sports Park to assist the groups' in their efforts to raise funds to construct the improvements. Most recently, the WSC approached the City with a desire to lease the portion of the Sports Park identified for future soccer fields to accommodate their growing youth programs.

Discussion

The WSC currently has 612 players on 41 teams, and they are in need of additional field space for practice, games, and to host tournaments. Their proposal is to construct the fields and maintain them for the fifteen-year term of the lease. Their proposed layout includes two full-size soccer fields and two smaller fields for younger kids. Their concept layout also includes parking for approximately 80 vehicles. The current schedule anticipates construction of the well in the next 6–8 months, followed by field construction in the late summer and fall of this year. The Agreement requires the City to construct and maintain the well. However, WSC will need to make annual payments to the City of \$10,000 for the cost of maintaining the well, and they will need to pay for any electricity that is used

to operate the well. When the softball fields are constructed in the southeastern corner of the Sports Park, it is anticipated that they will also use the well and share in the cost of operating the well. Other than the well costs, the City will not be charging WSC for the use of the site.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ approving the Lease Agreement between the City of Woodland and Woodland Soccer Club regarding the use of City Property.

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



Ken Hiatt
City Manager

Attachments:

1. Sports Park Master Plan - New Soccer Fields Location
2. WSC Proposed Natural Turf Field
3. Woodland - Agr re Soccer Field Improvements Use (WSC) DRAFT-c1 1-14-26
4. Proposed Resolution - Woodland Soccer Club Ground Lease



SPORTS PARK DRIVE

EAST STREET

FUTURE SKATE PARK

LAP POOL
POOL BLDG

FUTURE TENNIS COMPLEX

Existing Concessions

Existing Restrooms

Existing Field B

11

12

17

FUTURE SOCCER FIELDS

Existing Sign

WOODLAND COMMUNITY AND SENIOR CENTER

12

2

Existing Playground
Existing Yolo Federal Field

Existing Field D

5

FUTURE BIKE TRAIL
FUTURE MATMOR ROAD

Sports Park Property

Existing Parking

3

Existing Woodland Healthcare Field

Existing Field E

4

4

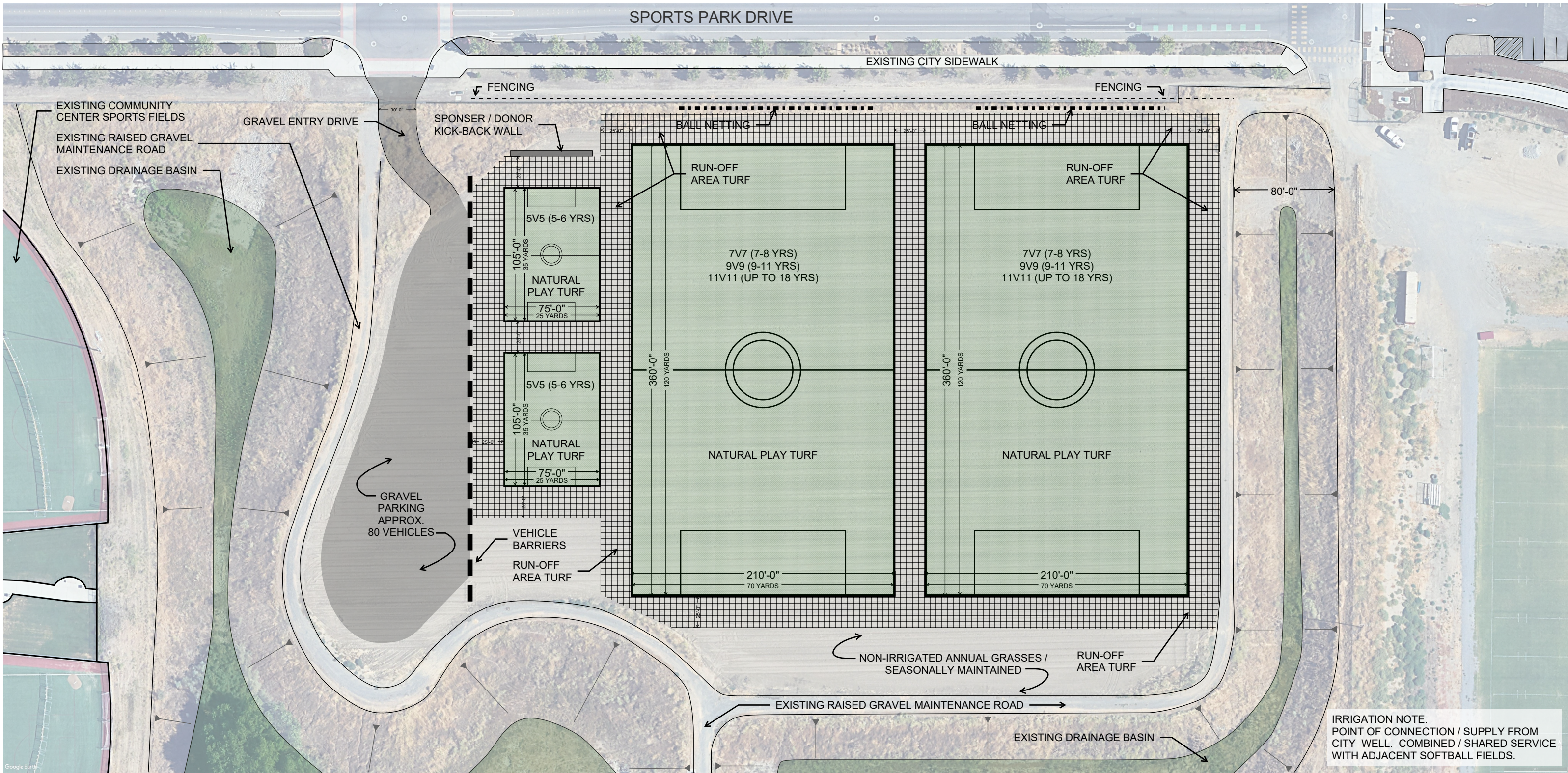
6

Existing Dog Park

Existing Maintenance Building

3





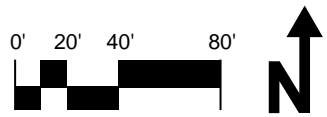
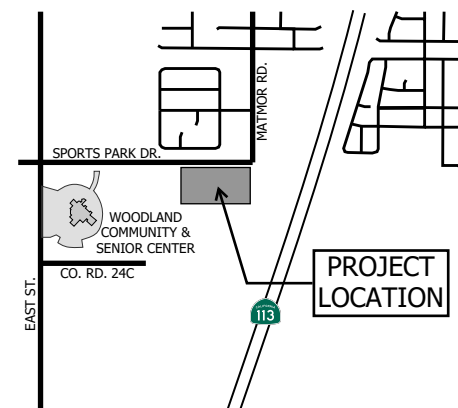
IRRIGATION NOTE:
 POINT OF CONNECTION / SUPPLY FROM
 CITY WELL. COMBINED / SHARED SERVICE
 WITH ADJACENT SOFTBALL FIELDS.



Woodland Soccer Club

1059 Court St Suite 108 Woodland, CA 95695
 info@woodlandsoccerclub.com
 woodlandsoccerclub.com

PROPOSED SOCCER FIELDS -NATURAL TURF- CONCEPTUAL LAYOUT



05/24/2024

1 OF 1

**LEASE AGREEMENT BETWEEN THE CITY OF
WOODLAND AND WOODLAND SOCCER CLUB
REGARDING THE USE OF CITY PROPERTY**

This Lease Agreement (“Agreement”) is made and entered into this ___ day of _____, 2026 (“Effective Date”), by and between the City of Woodland, a California municipal corporation (“City”), and Woodland Soccer Club, a California nonprofit public benefit corporation (“WSC” or “Lessee”), for the use of certain portions of City property described herein for the purpose of operating a soccer program. City and WSC are individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, City owns certain real property in the City of Woodland, County of Yolo, State of California, located at County Assessor’s Parcel Number 041-080-002, more particularly shown in **EXHIBIT A**, attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, the City is authorized to grant use of the Property for the benefit of the public, subject to terms and conditions; and

WHEREAS, Woodland Soccer Club is an established California nonprofit public benefit corporation founded and existing in the City that organizes, manages, and provides educational programs to develop, teach, promote, and administer soccer to boys and girls under nineteen years old in the City, region, and beyond; and

WHEREAS, WSC programs provide public benefits including, but not limited to, promotion of sport, outdoors, and physical activity, unique community events for participants, attendees, and the community, beneficial social, physical, and emotional connectivity opportunities for participants, and overall commercial activity associated with each event; and

WHEREAS, City wishes to grant WSC use of the Property for WSC programs to the benefit of the public; and

WHEREAS, WSC wishes to make certain improvements to the Property for their programs and the broader community’s use; and

WHEREAS, execution of this Agreement and the underlying project requires no further environmental review or mitigation pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., where all potential environmental impacts from the use of and improvement to the Property were previously analyzed and mitigated in the environmental impact report for the City’s 2035 General Plan (SCH 2013032015) and further analyzed and mitigated in the initial study for the City’s annexation of the Property, copy of which is available at the City Planning Department, parties will comply with all such underlying mitigation measures including but not limited to obtaining Yolo Habitat Conservation Plan clearance, and no substantial changes to the project, no substantial changes to the circumstances, and no new information has come to light meriting further environmental review thereby it is exempt under Section 21166 and,

in the alternative and for the same reasons, is also exempt under CEQA Guidelines section 15183; and

WHEREAS, Parties wish to memorialize the terms and conditions for WSC to use and improve the Property.

AGREEMENT

NOW, THEREFORE, in accordance of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. **RECITALS.** The recitals above, and exhibits and definitions incorporated therein, are hereby incorporated herein in full.

2. **TERM.** This term of this Agreement shall commence on the Effective Date above and terminate on the first to occur of (“Term”)
 - 2.1 Fifteen (15) years.
 - 2.2 Parties mutually agree in writing to terminate the Agreement.
 - 2.3 WSC is in material breach of the Agreement and fails to cure following City’s thirty (30) calendar days’ notice of breach and order to cure.

3. **CONSIDERATION.** Parties agree that the Property improvements and payments discussed herein to be provided by WSC pursuant to this Agreement, WSC maintenance and monitoring of the Property, and the public benefit that WSC programs bring to the City is reasonable and adequate consideration for the Property use granted to WSC by the City. The City shall not charge an additional lease fee for use of the Property by WSC. There is no prohibited gift of public funds as the goods and services provided to the community by WSC pursuant to this Agreement is sufficient consideration for this grant of use of the City’s property.

4. **TERMS OF USE OF PROPERTY.**
 - 4.1 This Agreement is a lease granted to WSC for the sole purpose of improving and using the Property for WSC programs. City grants WSC use of Property for such use. City retains the right and may enter the Property at any time for any purpose.
 - 4.2 Property Use. WSC may only use the Property from 6:00 a.m. to sunset, seven (7) days a week. WSC may only use the Property for soccer-related activities (e.g. soccer games, clinics, training, and tournaments). The City and WSC shall meet quarterly to discuss the scheduling for use of the Property. The City has the right to use the Property up to eighty (80) hours per year, including weekends.
 - 4.3 Limited Sub-Lease of Property. WSC is prohibited from renting out or otherwise granting access or control of the Property to any other entity for any period of time except where such sub-lease conforms the terms of use provided in this Agreement (hours, access, insurance,

etc.) and is for youth-related programming. Any sublessor shall be required to carry the same insurance as required below for WSC.

4.4 Property Maintenance and Repair. WSC shall obtain, provide, and maintain all necessary equipment to maintain the Property in good working order for the uses anticipated by this Agreement. WSC shall be responsible for keeping the Property in a clean and safe condition at all times. WSC shall be responsible for all repairs and maintenance to the Property as necessary, except for repairs caused by damage resulting from City use. WSC shall repair and maintain the Property in compliance with **Exhibit C**, attached hereto and incorporated herein by reference.

4.5 Security. Parking lot to the Property shall be locked when not in use by WSC. A copy of keys for any lock on the Property shall be provided to the City prior to locks being placed on the Property.

4.6 Staff. WSC may utilize a combination of volunteers, staff, and other agents in its execution of the task contemplated by this Agreement and use of the Property. WSC shall comply with all laws and regulations as to their utilization, including but not limited to Labor Code section 1720.4 related to volunteers, and remain solely responsible for all volunteers, staff and other agents actions, as further provided in the indemnification provided below.

4.7 Fees. WSC may charge a reasonable fee for its events.

4.8 Signage. WSC may install an entry sign at the entrance to the Property. The placement, size, wording and design of the sign must be approved by City Community Development Director, or designee, in writing prior to installation. No more than four (4) sponsorship banners at a time may be installed on the fence of the facility. The sponsorship banners must face the inside of the facility and have a single, solid color facing Sports Park Drive.

4.9 Storage Units. WSC may place up to two storage units on the Property. The location, size, and color of the storage unit must be approved by City Community Development Director, or designee, in writing prior to placement. The storage unit must be a single solid color. The storage unit must be kept in good repair (painted, no graffiti, etc.).

4.10 Utilities. WSC shall pay for the cost of electric service and water service to the Property.

4.11 Solid Waste and Recyclables. Solid waste and recyclable services covered under the City's franchise agreement will be extended to the Property. Any charges over the City's regular, routine service charge under the franchise agreement will be billed to WSC (i.e. contaminated loads, excess trash). WSC shall be responsible for maintaining and amending trash/recycle containers for servicing by Waste Management, if necessary for routine service.

4.12 Portable Toilets. WSC will be responsible for the cost and placement of portable toilets. Portable toilets must be rented for all tournaments unless waived by the City in writing

prior to a tournament. If used, portable toilets must be safely secured to prevent tipping over. Any sanitary sewer overflows must be cleaned up within two hours by WSC.

4.13 Alcohol Not Permitted. WSC shall not keep or permit the consumption of alcoholic beverages on the Property at any time, including in the parking lot.

4.14 Property Closure. City may close Property for emergency maintenance or repairs without prior notice to WSC, provided that the City shall provide notice as soon as reasonably practicable of any necessary emergency closure.

4.15 Food Sales. Food sales are generally permitted on the Property. No permanent food sale shall be allowed. No more than two food trucks/carts/stands are permitted at a time on the Property. Additional food trucks/carts/stands may be approved on a case-by-case basis so long as prior written approval is acquired by the City. Food trucks/carts/stands are prohibited from parking on Sports Park Drive unless prior approval is granted in writing by the City. Food trucks/carts/stands may be closed down at any time by the City without prior notice and at the City's sole discretion (e.g. public complaint, illness concern). Snack bar sales by WSC are permitted and do not count in the food truck/cart/stand count. All vendors must have valid, active food vendor and business licenses, as applicable from the City and County.

4.16 Prohibited Uses on Property to be Enforced by WSC. Parties agree the following are expressly prohibited on the Property and it is the responsibility of WSC to enforce: barbeques, portable heaters, any device that uses propane, pets, vehicles parked overnight, tobacco, cigarettes, e-cigarettes, cigars, chew, alcohol, glass bottles and glass containers.

4.17 WSC shall comply with all mitigation measures applicable to the Property pursuant to the City's General Plan EIR (SCH 2013032015) and Annexation Initial Study, copy of which is available with the City Planning Department, as well as obtain a written clearance that the activities comply with the Yolo Habitat Conservation Plan. The City agrees to pay any applicable Habitat Conservation Plan fees.

5. PROPERTY IMPROVEMENTS.

5.1 Parties agree that an integral factor in City's agreeing to provide exclusive and priority use of the Property to WSC is the improvements WSC agrees to make to the Property. Any and all improvements and construction to the Property made pursuant to the terms of this Agreement shall become fixtures to the Property and the City's property at Lease termination, unless Parties mutually agree otherwise.

5.2 Improvements. Parties agree WSC shall make the improvements generally outlined in **EXHIBIT B**, attached hereto and incorporated herein by reference ("Improvements"). The designs provided in Exhibit B have not been thoroughly reviewed by the City and City expressly reserves the right to require changes to the plans. Exact plans and specifications for the Improvements shall be submitted to the City no later than one hundred and eighty (180) calendar days from the Effective Date. The plans and specification shall be subject to City approval via the City's established encroachment permit process, which such approval shall not be unreasonably withheld. WSC shall be responsible for paying any City plan check

and inspection costs and fees related to the design and construction of the improvement plans. Any modifications to the Property not approved by the City through the encroachment process and with the City's express written consent shall be at WSC's sole expense and risk/expense of modification or removal.

5.3 Well Construction and Maintenance. Prior to installation of the Improvements, City shall design and construct a replacement well or rehabilitate the existing well. WSC's obligations to construct any irrigation-related Improvements shall be conditioned on City completing the well improvements. The cost share of the well will be 50% paid for by the City, 25% paid for by the WSC (not to exceed \$50,000) and 25% paid for by the Woodland Recreation Foundation. The well cost shall include the costs for well design, demolition of the existing well (if required), staff project management and well construction or rehabilitation. Within thirty (30) days from the Effective Date, WSC shall pay \$25,000 towards the well costs. The City shall not initiate well design until this payment has been made to the City. Prior to initiating public bidding for the well construction contract, WSC shall pay for its estimated 25% cost share based on the City's design estimates at that time. Prior to Council contract award, WSC shall pay the revised 25% cost based on the actual bid amounts, or be refunded if the estimate was beyond the revised cost. The City shall not bid the well project unless the Improvement plans are complete and approved by the City. If costs go over \$400,000 City will reevaluate the well construction and may amend or cancel the work at its sole discretion. City shall be responsible for maintenance and repair of the well, once constructed. Should the well be constructed, WSC shall pay an annual fee of \$10,000.00, with no reconciliation, to the City to cover the cost of maintenance and such payment shall be made with 180 days of well completion and, thereafter, annually on or before February 1 each year.

5.4 WSC shall pay for and construct the Improvements, once approved. WSC is aware that work to complete the Improvements may be subject to prevailing wage and WSC is solely responsible for ensuring that the Improvements are completed in compliance with prevailing wage, the Labor Code, and any law or regulations related to the same. WSC expressly holds harmless and will indemnify and defend the City from any claims related to such. The WSC is responsible for providing power to the well location prior to the City bidding the well construction work.

5.5 WSC acknowledges that the City's storm drainage master plan includes modifying the Improvements' location to construct a future storm drainage pond. This plan would include excavation of the entire Improvements' plan site. It is anticipated that the City or a cooperating developer will construct the storm drainage pond 10-20 years from the Effective Date of this Agreement. At the City's discretion, the storm drainage pond may be designed to allow for the use of Property soccer fields at the bottom of the pond.

6. INSURANCE.

6.1 WSC shall obtain or require all contractors it directly engages pursuant to this Agreement to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to City during the term of this Agreement.

- (a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) (or such lesser amount as may be approved in writing by City). If such insurance contains a general aggregate limit, it shall apply separately to construction work authorized by this Agreement or be no less than two times the occurrence limit and shall also name City, its officials, officers, employees, agents, and volunteers as additional insureds by endorsement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.
- (b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) each accident shall be maintained. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall contain the same provisions regarding additional insureds as set forth in Section 6.1.a. above.
- (c) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) each accident.
- (d) Property Insurance. All-risk property insurance covering the Property in the full value of the completed work.

6.2 Other insurance requirements. WSC shall:

- (a) Prior to taking any actions authorized by this Agreement, furnish City with properly executed certificates of insurance and endorsements or copies of insurance policies that evidence all insurance required in this section and that such insurance may not be canceled, allowed to expire, or be materially reduced in coverage except with thirty (30) days' prior written notice to City.
- (b) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to substantial completion of the work contemplated by this Agreement.
- (c) Maintain all insurance required herein through termination of this Agreement.
- (d) Place all insurance required herein with insurers licensed to do business in California and reasonably acceptable to City.

7. **INDEMNIFICATION**. WSC agrees to indemnify, defend (with counsel reasonably approved by City), and hold harmless the City, its authorized officers, agents, employees, members, volunteers, and participants from any and all claims, actions, losses, damages, and/or

liability arising out of WSC's obligations under this Agreement including the acts, errors, or omissions of any person and for any costs or expenses incurred by the City on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. WSC's indemnification obligation applies to the City's "active" as well as "passive" negligence but does not apply to the City's "sole negligence" or "willful misconduct" within the meaning of California Civil Code Section 2782.

8. NOTICE. Any notice, demand, request, consent, approval, or communication required by this Agreement or law shall be delivered at the following addresses. Whenever reasonably possible, Parties shall provide courtesy email copies of any communication. Either Party may change its address by notifying the other Party of the change of address.

CITY

City of Woodland
c/o City Manager
300 First Street
Woodland, California 95695

WOODLAND SOCCER CLUB

Woodland Soccer Club
c/o Shawn Seyk, Club President
2779 Garrett Place
Woodland, Ca 95776
President@woodlandsoccerclub.com

Courtesy Copy:

Best Best & Krieger LLP
c/o Woodland City Attorney
500 Capitol Mall, Ste. 2500
Sacramento, California

9. NO WAIVER. The delay or failure of either Party to require performance, compliance, or enforcement of any provision of this Agreement will not be deemed a waiver of those rights to require performance, compliance, or enforcement.

10. AMENDMENT. No provision of this Agreement may be amended or added to except by express written agreement of both Parties.

11. NO ASSIGNMENTS OR SUBCONTRACTS. WSC may not transfer, assign, or subcontract the provisions of this Agreement without the express written consent of City up to an including, as expressly written above, any lease or other use of the Property by any organization besides WSC.

12. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

13. SEVERABILITY. If any word, phrase, clause, sentence, paragraph, section, article, part, or portion of this Agreement is or shall be invalid for any reason, the same shall be deemed

severable from the remainder hereof and shall in no way affect or impair the validity of this Amendment or any other portion thereof.

14. INTERPRETATION AND VENUE. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. Any legal action shall be commenced in the Superior Court for the County of Yolo of the U.S. District Court for the Eastern District of California.

15. ATTORNEYS' FEES AND COSTS: If any legal action is instituted to enforce or declare any party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the City.

16. PUBLIC RECORDS DISCLOSURE, CONFIDENTIALITY. WSC expressly acknowledges that all City records are public records and subject to disclosure upon request, unless exempt, pursuant to the Public Records Act, Government Code section 7290.000 et seq. In the case of such a request for records related to the Agreement or WSC, City shall endeavor to give WSC reasonable notice and opportunity to justify withholding.

17. INDEPENDENT CONTRACTOR. WSC agrees that WSC, its officers, agents, employees, members, docents or volunteers while performing services pursuant to this Agreement will be acting as independent contractors and not as agents or employees of City. WSC is responsible for and must secure, at its own expense, any and all payment of wages, benefits, and taxes, including, but not limited to, Income Tax, Social Security, State Disability Insurance Compensation, and any other payroll deductions for WSC. This Agreement does not create an agency, employee, partnership, or joint venture between the City and WSC.

18. MATERIAL MISREPRESENTATION. If during the course of the administration of this Agreement, the City determines that the WSC has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, and the City has relied upon the information, this Agreement may be immediately terminated without notice. If this Agreement is terminated according to this provision, the City is entitled to pursue any available legal remedies.

19. COMPLIANCE WITH LAWS & NON-DISCRIMINATION. WSC shall comply with all state, federal, and local laws, orders, regulations, and ordinances including, but not limited to laws related to minimum hours and wages, occupational health and safety, fair employment and employment practices. WSC must not engage in, nor permit its officers, agents, employees, members, docents or volunteers to engage in discrimination of persons based upon their actual or perceived race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender, sexual orientation, veteran status, or any other status protected by law.

20. AUTHORIZATION. Parties to this Agreement represent that the signators executing this document are fully authorized to enter into this Agreement on behalf of the Party they represent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto on the Effective Date first above written.

CITY OF WOODLAND,
a California municipal corporation

WOODLAND SOCCER CLUB
a California nonprofit public benefit corporation

Ken Hiatt, City Manager

Shawn Seyk, President

APPROVED AS TO FORM

Ethan Walsh, City Attorney

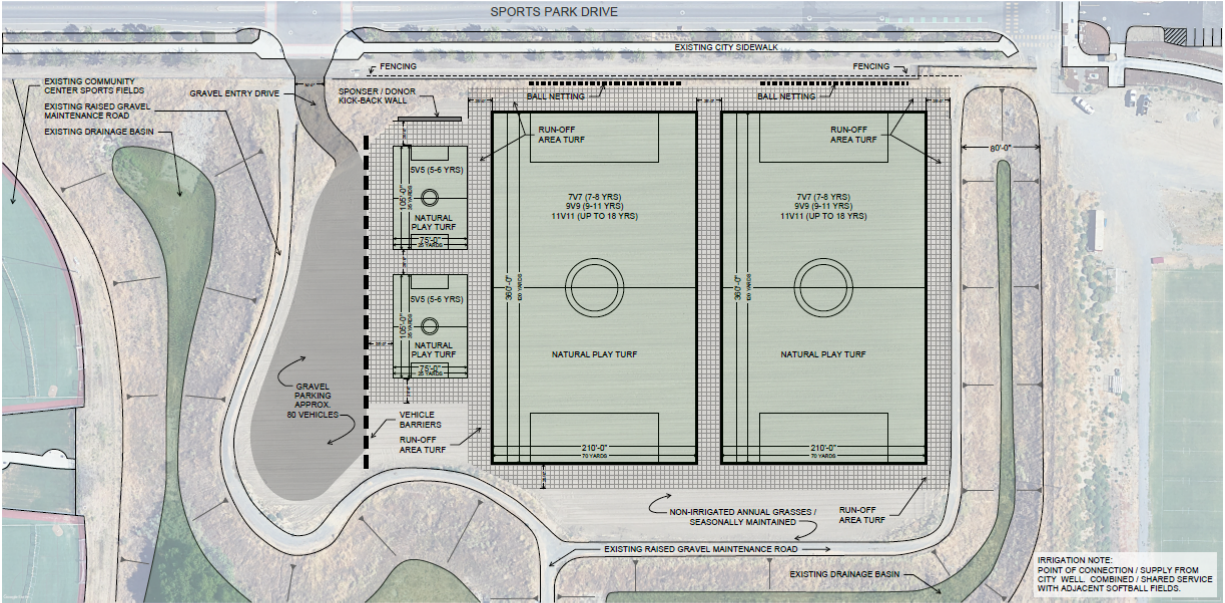
EXHIBIT A

Property Description

Northeastern section of APN 041-080-002 as shown in Exhibit B. Leased area is approximately 6.5 acres.

EXHIBIT B

Anticipated WSC Property Improvements



IRRIGATION NOTE:
 POINT OF CONNECTION / SUPPLY FROM
 CITY WELL. COMBINED / SHARED SERVICE
 WITH ADJACENT SOFTBALL FIELDS.



Woodland Soccer Club
 1059 Court St Suite 108 Woodland, CA 95695
 info@woodlandsoccerclub.com
 woodlandsoccerclub.com

**PROPOSED SOCCER FIELDS
 -NATURAL TURF-
 CONCEPTUAL LAYOUT**



0' 20' 40' 80' N

05/24/2024

1 OF 1

EXHIBIT C

Maintenance Standards

WSC shall perform maintenance of the Property, and ensure that a safe, sanitary, and clean environment is always maintained so that the Property, including all surfaces and contents may be used to the fullest extent, and for the longest duration possible. WSC shall be responsible for maintaining the Property in accordance with the following standards. This is a non-exhaustive list of WSC's maintenance responsibilities:

- 1) Property Soccer Fields. Property soccer field maintenance includes all actions reasonably necessary to keep the Property in safe and working condition for soccer activities including, but not limited to, grass watering management, fertilization, and pest and disease control on a regular basis. The fields shall be mowed weekly during the spring and summer, and as-needed during other months.
- 2) Trash. All trash receptacles shall be emptied by WSC on a regular basis. Trash shall be disposed of as needed during the week and daily on the weekends when there are games and/or tournaments. Extra fees incurred from Waste Management for improper trash disposal shall be billed to WSC.
- 3) Recyclable Goods. Containers for recyclables shall be maintained for mixed paper, cans, plastic, and glass. Containers for liquid material containers (such as soda cans and water bottles) shall have liners or bags inside of them and shall be emptied twice a week. Recyclable materials shall be disposed of in the recycling bins located at the Property. Cardboard boxes shall be broken down prior to disposal. Extra fees incurred from Waste Management for improper recycling disposal shall be billed to WSC.
- 4) Supplies. All Property marking chalk used shall be non-toxic. All chemicals used on the Property shall conform to industry standards for the type of application being used. All state requirements for pesticide and herbicide use shall be followed. City shall be provided with a Material Safety Data Sheet (MSDS) for each chemical used on the fields.
- 5) Property Security. The Property shall be closed, locked, and secured whenever the Property is vacant or unused.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF WOODLAND
AND WOODLAND SOCCER CLUB REGARDING THE USE OF CITY PROPERTY**

WHEREAS, the City Council wishes to provide adequate recreation facilities for residents of the City; and

WHEREAS, the City has available land but does not have sufficient funding to construct additional soccer fields; and

WHEREAS, the Woodland Soccer Club has the resources available to construct and maintain additional soccer fields; and

WHEREAS, the Woodland Soccer Club has worked with staff to negotiate an agreement to lease the existing land and construct new soccer fields; and

WHEREAS, the Agreement includes provisions for the City to design and construct a well at the Sports Park and there are funds approved in the capital budget for this purpose in CIP 26-05; and

WHEREAS, execution of this Agreement and the underlying project requires no further environmental review or mitigation pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., where all potential environmental impacts from the use of and improvement to the Property were previously analyzed and mitigated in the environmental impact report for the City's 2035 General Plan (SCH 2013032015) and further analyzed and mitigated in the initial study for the City's annexation of the Property, copy of which is available at the City Planning Department, parties will comply with all such underlying mitigation measures including but not limited to obtaining Yolo Habitat Conservation Plan clearance, and no substantial changes to the project, no substantial changes to the circumstances, and no new information has come to light meriting further environmental review thereby it is exempt under Section 21166 and, in the alternative and for the same reasons, is also exempt under CEQA Guidelines section 15183; and

WHEREAS, the City Council wishes to approve the Lease Agreement between the City of Woodland and Woodland Soccer Club regarding the use of City Property through adoption of this Resolution.

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

SECTION 1. The City Council hereby approves the Lease Agreement between the City of Woodland and Woodland Soccer Club regarding the use of City Property and authorizes the City Manager to execute the Lease Agreement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 20th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Marissa Kersey, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: J.15
SUBJECT: Introduce and Waive the First Reading of an Ordinance Revising Sections within Chapter 9.48, "Camping within City Limits," to Title 9 of the Woodland Municipal Code

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 9.48, "Camping within City Limits," to Title 9 of the Woodland Municipal Code.

Staff Contact:

Ryan L. Kinnan, Chief of Police, 530-661-7813, ryan.kinnan@cityofwoodland.gov
Victoria Danzl, Special Services Lieutenant, 530-661-7860, victoria.danzl@cityofwoodland.gov

Background:

Recent guidance and actions at the state and judicial levels have expanded the authority of local jurisdictions to regulate camping and related activities within city limits. Specifically, actions issued by Governor Gavin Newsom, along with relevant court decisions, have clarified and, in some cases, broadened the scope of permissible local regulation in this area.

In response to these developments, City of Woodland staff initiated a review of the City's existing ordinance governing camping within city limits to determine whether additional amendments could be implemented consistent with current legal standards. This review focused on evaluating opportunities to enhance regulatory clarity, improve enforceability, and ensure that the City's ordinance aligns with updated state guidance and applicable court rulings.

The proposed ordinance changes reflect the results of this review and are intended to provide the City with clearer authority to manage camping activities within city limits while balancing public health, safety, and welfare considerations.

Discussion:

The proposed amendments to Chapter 9.48 are intended to strengthen the City's ability to regulate camping within City limits by addressing limitations in the current ordinance and aligning local regulations with updated state guidance and applicable court decisions. While the existing ordinance provides authority to regulate camping activities, its application is limited to nighttime enforcement. Staff has identified opportunities to improve effectiveness by expanding the ordinance to allow for enforcement during daytime hours, providing clearer regulatory authority and more consistent application.

A central component of the proposed amendments is the removal of the nighttime-only limitation, allowing camping regulations to apply regardless of the time of day. This change is designed to address ongoing impacts associated with camping that may occur during daylight hours, including public health concerns, obstruction of public spaces, fire hazards, and impacts to public and private

property. By enabling daytime enforcement, the City can respond more promptly to these issues rather than deferring action until nighttime hours.

The amendments also improve regulatory clarity and enforceability by more clearly defining the City's authority to manage camping activities within its jurisdiction. Establishing a consistent enforcement framework reduces ambiguity for both the public and enforcement personnel, supports fair and uniform application of the ordinance, and enhances compliance. These changes are intended to be consistent with recent state-level guidance and judicial rulings that have clarified the scope of permissible local regulation in this area.

Overall, the proposed amendments represent a measured and legally informed update to the City's existing camping ordinance. By expanding enforcement authority, improving clarity, and strengthening the City's ability to protect public spaces, the updated ordinance is intended to balance public health, safety, and welfare considerations while providing the City of Woodland with effective tools to manage camping activities within City limits.

Conclusion:

Staff recommends that the City Council introduce and waive the first reading of an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 9.48, "Camping within City Limits," to Title 9 of the Woodland Municipal Code.

Prepared by: Victoria Danzl, Lieutenant

Reviewed by: Ryan L. Kinnan, Chief of Police



Ken Hiatt
City Manager

Attachments:

1. Proposed Ordinance - Camping Ordinance Revision

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING CHAPTER 9.48 OF THE WOODLAND MUNICIPAL CODE RELATING
TO CAMPING WITHIN CITY LIMITS**

WHEREAS, the City of Woodland is committed to protecting the public health, safety, and general welfare as well as public and private property; and

WHEREAS, regulation of camping, generally meaning use of undeveloped land for the purpose of living and sleeping, is important for the orderly conduct and maintenance of public and private property for all and, in this vein, the City adopted regulations pertaining to camping within the City limits codified at City Municipal Code chapter 9.48; and

WHEREAS, as drafted, Chapter 9.48 only applies to nighttime camping and, in order to effectively protect the public health, safety, and general welfare as well as public and private property related to camping, staff propose amendments to Chapter 9.48 to allow daytime enforcement, specifically the amendments shown in EXHIBIT A, attached hereto and incorporated herein by reference; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

SECTION 1. Incorporation of Recitals. The recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. California Environmental Quality Act (CEQA). The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3 because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment) because this Ordinance will not cause a change in any of the physical conditions within the area affected.

SECTION 3. Code Amendment/Adoption. Chapter 9.48 of the Woodland Municipal Code is hereby amended as set forth in the attached EXHIBIT A, attached hereto and incorporated by this reference.

SECTION 4. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

SECTION 5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and shall be published by summary in a newspaper of general circulation published and circulated within the City of Woodland in accordance with applicable law.

INTRODUCED at a regular meeting of the City Council of the City of Woodland, California on the 20th day of January 2026 and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 3rd day of February 2026 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Marissa Kersey, City Clerk

Ethan Walsh, City Attorney

EXHIBIT A

Redline of Proposed Changes to Woodland Municipal Code Chapter 9.48

CHAPTER 9.48

CAMPING WITHIN THE CITY LIMITS

§ 9.48.010. Authority and purpose.

The purpose of this chapter is to protect public and private property within the City from the destruction that accompanies camping. It also is enacted to ensure that proper health and safety accommodations be provided to those who do camp. It is enacted to prevent degradation of public and private lands and assure that such lands can be utilized for their intended purpose. The City Council enacts the ordinance codified in this chapter in accordance with the authority granted to cities by Article XI, Section 11 of the California Constitution.

(Prior code § 7-1)

§ 9.48.020. "Camping" defined.

For purposes of this chapter, "camping" is defined as residing on or using any City-owned public or private property ~~at night~~ for living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping); or storing personal belongings (including, but not limited to, clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material); or making any fire or using any tents; regularly cooking meals; or living in a parked vehicle. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person(s) is using public or private property as a living accommodation, with the intent to camp.

(Prior code § 7-2)

§ 9.48.030. Camping on public property.

A. Except as may be permitted within parks by the Community Services Director, it is unlawful to camp upon any public property owned by the City, including, without limitation, streets, easements, parks, dump sites, creek beds, sidewalks, alleyways, drainage channels, storm drain ponds, well sites electric utility substations, parking lots, corporation yards, and buildings, including the curtilage of such buildings. No person shall set up upon any City property ~~at any time during nighttime hours~~ tents, shacks, house trailers, motor homes, campers, or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave in any such place any movable structure or special vehicle to be used for the purpose of camping, such as a house trailer, tent, automobile, or the like. It is a violation of this section to set up provisions for the purpose of camping such as a house trailer, tent, automobile, or similar structure.

Setting up any provision or structure with the intent to camp, regardless of whether a full night is actually spent at the location, shall constitute a violation of this section. ~~whether or not a full night is actually spent at the location.~~

A.B. It is unlawful for any person to obstruct, or otherwise interfere with the free passage of pedestrians or motorists from ingress and egress on any public street, sidewalk, alleyway, or

other public property within the City by camping or placing stored personal property thereon.
(Prior code § 7-3; Ord. 1725, 11/5/2024)

§ 9.48.040. Camping on private property.

- A. Except as otherwise provided in this section, it is unlawful to camp upon private property within the City. No person shall set up upon any private property ~~at any time during nighttime hours~~ tents, shacks, campers or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave upon any private property any ~~movable structures~~ or special vehicle to be used for such a purpose, such as a tent or automobile or similar structure~~the like~~. Violation of this section shall be charged as a misdemeanor.
- B. Exceptions. This section shall not apply to persons camping upon their own land or camping with the owner of the land, or to persons camping with the written consent of the owner of the land; provided, that such written consent is in their possession at the time and is shown upon demand of any peace officer; and provided that all local zoning ordinances of the City and County are met and all Health Code sections of the State are complied with. This section shall not apply to persons lawfully camping within campgrounds or trailer parks specifically designated and/or approved for such use pursuant to the Zoning Ordinance of the City.
(Prior code § 7-4)

§ 9.48.050. Campfires.

No person shall kindle or maintain an open campfire, bonfire, or flame.

Nothing in this chapter shall be construed to permit fires otherwise prohibited by law or to negate the requirement for burning permits otherwise required by law.
(Prior code § 7-5; Ord. 1725, 11/5/2024)

§ 9.48.060. Unlawful storage of personal property on public and private property.

It is unlawful and a public nuisance for any person to deposit, leave, or maintain stored personal property on public property or private property without the consent of the property owner.

Stored personal property left on public or private property in violation of this section may be impounded pursuant to the provisions of this chapter.
(Ord. 1725, 11/5/2024)

§ 9.48.070. Impounding stored property.

- A. The Police Chief, or his or her designee, is authorized to impound stored personal property located on public property or private property pursuant to the provisions of this chapter. The Police Chief is authorized to adopt written policies and procedures to implement provisions of this chapter. Nothing in this chapter shall be construed to limit or otherwise interfere with State law regarding the impounding of evidence related to a crime.
- B. Stored personal property may be impounded and disposed of without notice if there is a cause to reasonably believe that the stored property is:
 - 1. Perishable;
 - 2. Contaminated with feces, urine, or bodily fluid;

3. Infested with insects;
 4. Contaminated with mold or mildew;
 5. Intentionally discarded/abandoned;
 6. An immediate threat to public health or safety.
- C. Actual notice shall be deemed provided by placing on or near the stored personal property a writing containing the following information:
1. Description of the stored personal property;
 2. Location of the stored personal property;
 3. Date and time of notice;
 4. Notification that the stored personal property is done so in violation of Section 9.48.060 of the Woodland Municipal Code and will be impounded by the City if the stored property is not removed within the compliance period of the notice.
- D. Posted notice shall be deemed provided by erecting at least one sign in a conspicuous place providing notice that any stored personal property found in a described area may be removed, and impounded if not claimed and removed within the stated compliance period. The sign shall provide contact information where a person may retrieve their personal property impounded.
- E. After the notice period has expired, the stored personal property shall be deemed abandoned and may be impounded. Prior to impounding stored personal property, the City will provide notice in a conspicuous place at or near where the stored personal property was located with the following information:
1. A general description of the stored personal property;
 2. The location of the stored personal property;
 3. The date and time the notice was placed; and
 4. A statement that the stored personal property has been impounded by the City and the process to re-claim.

(Ord. 1725, 11/5/2024)

§ 9.48.080. Storage of impounded personal property.

- A. Stored personal property that is impounded pursuant to this chapter shall be stored by the City for a period of 90 days. If the owner of the stored personal property is reasonably ascertainable, the Police Chief, or his or her designee, shall make best efforts to promptly notify the owner of the procedure to claim his or her personal property.
- B. The Police Chief, or his or her designee, shall return the stored personal property to its owner upon presentation of satisfactory evidence of ownership.
- C. In the event the stored personal property is not claimed within 90 days, it may be subject to disposition per Police Department policy.

(Ord. 1725, 11/5/2024)

§ 9.48.090. Violations.

Notwithstanding any other provision of this code, any person in violation of any section of this chapter shall be guilty of a misdemeanor.

(Ord. 1725, 11/5/2024)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 20, 2026
ITEM #: J.16
SUBJECT: Introduce and Waive the First Reading of an Ordinance Revising Sections within Chapter 9.12, "Regulation of Shopping Carts" to Title 9 of the Woodland Municipal Code.

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 9.12, "Regulation of Shopping Carts," to Title 9 of the Woodland Municipal Code.

Staff Contact:

Ryan L. Kinnan, Chief of Police, 530-661-7813, ryan.kinnan@cityofwoodland.gov
Victoria Danzl, Special Services Lieutenant, 530-661-7860, victoria.danzl@cityofwoodland.gov

Background:

The purpose of this agenda item is to present proposed amendments to Chapter 9.12, *Regulation of Shopping Carts*, of Title 9 of the Woodland Municipal Code. Upon the Community Enhancement Specialist's commencement of employment with the City of Woodland, it was identified that the handling of commercial shopping carts left within the city limits was not effective. This prompted a comprehensive review of existing procedures and enforcement practices.

As part of this effort, staff conducted research on ordinances and best practices implemented by other municipalities to address similar issues. The proposed revisions to Chapter 9.12 are informed by this research and are intended to align the City's regulations with effective, current practices while improving consistency in enforcement.

Discussion:

The proposed amendments to Chapter 9.12 are intended to strengthen the City's approach to preventing the removal and abandonment of shopping carts from retail properties through a more coordinated and accountable framework with local businesses. While the existing ordinance provides general authority to regulate shopping carts, staff has identified opportunities to improve effectiveness by clearly defining expectations for businesses and establishing consistent follow-through when carts are not properly managed.

A central component of the updated ordinance is the requirement for businesses to implement and maintain shopping cart loss prevention plans and containment systems. These measures are designed to proactively prevent carts from leaving store premises, rather than relying primarily on reactive enforcement once carts are abandoned in the community. By emphasizing prevention, the City seeks to reduce nuisance conditions, community blight, and safety hazards associated with displaced shopping carts.

The amendments also enhance accountability by clarifying enforcement mechanisms and penalties when businesses fail to comply with required loss prevention measures. Establishing clear consequences, along with defined actions and follow-through, ensures that the ordinance is

enforceable and applied consistently. This approach supports fair treatment of businesses while reinforcing their responsibility to manage shopping carts associated with their operations.

Overall, the proposed changes represent a collaborative strategy between the City and the business community. By setting clear standards, improving prevention requirements, and strengthening enforcement provisions, the updated ordinance is intended to reduce the number of shopping carts removed from retail sites, improve neighborhood conditions, and protect the public health, safety, and general welfare of the Woodland community.

Conclusion:

Staff recommends that the City Council introduce and waive the first reading of an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 9.12, "Regulation of Shopping Carts," to Title 9 of the Woodland Municipal Code.

Prepared by: Victoria Danzl, Lieutenant

Reviewed by: Ryan L. Kinnan, Chief of Police



Ken Hiatt
City Manager

Attachments:

1. Shopping Cart Plan (Draft)
2. Proposed Ordinance - Shopping Cart Ordinance Updates

**City of Woodland
Shopping Cart Loss Prevention Plan & Annual Reporting**

Woodland Municipal Code section 9.12.030(E) requires all retailers with 25 or more shopping carts to establish and maintain a Shopping Cart Loss Prevention Plan and annually report on the same on or before July 1 each year. The purpose of the plan and reporting is to have an effective means to manage, contain, and track down shopping carts in the City to avoid their abandonment, vandalism, or other misuse in the community. Failure to establish, update, and report on the plan is subject to penalty and fine starting at \$100 per day, per cart.

Please annually complete all sections of this form, and attach any necessary documentation, then mail to City of Woodland, c/o _____, 300 First Street, Woodland, CA 95695 or email to _____.

General Information

Business Name	
Primary Contact	
Address	
Email	
Phone	
City Business License No.:	Expiration / /

Annual Reporting

Carts In Use on July 1, Prior Year	
Carts Lost/Abandoned Past 12m	Recovered #
Carts Vandalized Past 12m	Repaired #
Carts in Currently In Use	

Business and Cart Signage

Every business that provides carts for customer use shall post conspicuous signs at or near each entrance to its parking lot and each public entrance to the premises notifying its customers that removal of carts from the premises is prohibited.

Every shopping cart provided by a business must have a sign permanently affixed to the cart that contains the following in English and Spanish (see, Bus. & Prof Code, § 22345.1)

1. Business name, address, and phone number;
2. Notice of the procedure for authorized removal of the cart from the premises; and
3. Notice that unauthorized removal of the cart from the premises or parking area of a retail establishment, or the unauthorized possession of the shopping cart, is a violation of state law and Chapter 9.12 of the City of Woodland Municipal Code.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING CHAPTER 9.12 OF TITLE 9 OF THE WOODLAND MUNICIPAL CODE
RELATING TO REGULATION OF SHOPPING CARTS**

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

WHEREAS, the City finds that shopping carts abandoned, vandalized, used beyond the parking lots of retail centers, or otherwise used in ways beyond their intended purposes contributes to nuisance conditions and community blight and poses a threat to the public health, safety, and general welfare; and

WHEREAS, Chapter 9.12 of the Woodland Municipal Code “Regulation of Shopping Carts” regulates the possession and use of shopping carts in the City to the benefit of the public; and

WHEREAS, enforcement of Chapter 9.12 by authorized City agents, including but not limited to the Woodland Police Department, is ongoing; and

WHEREAS, City staff has identified that enforcement would be more effective, thereby further protective of the community, if certain changes are made to Chapter 9.12 specifically regarding shopping cart loss prevention plans, containment systems, and penalties, and those changes are shown in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the proposed changes are exempt from environmental view under the California Environmental Quality Act, Public Resources Code section 21000 et seq. (“CEQA”), pursuant to CEQA Guidelines section 15061(b)(3) where it can be seen with certainty that regulations on the management of shopping carts have no potential to cause a significant effect on the environment and section 15308 where the regulation of shopping carts is for the protection of the environment to avoid abandonment, vandalism, or other misuse of shopping carts in the community; and

WHEREAS, the City Council wishes to memorialize the proposed changes to Chapter 9.12 to increase the effective enforcement of shopping cart regulation.

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

SECTION 1. Recitals. The recitals set forth above, including definitions contained therein, are true and correct and are hereby incorporated herein as if set forth in full.

SECTION 2. Amendments. The following amendments are made to Chapter 9.12 “Regulation of Shopping Carts” of the City of Woodland Municipal Code.

Section 9.12.030 is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein for reference

Section 9.12.110 is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein for reference

SECTION 3. California Environmental Quality Act (CEQA). The City Council hereby finds the proposed changes to Chapter 9.12 of the City Municipal Code are exempt from environmental view under the California Environmental Quality Act, Public Resources Code section 21000 et seq. (“CEQA”), pursuant to CEQA Guidelines section 15061(b)(3) where it can be seen with certainty that regulations on the management of shopping carts have no potential to cause a significant effect on the environment and section 15308 where the regulation of shopping carts is for the protection of the environment to avoid abandonment, vandalism, or other misuse of shopping carts in the community.

SECTION 4. Severability. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

SECTION 5. Effective Date. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in a newspaper of general circulation at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption

INTRODUCED at a regular meeting of the City Council of the City of Woodland, California on the 20th day of January 2026, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting on the 3rd day of February 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Marissa Kersey, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

EXHIBIT A
PROPOSED, TRACKED CHANGES TO WOODLAND
MUNICIPAL CODE CHAPTER 9.12 REGULATION OF
SHOPPING CARTS

§ 9.12.010. Definitions.

As used in this chapter the following words and phrases shall have the meanings given in this section.

"Abandoned shopping cart" means any cart that is located outside the premises or parking lot of a retail establishment which provides the cart, except a cart that is in the physical possession of a person who has the written consent of the cart owner.

"Cart owner" means every person who, in connection with the conduct of a retail establishment owns, right-fully possesses or makes any cart available to patrons and/or the public. This shall include the owner's agent or authorized representative.

"City" means the City of Woodland or its designated representatives.

"City Manager" means the City Manager of the City or designee.

"Contractor" means an authorized independent contractor approved by the City Council for the purpose of effecting the removal of abandoned shopping carts.

"Identified cart" means a shopping cart that has a permanently affixed sign that identifies it, in accordance with Section 9.12.050 of this chapter.

"Parking area" means a parking lot or other property provided by a retail establishment for use by a customer for parking an automobile or other vehicle. In a multi-store complex or shopping center, "parking area" includes the entire parking area used by or controlled by the complex or center.

"Person" means a natural person, firm, association, organization, partnership, business, trust, corporation, limited liability company or other entity.

"Retail establishment" means any trade establishment selling articles, commodities, services or any line of merchandise where shopping carts are made available for and used by its customers.

"Shopping cart" or "cart" means a basket that is mounted on wheels or a similar device generally used in retail establishments by a customer for the purpose of transporting goods of any kind.

"Shopping cart" also includes a cart used in a coin-operated laundry or dry-cleaning retail establishment for purposes of transporting clothes and necessary cleaning materials.

"Unidentified cart" means a shopping cart that is not an identified cart.

§ 9.12.020. Declaration of a public nuisance.

Any abandoned shopping cart is declared to constitute a public nuisance that could impede emergency services, interfere with pedestrian and vehicular traffic, reduce property values, promote blight and deterioration, comprise an attractive nuisance and create other hazards to the health, safety and general welfare of the community.

§ 9.12.030. Mandatory containment systems and loss prevention plan for shopping carts.

A. It is unlawful for any person owning a retail establishment located in the City where one or more shopping carts are available for customer use not to install and maintain an effective containment system to contain all shopping carts within the property boundaries of the business or adjacent parking area. The cart owner shall provide signage in a conspicuous location notifying shopping cart users that removal of shopping carts from the premises or parking area is prohibited without the written consent of the cart owner.

B. Containment systems shall be designed to effectively manage and contain the retail establishment's shopping carts at all hours of the day, not only during business hours. The retail establishment shall ensure that all shopping carts are accounted for in the containment system at the close of business each day. Containment systems may include, but are not limited to, any one or combination of the following:

1. A physical barrier, such as bollards, restricting shopping carts from being removed from the business premises;
2. Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business;
3. Shopping carts equipped with a wheel-locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area shopping carts are allowed. The wheel-locking mechanism will activate when the shopping cart crosses the electronic barrier;
4. A system, which may be mechanical in nature, requiring a deposit to use a shopping cart. The deposit should be of a reasonable amount that would not deter the use of the cart, but would encourage the return of the cart. This system may include the rental or sale of carts that can be temporarily or permanently used for transport of purchases off-site;

5. Security guards posted to deter and stop customers who attempt to remove carts from the business premises.;

6. A policy mandating employees offer to escort customers to their vehicle, assist with unloading, and return the cart to a designated space; or

5.7. A policy designating a specific employee be responsible for management and control of all shopping carts during business hours and capture at the close of business.

C. In lieu of installing an effective containment system, a cart owner may obtain a waiver of this section from the City Manager by establishing, to the satisfaction of the City Manager, that

the cart owner maintains its own cart retrieval program that has been certified as effective by the City Manager. The City Manager will evaluate such programs according to a standard established by City Council resolution in order to ensure that cart retrieval programs achieve the goals of this chapter.

No enforcement action for violating this section may be taken against a cart owner who has a valid waiver pursuant to this subsection. The City Manager may revoke any waiver if the cart owner no longer qualifies for it.

D. For purposes of this section, "effective containment system" means a system that results in no more than five shopping carts being removed without the owner's consent from the business premises or parking area within any 12-month period. There is a rebuttable presumption that a cart found abandoned somewhere off the premises of the cart owner was removed from the premises without the cart owner's consent.

E. Each cart owner with twenty-five (25) or more shopping carts for use shall have a written shopping cart loss prevention plan detailing the containment systems and policies employed by the retail establishment to avoid the loss, stealing, abandonment, vandalism, or other misuse of shopping carts. On or before July 1 of each year, Each such cart owner must file with the City an annual evaluation of the cart owner's shopping cart loss prevention plan and a copy of the cart owner's updated plan. Such annual evaluation shall include, at least, an inventory of carts in use, temporarily or permanently lost or stolen carts, repaired carts, and description of amendments to the owner's shopping cart loss prevention plan to decrease adverse cart incidents.

§ 9.12.040. Removal of shopping carts from retail establishments prohibited.

It is unlawful for any person, other than a cart owner or its authorized representative, to remove a cart from the premises of the cart owner's retail establishment, unless the cart owner expressly authorizes its removal in writing.

§ 9.12.050. Mandatory marking of shopping carts.

A. The cart owner shall mark all shopping carts used in its business by its customers as required by Business and Professions Code Section 22435.1. The cart owner shall permanently affix a sign to each cart that:

1. Identifies the owner of the cart or the retailer, or both;
2. Notifies the public of the procedure to be utilized for authorized removal of the cart from the cart owner's premises;
3. Notifies the public that the unauthorized removal of the cart from the cart owner's premises or parking area or the unauthorized possession of the cart is a violation of State law; and
4. Lists a valid telephone number or address for returning the cart to the cart owner. If the cart owner operates more than one store, the sign shall identify the location of the store where the cart is used.

B. Each day during which all of the carts of a cart owner are not marked as required by this section shall constitute a separate violation.

§ 9.12.060. Impounding of abandoned carts.

A. Identified Carts. The City, or a contractor, may remove and impound any abandoned identified shopping cart from any public or private property.

1. The cart shall be marked with a tag indicating the date and location of its discovery and shall be stored for 30 calendar days at a location selected by the City that is reasonably convenient to the cart owner and is open at least six hours of each business day.

2. Within 24 hours following the cart impoundment, the owner of an identified cart or his or her representative shall be given actual notice of the location where the cart may be claimed.

B. Unidentified Carts. The City, or a contractor, may remove and impound any abandoned unidentified shopping cart from any public or private property.

1. The unidentified cart shall be marked with a tag indicating the date and location of its discovery and shall be stored for 30 calendar days at a location selected by the City that is reasonably convenient to the cart's owner and is open at least six hours of each business day.

2. If there is any reasonably credible evidence on the cart of the name and address of its owner, within five business days following the cart impoundment, the cart owner shall be given actual notice of the location where the cart may be claimed.

§ 9.12.070. Nuisance abatement administrative fees and fines.

A. Administrative Fees. Except as provided in Section 9.12.080 of this chapter, an administrative fee to cover the City's cost for the removal, tagging and storage of abandoned shopping carts and associated administrative activities performed by the City, or a contractor, may be established by resolution of the City Council and imposed upon the owners of abandoned carts. Such fee shall not exceed the City's reasonable estimate of actual cost for such services.

B. Fines. In addition to the payment of an administrative fee as set forth in subsection A of this section and except as provided in Section 9.12.080 of this chapter, the owner of an impounded cart shall also be subject to a fine in the maximum amount established by Business and Professions Code Section 22435.7(f), as may be amended from time to time. The fine for identified carts shall be based on each occurrence in excess of three during any six-month period for failure to reclaim identified carts in accordance with Section 9.12.080 of this chapter. An occurrence includes all identified carts impounded by the City, or a contractor, in a one-day period. The fine for unidentified carts shall be the same fine amount as for each occurrence set forth in this subsection for identified carts but imposed on each unidentified cart impounded, beginning with the first unidentified cart impounded.

§ 9.12.080. Recovery by owner.

Claims to recover an impounded shopping cart shall be presented to the City in accordance with the following:

A. A cart owner or authorized representative, may, by appointment, inspect impounded carts to determine if any of the owner's carts are present.

B. A cart owner may reclaim an impounded cart at any time during normal business hours prior to disposal or destruction by paying all applicable administrative fees and fines, except as provided in subsection C of this section.

C. The owner of an identified cart may reclaim it within three business days following the date of actual notice of impoundment at no charge whatsoever, including the waiver of any administrative fees and fines that would otherwise be applicable pursuant to Section 9.12.070 of this chapter. Any identified cart reclaimed by the owner or his or her authorized representative within the three business days shall not be deemed an occurrence for purposes of Section 9.12.070(B) of this chapter. Any impounded identified cart that is not reclaimed by the owner within three business days following the date of actual notice of impoundment shall be subject to any applicable administrative fees and fines imposed pursuant to Section 9.12.070 of this chapter, commencing on the fourth business day following the date of actual notice of impoundment.

D. No cart shall be released to a person seeking to reclaim it, unless such person submits to the City reasonably credible evidence of ownership or right to possession of the impounded cart. There shall be a presumption that an identified cart is owned by the business establishment designated on the cart.

E. Any release of a cart to a person deemed by the City to be entitled thereto, shall be an absolute defense of the City against any other person claiming to be entitled thereto.

§ 9.12.090. Disposal.

Any identified or unidentified cart may be sold or otherwise disposed of by the City, or a contractor, if not reclaimed within 30 days of receipt by the cart owner of a notice of impoundment, or within 30 days from the date of impoundment if no notice was required by this chapter. In the event an unclaimed cart remains unclaimed and is disposed of or destroyed, the City retains the right to collect any applicable fees and/or fines from the cart owner.

§ 9.12.100. Appeals of cart impound.

A person who can demonstrate that he or she is the owner of an impounded cart may appeal the imposition of the nuisance abatement administrative fee and/or fine by presenting evidence that the cart removal and storage was not performed substantially in accordance with the provisions of this chapter. Appeals shall be made in writing to the City Manager within 10 calendar days of the receipt of a request for an appeal. The cart owner or authorized representative shall appear and be heard on the matter. If the City Manager determines that the shopping cart was not removed and stored in substantial accordance with the provisions of this chapter, the nuisance

abatement administrative fee and/or fine shall be refunded. The decision of the City Manager shall be final.

§ 9.12.110. Penalty for violation.

A. Any violation of the provisions of this chapter shall be subject to summary abatement pursuant to Section 9.04.110. Any violation of this chapter shall also be subject to administrative citation and fine pursuant to Chapter 9.20. Each day and each cart on which a violation of any provision of this chapter exists shall be a new and separate violation.

B. Notwithstanding any other enforcement action allowed under this code, the City Council may also prescribe the civil fine for any cart owner who is given a civil citation for not having established an effective containment system or shopping cart loss prevention plan pursuant to Section 9.12.030 of this chapter.