City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

August 21, 2018
6:00 PM

CITY COUNCIL

CLOSED SESSION
5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code Section 54956.8

   Properties: Yolo County Assessor's Parcel Numbers 066-270-055 and 042-580-019
   Agency Negotiators: City Manager, Assistant City Manager, City Engineer, Fire Chief, Community Services Director, City Attorney
   Negotiating Parties: Woodland Joint Unified School District
   Under Negotiation: Price and terms of payment

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

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing 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.

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.

2. Long Range Calendar

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

H. MINUTES

3. City Council Meeting Minutes of July 3, 2018 and July 17, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of July 3, 2018 and July 17, 2018.

4. Commission on Aging Minutes for June 21, 2018

Staff recommends that the City Council receive the June 21, 2018 Commission on Aging meeting minutes.

5. Parks & Recreation Commission Meeting Minutes for June 25, 2018

Staff recommends that the City Council receive the June 25, 2018 Parks & Recreation Commission Meeting Minutes.

I. CONSENT CALENDAR

6. Fire Department Quarterly Report for April-June 2018

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2018 through June 2018.

7. Police Department Quarterly Status Report for April 2018 through June 2018

Staff recommends that the City Council accept the Police Department Quarterly Status Report for April 2018 through June 2018.

8. Second Reading - Shopping Cart Ordinance

Staff recommends that the City Council adopt Ordinance No. _____, amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10 of the Woodland Municipal Code regarding mandatory containment systems and impound procedures applicable to shopping carts taken from retail establishments.

9. Investment Policy Update

Staff recommends that the City Council approve the updated Investment Policy for the City of Woodland.

10. Treasurer’s Investment Report for the quarter ended June 30, 2018

Staff recommends that the City Council accept the quarterly Treasurer’s Investment Report for the quarter ended June 30, 2018.

11. Authorize the filling of an Executive Assistant - Confidential and delete the Administrative Secretary in the Police Department

Staff recommends that the City Council authorize the filling of the Executive Assistant – Confidential position effective August 1, 2018 and delete the Administrative Secretary, Police Department, effective August 1, 2018.

12. Authorize the City Manager to Sign Four (4) Side Letters

    Staff recommends that the City Council authorize the City Manager to sign the attached Side letters which adjusts triggers for future Cost of Living Adjustments (COLAs) to recognize the City's additional payment to CalPERS.

13. New Military Leave Policy

    Staff recommends that the City Council authorize and approve a new Military Leave Policy.

14. Approve reallocation of $95,000 of Sewer Enterprise Funds to the West Street Transmission Main Project (Phase One), CIP 17-08, and increase construction contingency to cover emergency sewer work on Clover Street

    Staff recommends that the City Council adopt Resolution No. _____, approving the reallocation of $95,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to West Street Transmission Main Project (Phase One), CIP 17-08 to cover change order costs to perform emergency repairs on sewer laterals on Clover Street, and approving an increase in the construction contingency for the West Street Transmission Main Project (Phase One), CIP 17-08, by $95,000.

15. Award Construction Contract for the 2018 Water and Sewer Repair and Replacement Project, CIP #18-09

    Staff recommends that the City Council adopt Resolution No. ______, to:
    1. Award a construction contract in the amount of $3,135,279 to Civil Engineering Construction, Inc. for CIP 18-09, 2018 Water and Sewer Repair and Replacement Project and authorize a contract contingency of up to 10% ($313,528); and
    2. Approve the reallocation of $2,200,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and
    3. Approve the reallocation of $610,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and
    4. Approve the reallocation of $790,000 of Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

16. Agreement with Yolo County for Use of City Property at The Woodland Cemetery

    Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into an agreement with Yolo County for use of City property for a County columbarium.

17. FY2018/19 Contract with the Yolo Emergency Communications Agency

    Staff recommends that the City Council approve Resolution No. _____, approving the FY2018/19 contract for dispatch services with the Yolo Emergency Communications Agency in the amount of $2,062,727 and appropriating an additional $59,566 from the General Fund to supplement the initial budget of $2,003,161 already appropriated for this contract.

18. Authorize a $32,911 Budget Appropriation to the Vehicle Replacement Budget and Purchase of Replacement Trees Chipper

    Staff recommends that the City Council approve Resolution No. _____, authorizing an additional $32,911 appropriation to the Vehicle Replacement Fund and authorize the purchase award of a replacement trees chipper to Morbark, LLC in the amount of $81,604 under the National Joint Powers Alliance (NJPA) Contract #062117-MBI.

19. Increase the Fiscal Year 2018/2019 Tree Rebate Program Budget by $1,400

    Staff recommends that the City Council approve Resolution No. _____, authorizing an FY 2018/2019 appropriation of $1,400 in support of the City's Tree Rebate Program.

20. Approval of Final Map 5092, Oyang South, and the associated Subdivision Improvement Agreement

    Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5092, Oyang South; 2) approving the Subdivision Improvement Agreement for Final Map 5092 and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

21. Yolo County Grand Jury Response – The Looming Crisis of Yolo County City Pension and Retirement Medical Costs

    Staff recommends that the City Council authorize the City Manager to submit a formal response on behalf of the City Council to the 2018 Grand Jury Report: Looming Crisis of Yolo County City Pension and Retirement Medical Costs.

J. REPORTS OF THE CITY MANAGER

22. Receive Update for the Southeast Area Pool Project

    Staff recommends that the Council:
    1) receive an update regarding the Southeast Area Pool Project and
    2) designate a subcommittee tasked with exploring funding options for the development and operation of a southeast area aquatic facility.

23. Animal Shelter Planning Options

    Staff recommends that the City Council:
    1) receive a report on alternatives being considered for a new Yolo County Animal Shelter, and
    2) consider City participation on a working group of elected officials to explore the possible establishment of a joint governance mechanism to collaboratively develop and operate new animal shelter to serve Yolo County.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for August 21, 2018 was posted on August 17, 2018 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.
Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: G.2.
SUBJECT: Long Range Calendar

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

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

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

Attachments:
1. Council Long Range Calendar

City Manager

UPDATED COUNCIL LONG RANGE CALENDAR

SEPTEMBER 4TH — **REGULAR MEETING**

Minutes
City Council Meeting Minutes of August 21, 2018

Presentations
Prostate Cancer Awareness Month – September 2018

Consent Calendar
Approve Final Map 4851 Country Oaks and related agreements
UV Lights – Water Pollution Control Facility
Community and Senior Center Cooling System

Reports of the City Manager
Sports Park Update
WJUSD Purchase/Sale Agreement and Joint Use Agreement For Pool Facility
Reserve Policy
League CA Cities – Annual Conference Resolution Packet

SEPTEMBER 18TH — **REGULAR MEETING**

1st Reading Ag Mitigation
Homeless Action Plan Update

Future Topics / Study Sessions:
Adoption of Conflict of Interest Code
City Code Clean-up Ordinance
Animal Control Ordinance – Ferel Cats
Non-Conforming Use Zoning Update
Urban Forestry / Master Plan Tree Update – December 2018
Tree Preservation Ordinance Update - December

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: H.3.
SUBJECT: City Council Meeting Minutes of July 3, 2018 and July 17, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of July 3, 2018 and July 17, 2018.

Recommendation for Action:
Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of July 3, 2018 and July 17, 2018.

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

Attachments:
1. 07_03_2018 DRAFT CC MINS
2. 07_17_2018 DRAFT CC MINS

City Manager

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, July 3, 2018

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION

5:30PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)
Properties: Yolo County Assessor's Parcel Numbers 066-270-055 and 042-580-019
Agency Negotiators: City Manager, Assistant City Manager, City Engineer, Fire Chief, Community Services Director, City Attorney
Negotiating Parties: Woodland Joint Unified School District
Under Negotiation: Price and terms of payment

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

July 3, 2018
6:00 PM

VIDEO **A. CALL TO ORDER**

Meeting called to order at 6:07pm.

VIDEO **B. ROLL CALL**

All Council Members present.
Present: Barajas, Davies, Fernandez, Rodriguez and Stallard

VIDEO **C. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Mayor Fernandez.

VIDEO **D. COMMUNICATIONS-PUBLIC COMMENT**

Marie Pereira spoke regarding June Pride Month.

VIDEO **E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

Verbal updates provided by Council Members/Staff.

VIDEO 1. Long Range Calendar

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

VIDEO **F. MINUTES**

2. City Council Meeting Minutes of June 5, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 5, 2018.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 5, 2018.

3. Commission on Aging Minutes for May 17, 2018

Staff recommends that the City Council receive the May 17, 2018 Commission on Aging meeting minutes.

Received the minutes of the Commission on Aging meeting of May 17, 2018.

VIDEO 4. Parks & Recreation Commission Meeting Minutes for May 21, 2018

Staff recommends that the City Council receive the May 21, 2018 Parks & Recreation Commission Meeting Minutes.

Received the minutes of the Parks & Recreation Commission meeting of May 21, 2018.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 5, 2018 and received the minutes of the Commission of Aging meeting of May 17, 2018 and the Parks & Recreation Commission meeting of May 21, 2018.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO G. PRESENTATIONS

VIDEO 5. Chamber of Commerce 2018 Annual Report Presentation

Staff recommends that the City Council receive a presentation from Mark Ullrich, Chamber President and Kristy Wright, Chamber Executive Officer.

Received Chamber of Commerce presentation from Mark Ullrich, Chamber President and Kristy Wright, Chamber Executive Officer.

VIDEO H. CONSENT CALENDAR

6. Approve Sole Source Finding and Award Construction Contract for the Replacement of Broken Raw Sewage Pumps at WPCF Headworks, CIP 14-02

Staff recommends that the City Council adopt Resolution No. _____, for:
1. Making a finding designating certain products, things, or services by Evoqua Water Technologies LLC to be required for the continued functionality of the existing raw sewage headwork pumps; and
2. Authorizing the City Manager to award a construction contract with Evoqua Water Technologies LLC for construction services in the amount of $89,865 for the Water Pollution Asset Replacement (Headworks Screwpumps #1 and #2) Project.

Adopted Resolution No. 7115, A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF WOODLAND DESIGNATING CERTAIN PRODUCTS, BRANDS, OR SERVICES PURUANT TO PUBLIC CONTRACT CODE SECTION 3400 AND APPROVING A CONSTRUCTION CONTRACT FOR CIP 14-02, WATER POLLUTION ASSET REPLACEMENT (HEADWORKS SCREWPUMPS #1 AND #2).

7. Municipal Election - November 6, 2018

   Staff recommends that the City Council adopt Resolution No. _____, calling a General Municipal Election for November 6, 2018 to fill two seats on the City Council via by-district elections, requesting the Yolo County Board of Supervisors to consolidate the Elections with the General Municipal Election and any other elections, and directing the County Election's Official to provide services in relation to the Election.

Adopted Resolution No. 7116, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CALLING AN ELECTION FOR NOVEMBER 6, 2018, REQUESTING THE COUNTY OF YOLO TO CONSOLIDATE THE ELECTION WITH THE GENERAL ELECTION, AND TO PROVIDE SERVICES RELATING TO THE ELECTION.

8. Approve the City of Woodland Salary Schedule effective July 1, 2018

   Staff recommends that the City Council approved the revised Salary Schedule effective July 1, 2018.

Approved revised Salary Schedule effective July 1, 2018.

9. Amendment to Asset Management Services Agreement for Solar Facilities

   Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the First Amendment to the solar facilities Asset Management Services Agreement with TerraVerde Energy, LLC.

Adopted Resolution No. 7117, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO THE ASSET MANAGEMENT SERVICES AGREEMENT WITH TERRAVERDE ENERGY LLC.

VIDEO

10. Appointment of Member to Manufactured Homes Fair Practices Commission

    It is recommended that the City Council appoint Kathy Trott as a regular member to the Manufactured Homes Fair Practices Commission.

Appointed Kathy Trott as a regular member to the Manufactured Homes Fair Practices Commission.

On a motion by Council Member Davies, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members approved Consent Calendar Items No. 6 through 10.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO **I. PUBLIC HEARINGS**

VIDEO 11. PUBLIC HEARING - Fire Department Fee Schedule Adjustment

Staff recommends the City Council (1) hold a public hearing; (2) consider the updated Fire Department Fee Schedule; and (3) adopt Resolution No. _____, adopting a new fee for engine company safety inspection and adopting the updated Fire Department Fee Schedule that increases some fees and decreases others.

On a motion by Mayor Pro Tem Rodriguez, seconded by Council Member Davies and carried unanimously, Council Members held a public hearing and adopted Resolution No. 7118, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADJUST THE FEES THE CITY CHARGES FOR FIRE PREVENTION SERVICES AND IMPLEMENTATION OF A NEW ENGINE COMPANY SAFETY INSPECTION FEES, CONSISTENT WITH A FEE STUDY.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO **J. REPORTS OF THE CITY MANAGER**

VIDEO 12. Introduce Ordinance related to the Regulation of Shopping Carts

Staff recommends that the City Council introduce an ordinance amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10 of the Woodland Municipal Code regarding mandatory containment systems and impound procedures applicable to shopping carts taken from retail establishments.

On a motion by Council Member Barajas, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members introduced an ordinance of the City Council of the City of Woodland to amend sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, AND 14A-5-10 of the Woodland Municipal Code regarding Mandatory Containment Systems and Impound Procedures applicable to Shopping Carts taken from Retain Establishments.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO 13. Woodland Regional Park Site - Lease Agreement with Explorit

Staff recommends the City Council receive an update from staff on the Woodland Regional Park Site and approved Resolution No. _____, authorizing the City Manager to execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center.

Mayor Pro Tem Rodriguez left the Council meeting, prior to discussion of this item, to attend her annual National Guard Training

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No.

7119, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EXPLORIT SCIENCE CENTER, A CALIFORNIA NON PROFIT CORPORATION FOR THE IMPROVEMENT AND LEASE OF A PORTION OFTHE WOODLAND REGIONAL PARK SITE.

Ayes: Barajas, Davies, Fernandez, Stallard

Absent: Rodriguez

VIDEO 14. Approve NB I-5/SB SR 113 Interchange Cooperative Agreement Amendment

Staff recommends that the Council approve the Cooperative Agreement Amendment with State of California Department of Transportation (Caltrans), and adopt Resolution No. _____, authorizing the City Manager to sign the agreement on behalf of the City.

Council Members adopted Resolution No. 7120, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A COOPERATIVE AGREEMENT AMENDMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS).

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 7120, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A COOPERATIVE AGREEMENT AMENDMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS).

Ayes: Barajas, Davies, Fernandez, Stallard

Absent: Rodriguez

VIDEO 15. Appointment to Yolo County Housing Authority

Staff recommends that the City Council appoint a primary member to the Yolo County Housing Authority.

On a motion by Council Member Davies, seconded by Council Member Barajas and carried unanimously, Council Members appointed Mayor Enrique Fernandez to the Yolo County Housing Authority.

Ayes: Barajas, Davies, Fernandez, Stallard

Absent: Rodriguez

VIDEO **K. ADJOURN**

Meeting adjourned at 7:40PM.

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, July 17, 2018

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)

Properties: Yolo County Assessor's Parcel Numbers 005-680-010-000 and 005-031-010-000
Agency Negotiators: City Manager, Assistant City Manager, Deputy Community Development Director and City Attorney
Negotiating Parties: Ram Sah
Under Negotiation: Price and terms of payment

VIDEO **JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY**

July 17, 2018
6:00 PM

VIDEO **A. CALL TO ORDER**

Meeting called to order at 6:14 PM.

VIDEO **B. ROLL CALL**

Present: Barajas, Davies, Fernandez and Stallard

Absent: Rodriguez

VIDEO **C. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Mayor Fernandez.

VIDEO **D. COMMUNICATIONS-PUBLIC COMMENT**

None

VIDEO **E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

Verbal updates provided by Council Members/Staff.

VIDEO 1. Long Range Calendar

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

VIDEO **F. MINUTES**

VIDEO 2. City Council Meeting Minutes of June 19, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 19, 2018.

On a motion by Council Member Barajas, seconded by Council Member Davies and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 19, 2018.

Ayes: Barajas, Davies, Fernandez, Stallard

Absent: Rodriguez

VIDEO **G. CONSENT CALENDAR**

VIDEO 3. Community Services Department Quarterly Status Report for the period April through June 2018

Staff recommends that the City Council receive the Community Services Department Status Report for the period of April through June 2018.

Received the Community Services Department Status Report for the period of April through June 2018.

4. Approve New Job Description and Salary Range for Executive Assistant and Authorize Placement in the Confidential Unit

Staff recommends that the City Council:

- Adopt new job description of Executive Assistant – Confidential
- Approve the salary range for the Executive Assistant – Confidential $4,212.36 to $5,376.17
- Authorize that the Executive Assistant Confidential be place in the Confidential Employee Unit

Adopted new Job Description of Executive Assistant - Confidential, approved salary range and authorized placement in the Confidential Employee Unit.

5. Receive Annual Report from the Manufactured Home Fair Practices Commission

Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2017 program year.

Received Manufactured Home Fair Practices Commission Annual Report for the 2017 program year.

6. Receive Fiscal Year 2017/18 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

Staff recommends that the City Council receive the Fiscal Year 2017/18 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

Received the Fiscal Year 2017/18 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

7. Authorize Contract Amendment with Fehr and Peers for Transportation Impact

Study for the Woodland Research and Technology Park Specific Plan Project

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #1 to the consultant services agreement with Fehr and Peers for the Transportation Impact Analysis for the Woodland Research and Technology Park Specific Plan Project for an additional amount not to exceed $46,115.

Adopted Resolution No. 7121, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR FEHR AND PEERS FOR THE PREPARATION OF A TRANSPORTATION IMPACT STUDY AND RELATED SUPPORT WORK FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN PROJECT.

8. Award Construction Contract for the WPCF Slide Gate Replacement Project, CIP #19-20

Staff recommends that the City Council adopt Resolution No. _____, to:
1. Award a construction contract in the amount of $254,032 to Clyde G. Steagall, Inc. for the WPCF Slide Gate Replacement Project, CIP #19-20 and authorize a contract contingency of up to 15% ($38,105); and
2. Appropriate $300,000 from Water Pollution Asset Replacement Project, CIP #14-02, to the WPCF Slide Gate Replacement Project, CIP #19-20.

Adopted Resolution No. 7122, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH CLYDE G. STEAGALL, INC. FOR CIP #19-20, WPCF SLIDE GATE REPLACEMENT PROJECT.

9. Approval of Final Map and SIA for 5110 Spring Lake Central Phase 4

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5110 Spring Lake Central Phase 4; 2) approving the related Subdivision Improvement Agreement and authorizing the Mayor to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Adopted Resolution No. 7123, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5110, SLC 4, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH TAYLOR MORRISON OF CALIFORNIA FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

10. Final Acceptance and Notice of Completion for Spring Lake Park N1 Project, CIP 17-10

Staff recommends that the City Council approve Resolution No. _____, accepting the Spring Lake Park N1 (Spring Lake Park) Project, CIP 17-10, as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 7124, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING ALL BIDS FROM THE JULY 10, 2018 BID OPENING FOR THE 2018 DOG GONE ALLEY WATER AND SEWER REPLACEMENT PROJECT, CIP #19-16.

11. Final Acceptance and Notice of Completion for Spring Lake Park N3 (Rick Gonzales, Sr. Park) Project, CIP 15-05

    Staff recommends that the City Council adopt Resolution No. _____, accepting the Spring Lake N3 Park (Rick Gonzalez Sr. Park) Project, CIP 15-05, as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 7125, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE SPRING LAKE PARK N3 (RICK GONZALEZ SR.) PROJECT, CIP 15-05 CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

12. Final Acceptance and Notice of Completion for 2018 ADA Improvement Project, CIP 18-03

    Staff recommends that the City Council adopt Resolution No. _____, accepting the 2018 ADA Improvement Project, CIP 18-03, as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 7126, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE 2018 ADA IMPROVEMENT PROJECT (CIP 18-03) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

13. Reject All Bids and Re-Authorize Bid Advertisement for 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16

    Staff recommends that the City Council adopt Resolution No. _____, rejecting all bids from the July 10, 2018 bid opening and reauthorizing bidding for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

Adopted Resolution No. 7127, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING ALL BIDS FROM THE JULY 10, 2018 BID OPENING FOR THE 2018 DOG GONE ALLEY WATER AND SEWER REPLACEMENT PROJECT, CIP #19-16.

14. Resolution of Application to Detach from the Willow Oak Fire Protection District

    Staff recommends that the City Council:

    1. Adopt Resolution No. _____; authorizing the filing of an application for the detachment from the Willow Oaks Fire Protection District with the Yolo County Local Area Formation Commission (LAFCO); and
    2. Authorize the appropriation of $2,400 from the General Fund to cover the processing costs by LAFCO.

Adopted Resolution No. 7128, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING TO DETACH THE PROPERTIES ON THE SOUTH SIDE OF WEST MAIN STREET BETWEEN ASHLEY AVENUE AND COTTONWOOD STREET FROM THE WILLOW OAK FIRE PROTECTION DISTRICT.

VIDEO 15. Approval of Emergency Solutions Grant Application for Fourth & Hope's Emergency Shelter Services Program

Staff recommends that the City Council:

1. Approve the submittal of a 2018 Emergency Solutions Grant funding application by Fourth and Hope; and
2. Direct the City Manager to sign a Certification of Local Approval for the grant application.

Approved submittal of a 2018 Emergency Solutions Grant funding application by Fourth and Hope and directed City Manager to sign a Certification of Local Approval for the grant application.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members approved Consent Calendar Items No. 3 through 15, minus Item No. 13, as Council Member Stallard had to recuse himself from voting on this Item.

Ayes: Barajas, Davies, Fernandez and Stallard
Absent: Rodriguez

On a motion by Council Member Davies, seconded by Council Member Stallard and carried on a 3-2 vote, Consent Calendar Item No. 13 - Reject All Bids and Re-Authorize Bid Advertisement for 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16 was approved.

Ayes: Barajas, Davies, Fernandez
Absent: Rodriguez and Stallard

VIDEO **H. PUBLIC HEARINGS**

VIDEO 16. PUBLIC HEARING - Waste Management Liens

Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. _____, “A Resolution Requesting Collection of Charges on Tax Roll”.

On a motion by Council Member Davies, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 7129, A Resolution Requesting Collection of Charges on Tax Roll.

Ayes: Barajas, Davies, Fernandez, Stallard

Absent: Rodriguez

VIDEO 17. PUBLIC HEARING - Fiscal Year 2018/19 Community Development Block Grant Annual Action Plan and Authorization for Submittal of Action Plan

Staff recommends that the City Council hold a public hearing and approve the 2018/19 Community Development Block Grant Annual Action Plan.
The City Council's approval is based on taking the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2018/19 Community Development Block Grant (CDBG) Action Plan (AP) (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2018/19 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment C);
3. Direct staff to complete the FY 2018/19 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2018/19 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the 2015-2019 CDBG Consolidated Plan goals to assist low and moderate income persons.

On a motion by Council Member Barajas, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution No. 7130, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE FISCAL YEAR 2018/19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE ACTION PLAN.

Ayes: Barajas, Davies, Fernandez, Stallard

Absent: Rodriguez

VIDEO **I. REPORTS OF THE CITY MANAGER**

VIDEO 18. Approve the Sale and Related Documents for the Spring Lake CFD 2004-1, Special Tax Bonds, Series 2018

Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Execution and Delivery of a Second Supplemental Fiscal Agent Agreement, a Bond Purchase Agreement, and a Continuing Disclosure Certificate; Approving the Form of the Official Statement and the Distribution Thereof; Authorizing the Issuance of Series 2018 Bonds and Approving Certain Other Actions Related Thereto.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 7131, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL FISCAL AGENT AGREEMENT, A BOND PURCHASE AGREEMENT, AND A CONTINUING DISCLOSURE CERTIFICATE; APPROVING THE FORM OF THE OFFICIAL STATEMENT AND THE DISTRIBUTION THEREOF; AUTHORIZING THE ISSUANCE OF SERIES 2018 BONDS; AND APPROVING CERTAIN OTHER ACTIONS RELATED THERETO.

Ayes: Barajas, Davies, Fernandez, Stallard

Absent: Rodriguez

VIDEO 19. Homeless Action Plan Update

Staff recommends that the City Council:
1) receive a report on the progress of the Homeless Action Plan; and
2) provide direction on next steps; and
3) appropriate an additional $100,000 in support of Homeless Action Plan initiatives from funds being contributed from the Hotel Project at Freeman Park.

Received a report on the progress of the Homeless Action Plan; provided direction to staff on next steps and approved an additional $100,000 in support of Homeless Action Plan initiatives from funds being contributed from the Hotel Project at Freeman Park.

VIDEO **J. ADJOURN**

Meeting adjourned at 8:02 PM.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: H.4.
SUBJECT: Commission on Aging Minutes for June 21, 2018

Recommendation for Action:
Staff recommends that the City Council receive the June 21, 2018 Commission on Aging meeting minutes.

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

Discussion:
The Commission on Aging met on July 19, 2018 and approved the June 21 meeting minutes.

Conclusion:
Staff recommends that the City Council receive the June 21, 2018 Commission on Aging meeting minutes.

Prepared By: Dallas Tringali, Community Services Program Manager
Reviewed By: Christine Engel, Community Services Director

Attachments:
1. Minutes

City Manager

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Commission on Aging Meeting Minutes

Thursday, June 21, 2018

4:00 PM
2001 East Street

A. CALL TO ORDER

B. ROLL CALL

Absent: Kelley

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS–COMMISSION/STAFF STATEMENTS AND REQUESTS

Don Campbell brought the picture from the May Council meeting that declared May as Senior month.

Linda Weesner asked if there is a better way to address the attendance. Since the public can see the Attendance Sheet in the COA meeting packet. Linda Weesner would like it to say "unforseen" absence instead of unexcused.

E. NEW BUSINESS

F. REGULAR CALENDAR

1. May 17, 2018 Minutes

On a motion by Regan Overholt, seconded by Heidi Wheeler and carried unanimously, Motion to accept minutes as written

Ayes: Campbell, Overholt, Weesner, Wheeler

Absent: Kelley

2. Revisit Work Plan-Technology

3. Consider Commissioner Request for Excused Absences from Future Meetings

On a motion by Regan Overholt, seconded by Heidi Wheeler and carried unanimously, Motion to approve absent request for September from Heidi Wheeler and Linda Weesner.

Ayes: Campbell, Overholt, Weesner, Wheeler

Absent: Kelley

4. Committee Reports

No reports.

5. Update on SFR

Have two check in tables for vendors next year.

G. REPORT OF THE STAFF

6. Monthly Senior Center Report

Tringali reported that the Sports Park would be busy next week with Headfirst Baseball Camps. Teens Helping Seniors spaghetti feed is on July 15, 2018. Neptune Society will be holding a class on Options After Death in September.

H. COMMUNICATIONS-PUBLIC COMMENT

I. AGENDA ITEMS FOR NEXT MEETING

J. ADJOURN

On a motion by Regan Overholt, seconded by Heidi Wheeler and carried unanimously, Motion to adjourn at 5:00 p.m.

Ayes: Campbell, Overholt, Weesner, Wheeler

Absent: Kelley

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: H.5.
SUBJECT: Parks & Recreation Commission Meeting Minutes for June 25, 2018

Recommendation for Action:
Staff recommends that the City Council receive the June 25, 2018 Parks & Recreation Commission Meeting Minutes.

Staff Contact:
Kris Bain, Comunity Services Program Manager, (530) 661-2002, krista.bain@cityofwoodland.org

Discussion:
The Parks & Recreation Commission held their last meeting on July 23, 2018. At this meeting they approved meeting minutes from June 25, 2018.

Conclusion:
Staff recommends that the City Council receive the June 25, 2018 Parks & Recreation Commission Meeting Minutes.

Prepared By: Kris Bain, Community Services Program Manager
Reviewed By: Christine Engel, Community Services Director

Attachments:
1. Parks & Recreation Commission Meeting Minutes June 25, 2018

City Manager

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Parks and Recreation Commission Meeting Minutes

Monday, June 25, 2018

6:30 PM
Council Chambers

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Communications - Public Comment

E. Communications - Commission/Staff Statements and Requests

F. Presentation

G. New Business

H. Committee Reports

1. Standing Committee Report
   - Facilities Committee
   - Budget & Finance Committee
   - Program & Department Evaluation Committee
   - Urban Forest Committee
   - Ad Hoc Committee
   - Volunteerism Committee

No reports at this meeting.

I. Consent Calendar

2. Approve May 21, 2018 Minutes

On a motion by Andrew Foraker, seconded by Rashid Ali and carried unanimously, Motion to approve the minutes as written.

Ayes: Ali, Foraker, Singh, Valcarenghi, White-Snyder

J. Other Business

3. Review and Reissue Committee Assignments

4. Approve FY 18/19 Work Plan

Remove 2. Evaluate Committee Restructuring and 3.Review Policies, add Review Policies to 4. Review Facility Needs.

5. Commission Absent Requests

On a motion by Andrew Foraker, seconded by Rashid Ali and carried unanimously, Motion to approve absence request from Valcarenghi and White-Snyder for the October meeting.

Ayes: Ali, Foraker, Singh, Valcarenghi, White-Snyder

K. Report of the Staff

6. CSD Staff Report June 2018

L. Next Meeting

7. July 23, 2018

On a motion by Sanjit Singh, seconded by Carla White-Snyder and carried unanimously, Motion to adjourn at 7:24 p.m.

Ayes: Ali, Foraker, Singh, Valcarenghi, White-Snyder

M. Adjourn

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.6.
SUBJECT: Fire Department Quarterly Report for April-June 2018

Recommendation for Action:
Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2018 through June 2018.

Staff Contact:
Rebecca Ramirez, Fire Chief, (530) 661-5861, becky.ramirez@cityofwoodland.org

Background:
The Fire Department Quarterly Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council now receives status reports on a quarterly basis via agenda packet.

Conclusion:
Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2018 through June 2018.

Prepared By: Jeran Ulrich, Management Analyst
Reviewed By: Rebecca Ramirez, Fire Chief

Attachments:
1. Fire Department second quarter statistics

City Manager

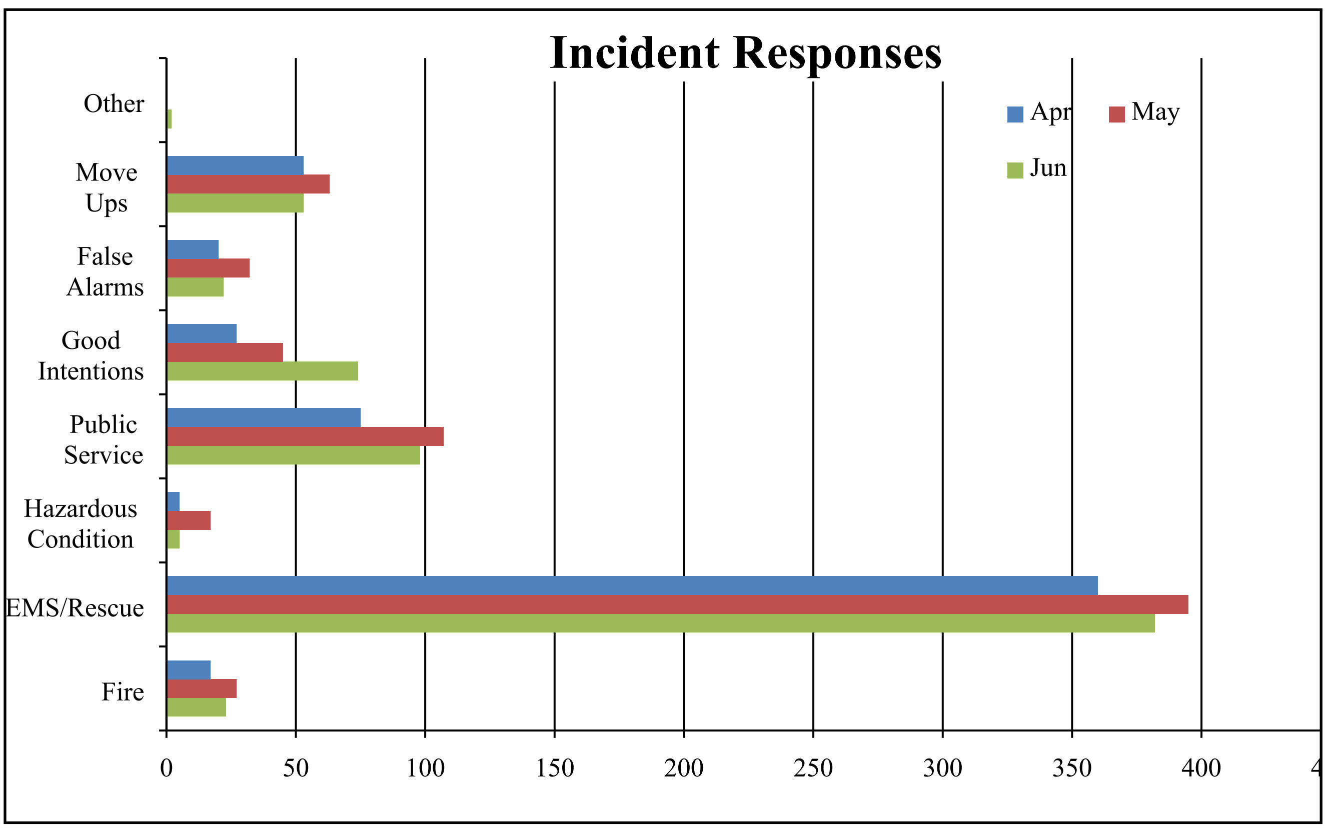
WOODLAND FIRE DEPARTMENT
Quarterly Report

DATE: August 21, 2018

SUBJECT: QUARTERLY REPORT FOR APRIL-JUNE 2018

The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Total Incident Responses	April	May	June
Fire	17	27	23
EMS/Rescue	360	395	382
Hazardous Condition	5	17	5
Public Service	75	107	98
Good Intentions	27	45	74
False Alarms	20	32	22
Move Up*	53	63	53
Other	0	0	2
TOTAL	**557**	**686**	**659**



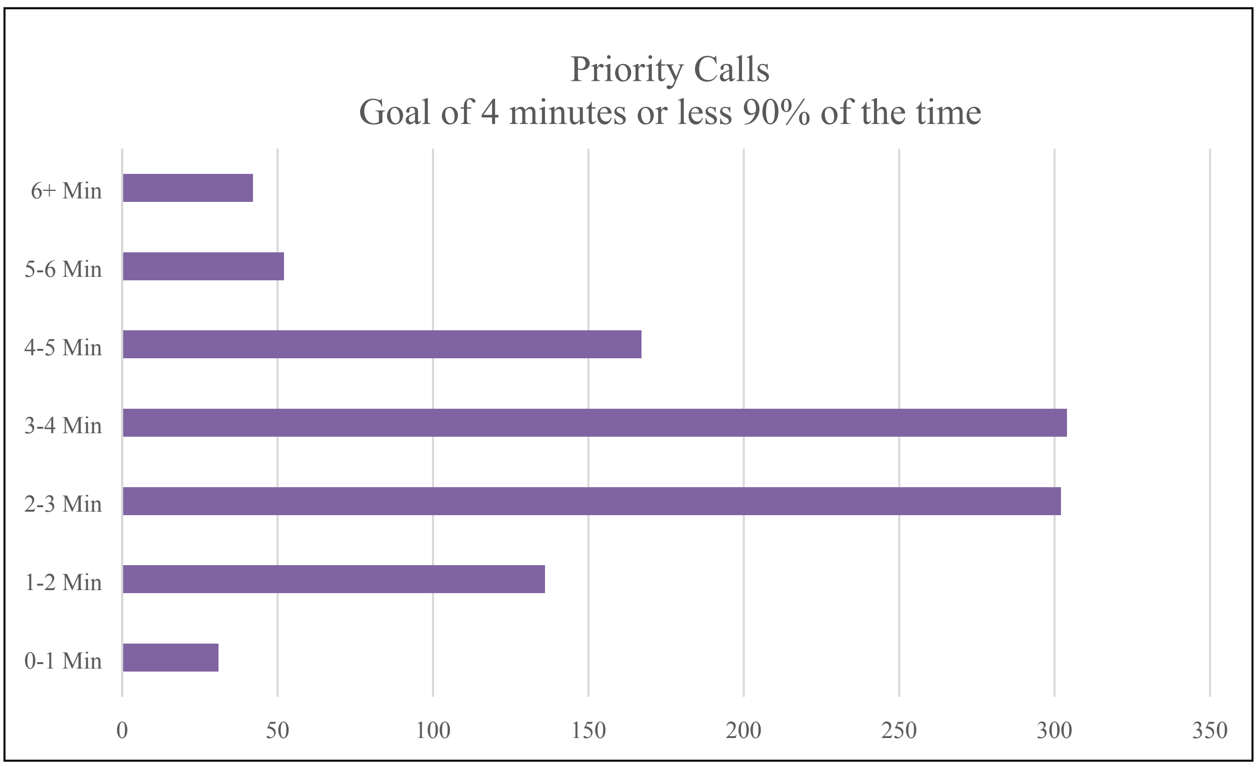
*When two or three (dependent on area) engine/truck companies are committed to calls simultaneously, the remaining engine/truck companies move strategically into the vacated area(s) to ensure adequate coverage based upon the number of available apparatus. This practice is called a "move up".

Fire Prevention	April	May	June
Engine Company Inspections	34	162	117
Inspections	131	196	103
Plan Reviews	14	17	7
Code Enforcement Hours	7.5	2.5	13.5
Fire Investigation Hours	15.5	1.5	0

Quarterly Travel Times:

Based on the City's general plan, the Woodland Fire Department has adopted the national travel time standards set forth in NFPA 1710. These times are calculated using en route time (the time the company leaves the station) and arrival time (the time the company arrives on scene). Below is a breakdown of travel time goals and average travel times (in minutes) by type of call:

Quarterly Travel Times	April-June		
	Response Goal	Actual Performance	Average Travel Time
Structure Fire (1st Unit)	4 minutes 90% of the time	75.00%	3:09
Fire- Other	4 minutes 90% of the time	77.50%	3:24
First Alarm Assignment- Woodland Units Only *(3 Engines, 1 Truck, 1BC)*	8 minutes 90% of the time	100.00%	6:05
Emergency Medical	4 minutes 90% of the time	78.36%	3:10



Automatic or Mutual Aid:

Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request. Mutual aid occurs when fire departments provide help to one another upon special request when a significant event(s) (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

	April	**May**	**June**
Aid Received	21	8	11
Aid Given	5	23	21
TOTAL	**26**	**31**	**32**

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.7.
SUBJECT: Police Department Quarterly Status Report for April 2018 through June 2018

Recommendation for Action:
Staff recommends that the City Council accept the Police Department Quarterly Status Report for April 2018 through June 2018.

Staff Contact:
Luis Soler, Chief of Police, (530) 661-7865, Luis.Soler@cityofwoodland.org

Background:
The Police Department Quarterly Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council will now be receiving Status Reports on a quarterly basis via agenda packet.

Conclusion:
Staff recommends that the City Council accept the Police Department Quarterly Status Report for April 2018 through June 2018.

Prepared By: Trista Kennedy, Executive Assistant
Reviewed By: Derrek Kaff, Police Captain

Attachments:
1. PD Quarterly Report for April 2018 - June 2018

City Manager

WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

April– June 2018

The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

OFFICE OF THE CHIEF:

Personnel

April – June 2018	Budgeted	Filled
Sworn	64	64
Non-sworn (FTE)	15	15
Non-sworn (PT/Temp.)	4	4
TOTAL	**83**	**83**

Volunteers in Policing Program (ViPs):

The Department's ViP program consists of 37 Volunteers and 7 Chaplains. The ViPs and Chaplains contributed 881.56 hours for the 2nd quarter and a total of 1806.27 hours for 2018. The total hours for this quarter are:

ViP Hours	April	May	June	Total
Chaplains	11	18.5	18.5	**48**
Volunteers	264.47	298.8	270.29	**833.56**

PATROL BUREAU:

The backbone of any police organization is its Patrol Division. The Woodland Police Department's Patrol Division provides quality law enforcement services to our community 24 hours every day, 365 days per year.

CRIME

Category	April	May	June	Calendar Year 2018 Reported to CA DOJ	Calendar Year 2018 Percent change
Homicide	0	0	0	0	-100.00%
Rape	2	1	0	3	-22.22%
Robbery	9	5	7	21	75.00%
Aggravated Assaults	11	10	12	33	-12.12%
Simple Assaults	37	45	44	126	-49.62%
Burglary	16	12	25	53	-25.30%
Larceny/Thefts	75	66	83	224	-20.29%
Auto Theft	16	14	19	49	3.64%
Arson	1	2	0	3	-68.42%
TOTAL	**167**	**155**	**190**	**512**	

WOODLAND POLICE DEPARTMENT
QUARTERLY REPORT
April– June 2018

Reports

	April	May	June	TOTAL
Online Reports/Coplogics	37	28	10	**75**
Mail-in Reports (MLRs)	58	61	95	**214**
Other case numbers issued	479	516	527	**1522**
TOTAL	**574**	**605**	**632**	**1811**

Response Times

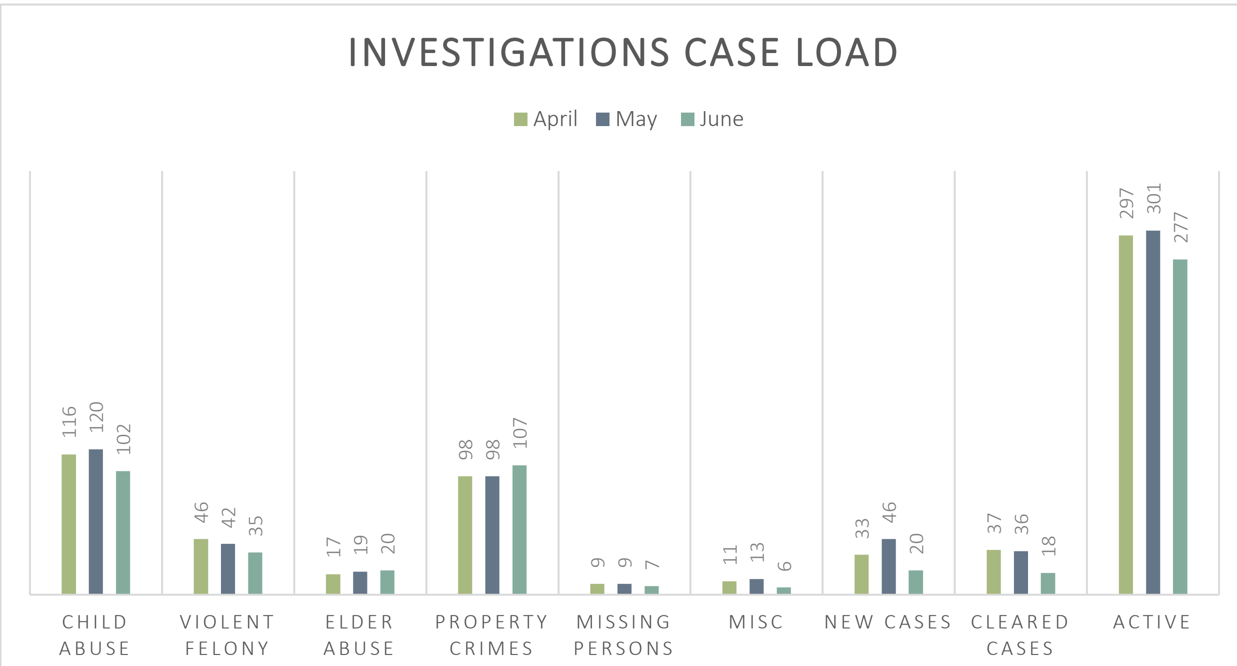
	April	May	June
Priority 1	7:58	7:40	7:05
Priority 2	14:11	9:40	10:08
Priority 3	32:15	28:58	29:55

WORKLOAD

Calls for Service	April	May	June	TOTAL
Priority 1	110	104	123	**337**
Priority 2	1866	2070	2044	**5,980**
Priority 3	104	104	112	**320**
All other calls for service	3,296	3,629	3,898	**10,823**
TOTAL	**5,376**	**5,907**	**6,177**	**17,460**

INVESTIGATIONS BUREAU:

The Investigations Bureau conducts follow-up criminal investigations on all felony and select misdemeanor crimes reported to the Police Department. Typically, a uniformed police officer responds to a call for service and prepares a police report which may require follow-up investigation. A Police Investigator is then assigned to conduct the follow-up, often requiring many hours of investigation before an arrest is made or a case is closed.



290 Registrant Activity	April	May	June
Total registrants	**139**	**135**	**135**
Total transient registrants	15	12	13
290 PC violation warrants issued	0	0	0
Not in compliance with annual update	0	0	0

COMMUNITY RELATIONS BUREAU:

The Community Relations Bureau is also responsible for all community outreach events, training, and media relations.

School Resource Officers (SRO):

There are three School Resource Officers (SROs) assigned to schools within the Woodland Joint Unified School District. They are responsible for all calls and incidents involving students while on school grounds. While responsible for typical calls for service at the campus, the SROs provide a much greater service.

The SROs had the following activity for the 2nd quarter of 2018:

Activity	April	May	June
Consensual contacts	1818	1,835	1,986
Fighting	7	9	2
Alcohol violations	0	0	2
Gang activity	0	1	1
Narcotics	1	7	1
Truancy	11	8	3
Tobacco use	0	0	0
Vandalism	0	0	0
Theft	1	0	0
Weapons	0	0	0
Other misdemeanor crimes	0	0	2
Other felony crimes	1	0	1
Administrative/Home visits	146	157	74
Overall Total:	**1985**	**2,017**	**2,072**

During the month of April, SRO Gray, SRO McManus and SRO Flores taught G.R.E.A.T. at Zamora Elementary, Prairie Elementary and Tafoya Elementary respectively. SRO Gray worked on the 7th grade G.R.E.A.T. pilot program and attended a Positive Behavior and Intervention Support parent call. SRO McManus conducted an Active Shooter Training at Sci-Tech Elementary. SRO Flores taught a women's self-defense class and did a presentation for Spanish-speaking parents at the school district.

In May, SRO Gray, SRO McManus and SRO Flores taught G.R.E.A.T. at Zamora Elementary, Prairie Elementary and Tafoya Elementary respectively. SRO Gray delivered a presentation on Safety and Good Conduct at a Pioneer High School senior assembly. SRO McManus conducted Active Shooter Training at three different schools sites and attended SARB (Student

Attendance Review Board), Pioneer High School Prom, Cache Creek High School Award Ceremony and a Law Enforcement Appreciation breakfast at Woodland Christian School. SRO Flores attended meetings for WPAL, WPAL Summer Program, Fall Festival & Open House, SARB (Student Attendance Review Board) and DA Mediation.

In June, SRO Gray met with WJUSD and the principal of Lee Middle School to coordinate for the upcoming G.R.E.A.T. middle school curriculum. SRO Gray attended a WPAL Summer Program meeting and he attended graduations for Pioneer High School, Woodland High School and Lee Middle School. SRO McManus and SRO Flores attended a WPAL Summer Program meeting. They also attended graduations for Pioneer High School, Woodland High School, Lee Middle School and Douglass Middle School.

SUPPORT SERVICES BUREAU:

The Support Services Bureau is comprised primarily of non-sworn staff. The bureau encompasses the Records Division and Property and Evidence. The Records Division serves as one of the most important functions in the Department. The Division is responsible for entering and processing all crime, traffic, warrant, citation, towed vehicles and property information into computerized databases.

Records:

Reports Processed	1,629
Citations Entered	286
Traffic Collisions	157
Warrants	735

Property and Evidence:

Evidence Processed	1,176
Property for safekeeping	153
Found Property	72
Items Purged	717

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.8.
SUBJECT: Second Reading - Shopping Cart Ordinance

Recommendation for Action:
Staff recommends that the City Council adopt Ordinance No. _____, amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10 of the Woodland Municipal Code regarding mandatory containment systems and impound procedures applicable to shopping carts taken from retail establishments.

Staff Contact:
Heath Parsons, Lieutenant, (530) 661-7845, heath.parsons@cityofwoodland.org

Attachments:
1. Woodland_-_Shopping_cart_ordinance_(BBK_6.28.18)-c2

City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO AMEND SECTIONS 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, AND 14A-5-10 OF THE WOODLAND MUNICIPAL CODE REGARDING MANDATORY CONTAINMENT SYSTEMS AND IMPOUND PROCEDURES APPLICABLE TO SHOPPING CARTS TAKEN FROM RETAIL ESTABLISHMENTS

WHEREAS, the City currently regulates the use of shopping carts in the City by requiring retail establishments to use an effective containment system to contain shopping carts within the property boundaries of the business or adjacent parking area; and

WHEREAS, the City has faced significant and increasing amounts of abandoned, stolen, or misappropriated shopping carts in the City, resulting in excessive costs to the City through use of City resources and staff time to retrieve, impound, and return or destroy shopping carts; and

WHEREAS, many abandoned or misappropriated carts are left in streets, alleys, parks, and other places on public and private property, interfering with pedestrian and vehicular traffic and contributing to blight and deterioration; and

WHEREAS, the City Council has therefore determined that amendments to the City's existing regulations of shopping carts are necessary to ensure that retail establishments more adequately contain shopping carts within their business property boundaries and timely retrieve carts taken outside the business premises; and

WHEREAS, the City Council further desires to amend existing shopping cart regulations to clarify that taking shopping carts away from a retail establishment's premises without authorization is misappropriation of property in violation of Penal Code section 485, and to provide for more effective enforcement against individuals that do so; and

WHEREAS, the City is authorized to adopt this ordinance pursuant to Business and Professions Code section 22435.8.

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

Section 1. **Amendment.** The definition of "Identified cart" contained in Section 14A-5-1 of the Woodland Municipal Code is hereby amended as follows (additions in *italics*, deletions in ~~strikethrough~~):

"Identified cart" means a shopping cart that has a permanently affixed sign that ~~identifies, in accordance~~*provides the information specified in* ~~with~~ Section 14A-5-5 of this article.

Section 2. **Amendment.** Section 14A-5-3 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-3. - Mandatory containment systems for shopping carts.

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(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 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~~*2*) 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~~ *shall* 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~~*3*) Security guards posted *at the perimeter of the premises where carts are allowed* to deter and stop customers who attempt to remove carts from the business premises.

(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 article.~~

~~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 three occurrences of shopping carts being removed from the business premises without the owner's consent during any six-month period. An occurrence includes all identified carts impounded by the city, or a contractor of the city, in a one-day period.* ~~no more than five shopping carts being removed without the owner's consent from the business premises or parking area within any twelve-month period~~.

There is a rebuttable presumption that a*n* ~~cart found abandoned somewhere off the premises of the cart owner~~ *abandoned shopping cart* was removed from the premises without the cart owner's consent.

(~~c~~*d*) Each cart owner must file with the city an annual evaluation of the cart owner's loss prevention plan*, identifying the type of effective containment system(s) used and a designated representative for the city to contact in the event the city finds an abandoned shopping cart belonging to the cart owner. For purposes of this section, a cart owner may designate a third-party contractor or other representative authorized to act on behalf of the cart owner for purposes of retrieving abandoned shopping carts.*

Section 3. **Amendment.** Section 14A-5-4 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-4. 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 *or parking area*, unless the cart owner expressly authorizes its removal in writing.

Section 4. **Amendment.** Section 14A-5-6 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-6. - Impounding of abandoned carts.

(a) Identified Carts. The city, or a contractor *of the city*, may remove and impound any *identified cart that is an* 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 thirty 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 twenty-four hours following the cart impoundment, the owner of an identified cart or his representative shall be given actual notice of the location where the cart may be claimed.

(b) Unidentified Carts. The city, or a contractor *of the city*, may remove and impound any abandoned ~~unidentified~~ shopping cart *that is unidentified* 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 thirty 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.

Section 5. **Amendment.** Section 14A-5-7 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-7. - Nuisance abatement administrative fees and fines.

(a) Administrative Fees. Except as provided in Section 14A-5-8 of this article, 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 14A-5-8 of this article, 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 14A-5-8 of this article. An occurrence includes all identified carts impounded by the city, or a contractor *of the city*, 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~~.

Section 6. **Amendment.** Section 14A-5-8 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-8. - Recovery by owner.

Cart owners are solely responsible for recovering any abandoned carts impounded by the city. Claims to recover an impounded shopping cart shall be presented to the city in accordance with the following:

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

(2) 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 subdivision (~~c~~*3*) of this section.

(3) The owner of an *impounded,* identified cart may reclaim it within three business days following the date of actual notice of impoundment *by the city,* at no charge *to the cart owner,* ~~whatsoever,~~ including ~~the~~ *a* waiver of any administrative fees and fines that would

otherwise be applicable pursuant to Section 14A-5-7 of this article. Any identified cart reclaimed by the owner or his authorized representative within the three business days shall not be deemed an occurrence for purposes of Section 14A-5-7(b) of this article. 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 14A-5-7 of this article, commencing on the fourth business day following the date of actual notice of impoundment.

(4) 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.

(5) 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.

Section 7. **Amendment.** Section 14A-5-9 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-9. - Disposal.

Any identified or unidentified cart may be sold or otherwise disposed of by the city, or a contractor *of the city*, if not reclaimed within thirty days of receipt by the cart owner of a notice of impoundment, or within thirty days from the date of impoundment if no notice was required by this article. 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.

Section 8. **Amendment.** Section 14A-5-10 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-10. - 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 article. Appeals shall be made in writing to the city manager within ten calendar days of ~~the receipt of a request for an appeal~~*payment under protest of the fees and/or fines*. The cart owner or authorized representative shall appear and be heard on the matter *within ten calendar days of city's receipt of the written appeal*. If the city manager determines*, based on substantial evidence,* that the shopping cart was not removed and stored in substantial accordance with the provisions of this article, the nuisance abatement administrative fee and/or fine shall be refunded. The decision of the city manager shall be final.

Section 9. **Severability.** If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. **Publishing; Effective Date.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, 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 the California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

Section 11. **Compliance by Retail Establishments.** Upon the Effective Date of this Ordinance, existing retail establishments utilizing a containment system that no longer complies with the requirements for an effective containment system set forth in this Ordinance may, upon filing a written request with the city manager, obtain an extension of time for compliance. The request must be received by the city within ten (10) days of the effective date of this Ordinance, and shall identify the need for an extension of time. The city manager may grant such requests, providing an extension of up to ninety (90) days from the Effective Date of this Ordinance for compliance.

PASSED AND ADOPTED by the City Council of the City of Woodland on this _______ day of __________________, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.9.
SUBJECT: Investment Policy Update

Recommendation for Action:
Staff recommends that the City Council approve the updated Investment Policy for the City of Woodland.

Staff Contact:
Adam Devlin, Senior Accountant, (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact:
No fiscal impact resulting from adoption of the policy.

Background:
The investment policy serves as the foundation of a local agency's investment goals and priorities. The investment policies and practices of the City of Woodland are based on state law and prudent money management. All funds are invested in accordance with Article 2 of Chapter 4 of the California Government Code. The investment policy is in compliance with the provisions of the California Government Code, Sections 53600 through 53659, the authority governing investments for municipal governments. Within this code, any changes to a municipal investment policy must be adopted by the City Council.

Discussion:
The City's investment policy has been modeled after the legal requirements for municipal investments outlined in California Government Code, Sections 53600 through 53659, which are amended from time to time.

The California Debt and Investment Advisory Commission (CDIAC) updated its list of allowable investments for 2018 to include Supranational Obligations. A supranational organization is formed by a group of countries through an international treaty with specific objectives such as promoting economic development. Supranational organizations also issue debt in the United States. CDIAC's update for 2018 allows local agencies to invest in bonds issued by one of three supranationals: World Bank, International Finance Corporation (IFC) and InterAmerican Development Bank (IADB), which were established by international treaties, incorporated into U.S. Federal law by Congressional Acts and headquartered in Washington, D.C. Currently, these entities carry the highest credit ratings (AAA) based on their financial structure, policies, performance and capital support from shareholders. Securities issued by these supranationals include benchmark bonds, global bonds, structured notes, plain fixed and floating rate notes, discount notes as well as green bonds. In order for local agencies to invest in bonds issued by supranationals, the bonds must meet the following criteria:

- Maturity of five years or less

- Eligible for purchase and sale within the US

- In a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization (NRSRO)

- Cannot exceed 30 percent of the agency's investment portfolio

Given that the Government Sponsored Enterprise's (GSE) continue to reduce issuance adding Supranational Obligations to the list of authorized investments provides some additional diversification for the City.

In addition, while reviewing our current investment policy it was noted that under our authorized investments the Certificate of Deposit (CD) $100,000 guaranteed by the Federal Deposit Insurance Corporation (FDIC) is no longer correct. The current standard insurance amount by the FDIC is currently $250,000 per ownership, per bank. FDIC insurance covers depositors' accounts at each insured bank, dollar-for-dollar, including principal and accrued interest through the date of the insured bank's closing, up to the insurance limit.

Conclusion:
Staff recommends that the City Council approve the updated Investment Policy for the City of Woodland.

Prepared By: Adam Devlin, Senior Accountant
Reviewed By: Kimberly McKinney, Finance Officer

Attachments:
1. Investment Policy FY18-19

City Manager

CITY OF WOODLAND
INVESTMENT POLICY

POLICY: It is the policy of the City of Woodland to maximize the productive use of assets entrusted to its care and to invest and manage those public funds wisely and circumspectly. The surplus funds shall be invested in accordance with the provisions of Article 1 and 2 of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (53600-53997). Unless otherwise noted, all section references are to the California Government Code.

SCOPE: This investment policy applies to the City of Woodland's Surplus Funds, as defined by Section 536-1. Surplus Funds means those funds which are not required for the City of Woodland's immediate necessities as defined in Section 53601.

BACKGROUND & ANALYSIS:

1.0 **PURPOSE**: The Investment Policy is designed to provide guidelines for the prudent investment of the City's surplus funds.

2.0 **GOAL**: The goal of the Investment Policy is to enhance the economic status of the City while prudently protecting its pooled cash and also complying with this investment policy and California Government Code Sections 53600 through 53659, which governs investments for municipal governments. Although pursuit of interest earnings on investment is an appropriate City goal, the primary consideration is preservation of capital resources. Thus, the City's yield objective is to achieve a reasonable rate of return rather than the maximum generation of income that might expose the City to unacceptable levels of risk.

3.0 **OBJECTIVE**: The City shall attempt to invest funds to the fullest extent possible and at the highest possible yield while satisfying the criteria for investment selection outlined below.

4.0 **INVESTMENT POLICY**:
The City has the fiduciary responsibility to maximize the productive use of assets entrusted to its care and to invest and manage those public funds wisely and circumspectly. In determining individual investment placements, the following factors shall be considered in priority order: safety, liquidity, and yield.

4.1 **SAFETY**:
Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk as summarized below.

4.1.1 **CREDIT RISK** – This is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

4.1.1.1 Limiting investment to the safest types of securities;

4.1.1.2 Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business;

4.1.1.3 Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

4.1.2 **INTEREST RATE RISK** – This is the risk that the market value of securities in the portfolio will fall due to changes in the general interest rates. Interest rate risk may be mitigated by:

4.1.2.1 Structuring the investment portfolio such that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;

4.1.2.2 Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

4.2 **LIQUIDITY:**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with the cash needs to meet anticipated demands. A portion of the portfolio should be placed in local government investment pools (such as LAIF), which offer same-day liquidity for short-term funds.

4.3 **YIELD:**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the investment risk of constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Securities shall not be sold prior to maturity with the following exceptions:

4.3.1 A declining credit security, which could be sold early to minimize loss of principal;

4.3.2 A security swap, which would improve the quality, yield, or target duration of the portfolio;

4.3.3 A capital gain that would be realized to better position the overall portfolio to achieve investment policy goals.

5.0 **STANDARDS**:

5.1 **RESPONSIBILITY**:

The City Treasurer (as well as other City employees delegated by her) acting in accordance with written procedures and this investment policy and excising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely basis and the liquidity and the purchase of securities are carried out in accordance with the terms of this policy. The City Treasurer and her staff shall recognize that the investment portfolio is subject to public review and evaluation.

5.1.1 Cash Review – the Treasurer or her delegate will review the cash balances and the investment portfolio daily, or as needed; items reviewed should include: bank account balances, maturing investments, debt service and other large periodic cash disbursements.

5.2 **PRUDENT INVESTOR STANDARD**: The City Treasurer and such employees as she may direct to make investments (see Section 5.4) are subject to the prudent investor standard set out under Section 53600.3. The City Treasurer or her delegate, acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments, as defined in Section 53600.3.1.

5.3 **GOVERNMENT CODE**:
Government Code Sections 16481.2, 53601, 53635, and 53646 of the State of California regulate the investment policies of jurisdictions within the State. The City of Woodland will adhere to these provisions in developing and implementing the City's investment policies and practices.

5.4 **ETHICS AND CONFLICT OF INTEREST**:
Officers and employees involved in the investment process shall not engage in any activity that would conflict with the proper execution of this investment policy, create the appearance of such a conflict, or would impair the City Treasurer's ability to make impartial investment decisions.

5.5 **DELEGATION OF AUTHORITY**:
Authority to manage the investment program is granted to the City Treasurer. Under the oversight of the City Treasurer, responsibility of the operation of the investment program may be delegated to other staff who shall act in accordance with established written procedures and internal controls consistent with the investment policy.

5.6 **INTERNAL CONTROL**:
The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

5.6.1 Control of collusion
5.6.2 Separation of transaction authority from accounting and record keeping
5.6.3 Custodial safekeeping
5.6.4 Clear delegation of authority to subordinate staff members
5.6.5 Written confirmation of transactions for investments and wire transfers including settlement dates, amount of transaction, safekeeping account number and CUSIP number if applicable.
5.6.6 Development of a wire transfer agreement with the lead bank and third-party custodian.

6.0. **SCOPE:**

This investment policy shall apply to all financial assets of the City of Woodland, including, but not limited to:

- 6.1 General Fund
- 6.2 Special Revenue Funds
- 6.3 Capital Projects Funds
- 6.4 Debt Service Funds
- 6.5 Enterprise Funds
- 6.6 Internal Service Funds
- 6.7 Trust and Agency Funds
- 6.8 Redevelopment Funds
- 6.9 Public Financing Authority Funds

7.0 **SAFEKEEPING AND CUSTODY**:

7.1 **SELECTION OF ELIGIBLE FINANCIAL INSTITUTIONS:**

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- 7.1.1 Audited financial statement (annually)
- 7.1.2 Proof of National Association of Securities Dealers (NASD) certification
- 7.1.3 Proof of state registration
- 7.1.4 Certification of having read, understood and agreed to comply with the City's investment policy. These documents shall be provided annually as appropriate. In selecting financial institutions for deposit or investment of funds, the authorized Investment Officers shall consider the credit-worthiness of the institution.

7.2 **BROKER/DEALERS**:

- 7.2.1 Investments must be purchased directly from the issuer, from an institution licensed by the State as a broker/dealer, from a member of a federally regulated securities exchange, or from a brokerage firm designed as a primary government dealer by the Federal Reserve Bank.
- 7.2.2 The City Treasurer will maintain a file of broker/dealers with which the City is currently doing business, which will include (at minimum) the firm name, contact person, telephone number, fax number, e-mail address, and annual audited financial statements (as applicable).

7.3 **DELIVERY VS. PAYMENT**:

All trades, where applicable, will be executed by delivery vs. payment to ensure that securities are deposited prior to the release of funds. To protect against potential losses by collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a third party bank trust department acting as agent for the City under terms of a custody agreement executed between the bank and the City.

7.4 **COLLATERALIZATION**:

Collateral is required for investments in non-negotiable certificates of deposit. In order to reduce market risk, the collateral level shall be at least 110% of market value of principal and interest and marked to market weekly. Securities acceptable as collateral shall be the direct obligations of, or are fully guaranteed as to principal and interest, by the United States or any agency of the United States.

8.0 **AUTHORIZED INVESTMENTS**:

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of such limitations, the following investments are authorized:

8.1 **UNITED STATES TREASURY BILLS, BONDS, AND NOTES** or those for which the full faith and credit of the United States are pledged for payment of principal and interest.

8.2 **STATE OF CALIFORNIA OBLIGATIONS**-including bonds payable solely out of the revenues from a revenue-producing property operated by the State of California or by a department, board, agency, or authority of the state.

8.3 **FEDERAL AGENCY OBLIGATIONS** – enterprise obligations, participations or other instruments including those issued or fully guaranteed as to principal and interest by the Federal Government agencies; (e.g. Government National Mortgage Association (GNMA), the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation (FHLMC)).

8.4 **NEGOTIABLE CERTIFICATES OF DEPOSIT** –issued by nationally or state chartered banks, state or federal savings institutions (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30% of the cost value of the portfolio.

8.5 **LOCAL AGENCY INVESTMENT FUND (LAIF)** – As authorized in Government Code Section 16429.1, local agencies may invest in the Local Agency Investment Fund, a money market fund, which allows local agencies to pool their investment resources. Current policies of LAIF set minimum and maximum amounts of monies that may be invested as well as maximum numbers of transactions that are allowed per month.

8.6 **CA LOCAL AGENCY OBLIGATIONS** – bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue-producing property, owned controlled, or operated by the local agency, or by a department, board, agency or authority of the local agency.

8.7 **CERTIFICATE OF DEPOSIT (CD***)* - Purchased through a bank or savings and loan association for a specified period of time at a specified rate of interest. The first $25~~10~~0,000 of a certificate of deposit is guaranteed by the Federal Deposit Insurance Corporation (FDIC). CD's with a face value in excess of $25~~10~~0,000 will be collateralized by U.S. Treasury Department securities, which must be at least 110% of the face value of the CD. No other collateralization will be accepted.

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8.8 **MEDIUM TERM CORPORATE NOTES** with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated in a rating category ~~AA~~

"A" or its equivalent or better by ~~Moody's and Standard & Poor's volatility risk~~a nationally recognized rating service~~s~~.

8.9 **MONEY MARKET MUTUAL FUNDS -** Mutual funds invested in U.S. Government securities are permitted under this policy and under the California Government Code Section 53601. In order to be eligible for investment under this section, an investment objective of such a fund must be the maintenance of a price per share of $1.00. The following criteria must also be met:

8.7.1 The fund shall have a minimum of $500 million in total portfolio value.

8.7.2 The fund shall be registered with the Securities and Exchange Commission, and shall have achieved a rating of AAA by Moody's and AAA by S&P.

8.7.3 The fund shall have retained an advisor which is registered with the SEC, or which is exempt from such registration, and has at least 5 years experience managing money market funds, including those in excess of $500 million.

8.10 **SUPRANATIONAL OBLIGATIONS** – Section 53601 (q) allows local agencies to invest in bonds issued by one of three supranationals: World Bank, International Finance Corporation (IFC) and InterAmerican Development Bank (IADB), which were established by international treaties, incorporated into U.S. Federal law by Congressional Acts and headquartered in Washington, D.C. Securities issued by these supranationals include benchmark bonds, global bonds, structured notes, plain fixed and floating rate notes, discount notes as well as green bonds. In order for local agencies to invest in bonds issued by supranationals, the bonds must meet the following criteria:

8.10.1 Maturity of five years or less

8.10.2 Eligible for purchase and sale with the US

8.10.3 In a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization (NRSRO)

8.10.4 Cannot exceed 30 percent of the agency's investment portfolio

9.0 INVESTMENT PARAMETERS:

9.1 DIVERSIFICATION:

The City of Woodland will diversify its Investments by security type and institution and the City will select maturities to provide for stability of income and liquidity. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following policies and constraints shall apply:

9.1.1 Portfolio maturities shall be matched against liabilities to avoid undue concentration in a specific maturity sector.

9.1.2 Maturities selected shall provide for stability of income and liquidity.

9.1.3 Disbursement and payroll dates shall be covered through LAIF, marketable U.S. Treasury bills or other cash equivalent instruments such as money market mutual funds which will ensure that appropriate liquidity is maintained.

9.2 MAXIMUM MATURITIES:

In order to minimize the impact of market risk, it is intended that all investments will be held to maturity. Investments may be sold prior to maturity for cash flow, appreciation purposes or in order to limit losses, however, no investment shall be made based solely on earnings anticipated from capital gains. To the extent possible, the City shall attempt to match its investments to anticipated cash flow requirements. The City will not invest in securities maturing more than 5 years from the date of purchase. The City may adopt weighted average maturity limitations (2 years) consistent with investment objectives.

9.3 **PROHIBITED INVESTMENTS AND DIVESTMENT**:

The City Treasurer shall not make any investment prohibited under Article 1 or 2 of Chapter 4 of the California Government Code (see e.g. Section 53601.6 and 53631.5). Investments authorized when made, but no longer permitted by applicable law, may be divested from the City of Woodland's portfolio in accordance with the investment statement, investment objectives and prudent investor standard.

9.4 **TAX and REVENUE ANTICIPATION NOTES (TRANS):**

Government Code Section 53821.5 prohibits the investment of TRAN proceeds in securities that have terms exceeding those of the TRAN itself. The TRAN proceeds can be invested in items that have no specific term to maturity as long as the proceeds can be removed within the period of the TRAN without a penalty.

10.0 **REPORTING**:

10.1 **METHODS**:

The City Treasurer shall prepare quarterly investment reports to the City Manager and City Council which shall include the:

10.1.1 par amount of the investment,
10.1.2 classification of the investment,
10.1.3 percentage of the total portfolio, which each type of investment represents, name of the institution or entity,
10.1.4 rate of interest,
10.1.5 maturity date,
10.1.6 current market value,
10.1.7 reports shall also include a statement that the projected cash flow is adequate to meet expected obligations over the next six months, and that the portfolio is in compliance with this policy. The report shall be due approximately 45 days from the end of the month being reported.

10.2 **PERFORMANCE STANDARDS**:

The investment portfolio will be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow need. The portfolio shall be managed in accordance with the parameters specified within this policy; a market average rate of return will be obtained during a market/economic environment of stable interest rates. An appropriate benchmark of the 90-day U.S. Treasury bill shall be established against which portfolio performance shall be compared.

10.3 **MARKING TO MARKET**:

The market value of the portfolio shall be calculated at least yearly and a statement of the market value of the portfolio shall be issued at least quarterly with the investment report.

11.0 **INVESTMENT POLICY ADOPTION**:

The Investment Policy shall be adopted by minute action of the City Council of the City of Woodland. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the City Council.

GLOSSARY

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSA's) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Cash Sale/Purchase - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

CALIFORNIA POOLED INVESTMENT AUTHORITY (CPIA) –this investment pool is managed by MBIA-Municipal Investors Service Corporation, an investment subsidiary of MBIA, Inc

Certificate of Deposit - A document written by a bank or other financial institution that is evidence of a deposit, with the issuer's promise to return the deposit plus earnings at a specified interest rate within a specified time period.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

Credit Quality - The measurement of the financial strength of a bond issuer. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. Fed funds are considered to be immediately available funds.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Agency Investment Fund (LAIF) - An investment pool for local governments in which their money pooled and managed by the California State Controller's Office.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments.

Mutual Fund Statistical Services - Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services, and Morningstar.

Par - Face value or principal value of a bond, typically $1,000 per bond.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Investor Standard - An investment standard outlining the fiduciary responsibilities of public funds

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Supranational – an international group or union in which the power and influence of member states transcend national boundaries or interests to share in decision making and vote on issues concerning the collective body.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000.

"***Volatility Risk" Rating*** - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds.

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.10.
SUBJECT: Treasurer's Investment Report for the quarter ended June 30, 2018

Recommendation for Action:
Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2018.

Staff Contact:
Adam Devlin, Senior Accountant, (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact:
There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:
Each quarter staff is required to provide the City Council with a report form the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:
As of June 30, 2018 the City treasury consisted of investments with a total book value of $120,456,290. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending June 2018 was 1.90%, the average yield on the City of Woodland's investments as of June 30, 2018 was 2.18%. This results in an overall portfolio yield, combining all investments and LAIF of 1.83%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending June 2018 was 1.93%. The City fell short of its benchmark by 0.10% as short term interest rates continue to increase faster than previously forecasted. The increasing yield on the short term Treasury bill often occur as a result of actions by the Federal Reserve and the volatility across other investment types. Historically, the periods of time when the short term yield of the Treasury bill exceeds the longer, 12-month average of other treasury investments have been infrequent and short-lived. Over the long term, the City's investment policy and strategy is still expected to outperform short term investments.

The City's investment strategy is to maintain 40% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of twenty-one months, and achieve an investment return of 1.93% based on the parameter of allowable investments. As of June 30, 2018 the City maintained 46.54% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of fifteen months, and achieved an investment return of 1.83%. The City narrowly missed its target yield by 0.10% due to faster than previously anticipated increases in the federal interest rate.

Over the next quarter the City will continue to implement and evaluate its investment strategy by investing investable liquidity in agency callable bonds, corporate securities, and certificates of deposit. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy. During this time the City forecasts that there will be $2,000,000 in maturities on its investments.

The attached report provides a summary of the City's current investments, includes the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion:
Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2018.

Prepared By: Adam Devlin, Senior Accountant
Reviewed By: Kimberly McKinney, Finance Officer

Attachments:
1. Q4_FY_2018_08.21.2018

City Manager

CITY OF WOODLAND
INVESTMENT REPORT

June-18

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT		AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)		53,226,492	44.2%
Certificate of Deposit		4,000,000	3.3%
Agency		42,638,686	35.4%
Corporate Securities		20,591,112	17.1%
	TOTAL	120,456,290	100.0%

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
United Bankers	2/11/2019	1.55	N/a	250,000	250,000	N/a	909557GP9
BMW Bank	6/16/2020	1.85	N/a	250,000	250,000	N/a	05580AJK1
Comenity Capital Bank	6/19/2020	1.75	N/a	250,000	250,000	N/a	20033AUE4
Merrick Bank	6/19/2020	1.80	N/a	250,000	250,000	N/a	59013JYV5
Ally Bank	6/22/2020	1.90	N/a	250,000	250,000	N/a	02006L3N1
Wex Bank	8/3/2020	1.85	N/a	250,000	250,000	N/a	92937CFV5
Bridgwater Bank	6/16/2021	1.85	N/a	250,000	250,000	N/a	108622FR7
Business Bank	6/23/2021	1.80	N/a	250,000	250,000	N/a	12325EHU9
First Financial Bank	6/29/2021	1.85	N/a	250,000	250,000	N/a	32021MEY1
Summitt Community Bank	6/30/2021	1.85	N/a	250,000	250,000	N/a	86604XLZ7
DNB First Bank	6/16/2022	1.95	N/a	250,000	250,000	N/a	25590AAF7
Goldman Sachs Bank	6/21/2022	2.35	N/a	250,000	250,000	N/a	68148PKX4
Marine Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	56817TAA9
Marlin Business Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	57116APK8
Discover Bank	7/26/2022	2.30	N/a	250,000	250,000	N/a	2546726C7
Wells Fargo Bank	7/28/2022	2.30	N/a	250,000	250,000	N/a	949763JU1
Total CD Investments				4,000,000	4,000,000		
Federal Home Loan Bank	7/17/2018	1.25	7/17/2018	1,000,000	1,000,200	999,645	3130ABTP1
Federal Home Loan Mortgage Corp	8/24/2018	1.04	8/24/2018	2,000,000	1,998,000	1,997,178	3134GAGM0
Federal National Mortgage Association	5/30/2019	1.25	8/30/2018	2,000,000	2,000,000	1,980,066	3136G3MH5
Federal National Mortgage Association	10/27/2019	1.00	10/27/2019	2,000,000	1,981,300	1,961,894	3135G0R39
Federal National Mortgage Association	2/26/2020	2.00	8/26/2018	2,000,000	2,000,000	2,000,264	3136G2XT9
Federal National Mortgage Association	4/27/2020	1.70	4/27/2020	2,000,000	2,005,000	1,969,872	3136G4NJ8
Federal National Mortgage Association	4/28/2020	1.50	4/28/2020	2,000,000	2,000,000	1,959,944	3136G2GR2
Federal National Mortgage Association	8/28/2020	1.25	8/28/2020	1,000,000	1,000,000	972,346	3136G33E3
Federal National Mortgage Association	9/15/2020	1.38	9/15/2020	2,000,000	2,000,000	1,948,640	3136G3PK5
Federal Home Loan Mortgage Corp	10/29/2020	1.25	7/29/2018	2,000,000	1,998,500	1,974,448	3134G7S77
Federal Home Loan Bank	10/29/2020	1.50	7/29/2018	1,142,857	1,142,286	1,130,149	3130A6KG1
Federal Home Loan Mortgage Corp	3/29/2021	2.53	3/29/2019	2,000,000	2,000,000	1,991,410	3134GSGT6
Federal Home Loan Mortgage Corp	4/28/2021	1.50	4/28/2021	2,000,000	2,000,000	1,937,608	3134G9AD9
Federal Home Loan Mortgage Corp	6/28/2021	2.50	9/28/2018	2,000,000	2,000,000	2,000,120	3134GSQA6
Federal Home Loan Bank	8/24/2021	1.75	8/24/2018	2,000,000	2,000,000	1,949,550	3130A93A7
Federal Home Loan Bank	9/7/2021	1.25	9/7/2018	2,000,000	2,000,000	1,945,370	3130A94G3
Federal Home Loan Bank	10/28/2021	1.25	10/28/2019	2,000,000	1,987,000	1,948,690	3130A9S85
Federal Home Loan Mortgage Corp	11/4/2021	1.50	8/4/2018	1,500,000	1,500,000	1,469,348	3134GAVP6
Federal Home Loan Mortgage Corp	12/29/2021	1.50	9/29/2018	2,000,000	2,000,000	1,979,808	3134GBTY8
Federal Home Loan Mortgage Corp	1/26/2022	2.13	7/26/2018	2,000,000	2,000,000	1,952,562	3134GAT79
Federal Home Loan Mortgage Corp	4/27/2022	2.63	4/27/2022	2,000,000	2,026,400	1,987,978	3134GBHM7
Federal Home Loan Mortgage Corp	6/29/2022	2.13	9/29/2018	2,000,000	2,000,000	1,941,614	3134GBWY4
Federal Home Loan Mortgage Corp	3/29/2023	2.50	9/29/2018	2,000,000	2,000,000	1,989,510	3134GSGC3
Total Agency Investments				42,642,857	42,638,686	41,988,013	

CITY OF WOODLAND
INVESTMENT REPORT

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Honda	10/10/2018	2.13	N/a	500,000	510,470	499,630	02665WAC5
Pepsi Co	1/7/2019	2.25	N/a	500,000	511,715	499,189	713448CK2
Oracle	1/15/2019	2.38	N/a	500,000	514,730	499,942	68389XAQ8
JP Morgan Chase & Co	1/28/2019	2.35	N/a	500,000	510,478	499,207	46625HJR2
Cisco	3/1/2019	2.13	N/a	500,000	507,360	498,747	17275RAR3
Apple inc	5/6/2019	2.10	N/a	500,000	513,105	498,438	037833AQ3
PFIZER	5/15/2019	2.10	N/a	500,000	506,585	498,015	717081DL4
Walt Disney Company	5/30/2019	1.85	N/a	500,000	505,430	495,452	25468PDA1
Oracle	10/8/2019	2.25	N/a	500,000	512,440	497,145	68389XAX3
JP Morgan Chase & Co	10/22/2019	2.20	N/a	500,000	506,335	495,407	48127HAA7
US Bank Cincinnati	10/28/2019	2.13	N/a	500,000	502,535	495,597	90331HML4
General Electric Cap Corp	12/11/2019	2.10	N/a	500,000	511,285	494,510	36962G6P4
Costco	12/15/2019	1.70	N/a	500,000	499,510	492,204	22160KAF2
Cisco	1/15/2020	4.45	N/a	500,000	548,733	512,905	17275RAH5
Exxon	3/6/2020	1.91	N/a	500,000	508,480	493,460	30231GAG7
IBM	5/15/2020	1.63	N/a	500,000	490,433	488,298	459200HM6
Qualcomm Inc	5/20/2020	2.25	N/a	500,000	496,870	492,638	747525AD5
Cisco	6/15/2020	2.45	N/a	500,000	511,695	497,042	17275RAX0
Wal-Mart	7/8/2020	3.63	N/a	500,000	545,540	507,986	931142CU5
Wal-Mart	7/8/2020	3.63	N/a	500,000	540,835	507,986	931142CU5
Intel	7/29/2020	2.45	N/a	500,000	508,463	496,925	458140AQ3
Pfizer	8/12/2020	5.20	N/a	500,000	571,167	524,387	717081DR1
Ralph Lauren Corp	8/18/2020	2.63	N/a	500,000	502,865	495,598	751212AB7
Simon Property Group	9/1/2020	2.50	N/a	500,000	509,175	492,827	828807CU9
Automated Data Processing (ADP)	9/15/2020	2.25	N/a	500,000	507,140	493,170	053015AD5
Coca-Cola Co	10/27/2020	1.88	N/a	500,000	497,735	488,821	191216BT6
UPS	1/15/2021	3.13	N/a	1,000,000	1,042,770	1,005,775	911312AM8
Johnson & Johnson	5/15/2021	3.55	N/a	500,000	531,000	509,075	478160AZ7
Google	5/19/2021	3.63	N/a	1,000,000	1,069,370	1,021,561	02079KAA5
Caterpillar	8/9/2021	1.70	N/a	500,000	501,113	478,637	14912L6U0
Pepsico	10/6/2021	1.70	N/a	500,000	488,785	478,318	713448DL9
GE	10/17/2021	4.65	N/a	500,000	553,830	520,267	36962G5J9
JPMorgan Chase & Co	1/24/2022	4.50	N/a	500,000	535,990	517,599	46625HJD3
Apple (APPL)	2/9/2022	2.50	N/a	500,000	509,485	490,390	037833CM0
Costco	2/15/2022	2.25	N/a	500,000	499,745	485,263	22160KAH8
Chevron	3/3/2022	2.41	N/a	500,000	506,350	487,838	166764AT7
Pepsico	5/2/2022	2.25	N/a	500,000	504,250	483,982	713448DT2
IBM	9/8/2022	2.20	N/a	500,000	497,315	478,385	44932HAC7
Total Corporate Investments				20,000,000	20,591,112	19,912,606	
Total of LAIF Funds & Investments Detail					120,456,290		
Check Total (Should be zero)					-		

CASH ACCOUNTS as of 6/30/18

Bank Accounts with U.S. Bank	$6,384,075
Petty Cash	$2,778
Cash with Fiscal Agent	$6,038,509
Funds Held By Section 115 Pension Trust	$5,130,716

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	$814,238
Prior Quarters Interest Earned - LAIF	$357,419
Total Interest Received	$1,171,657
Interest Received from April 1, 2018 to June 30, 2018	$500,982
Total Fiscal Year-to-Date Interest Received	$1,672,639

Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

CITY OF WOODLAND
ACTIVITY REPORT

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF	**TREASURER**			
04/01/18	Month Beginning Balance			**46,036,471**
04/12/18	Quarterly Interest	190,022		**46,226,492**
04/18/18	Deposit into LAIF	2,000,000		**48,226,492**
04/23/18	Deposit into LAIF	2,000,000		**50,226,492**
05/24/18	Withdraw from LAIF		2,000,000	**48,226,492**
05/29/18	Deposit into LAIF	11,000,000		**59,226,492**
05/31/18	Withdraw from LAIF		2,000,000	**57,226,492**
06/21/18	Withdraw from LAIF		2,000,000	**55,226,492**
06/27/18	Withdraw from LAIF		2,000,000	**53,226,492**
06/30/18	Month End Balance			**53,226,492**
Bonds and Other Investments				
4/1/2018	BEGINNING BALANCE			**65,229,797**
6/28/2018	Purchase FHLMC 3134GSQA6	2,000,000		**67,229,797**
6/30/2018	Month End Balance			**67,229,797**
		END OF MONTH TOTAL DEBITS		**120,456,290**
		Check Total (Should be Zero)		-

Transactions w/LAIF	8
Purchase of New Bonds	1
Bonds Called	0
Purchase of New CD	0
CD Matured	0
Bonds Sold	0
Bonds Matured	0
Purchase of Corp Securities	0
Sale of Corp Securities	0

2009 Wastewater Revenue Bonds					
reserve fund	$0.00	AIG-Notes, Mortgages, etc	$0.00	Cash Management-Fidelity	
interest fund	$0.00		$0.00	Cash Management-Fidelity	0.00
Revenue Fund	$0.00		$0.00	Cash Management-Fidelity	0.00
interest fund	$0.00		0.00	Cash Management-Fidelity	0.00
Reserve fund	$128.66		$128.66	Cash Management-Fidelity	0.03
CFD - Gibson Ranch					
94-1					
Spc tax debt svc	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
reserve acct	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
Spc tax debt svc	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
Series 2001 Acct	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Subordinate Revenue	$895.81		$895.81	Cash Mgmt-1st Am Treasury	0.87
2004 Subordinate (Incl Reserve)	$227,063.65		$227,063.65	Cash Mgmt-1st Am Treasury	221.55
Spring Lake 2013					
Reserve Fund	$2,146,756.14		$2,146,756.14	Cash Mgmt-1st Am Prime Obligation	2,107.85
Spring Lake 2016					
Special tax proceeds	$0.19		$0.19	Cash Mgmt-1st Am Prime Obligation	0.00
Special tax fund	$15.52		$15.52	Cash Mgmt-1st Am Prime Obligation	0.01
Reserve fund	$1,129,159.09		$1,129,159.09	Cash Mgmt-1st Am Prime Obligation	1,108.70
Revenue Anticipation Notes					
Water Revenue Bonds 2011					
revenue acct.	$1,211.95		$1,211.95	US Bank Mmkt 5 -Ct	0.20
Interest acct.	$7.95		$7.95	US Bank Mmkt 5 -Ct	0.00
reserve acct.	$1,324,577.50		$1,324,577.50	US Bank Mmkt 5 -Ct	281.25
proceeds acct	$0.00		$0.00	US Bank Mmkt 5 -Ct	0.00
ARRA 2011					
Principal and Interest account	$238,194.53		$238,194.53	US Bank Mmkt 5 -Ct	233.88
Reserve fund	$237,665.37		$237,665.37	US Bank Mmkt 5 -Ct	222.16
Bond Anticipation Notes					
2007 RDA TABS					
Tax Revenue Fund	$0.00		$0.00	Cash Mgmt - Ist Am Treasury Oblig	0.00
Interest Account	$321.25		$321.25	Cash Mgmt - Ist Am Treasury Oblig	7.80
Principal Account	$5.59		$5.59	Cash Mgmt - Ist Am Treasury Oblig	0.00
reserve account - 2007 A	$594,101.15		$594,101.15	Cash Mgmt - Ist Am Treasury Oblig	126.15
reserve account - 2007 B	$0.00		$0.00	Cash Mgmt - Ist Am Treasury Oblig	0.00
CDBG Account *Savings Account*	$138,404.20	$138,404.20		Bank of America - Quarterly Bank Statement	0.00
TOTAL	$6,038,508.55				
Check Summary Total (Should be zero)	$0.00				

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	August 21, 2018
ITEM #:	I.11.
SUBJECT:	Authorize the filling of an Executive Assistant - Confidential and delete the Administrative Secretary in the Police Department

Recommendation for Action: Staff recommends that the City Council authorize the filling of the Executive Assistant – Confidential position effective August 1, 2018 and delete the Administrative Secretary, Police Department, effective August 1, 2018.

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

Fiscal Impact:
This action to authorize the filing of the position of Executive Assistant – Confidential and deleting the Administrative Secretary in the Police Department, effective August 1, 2018, does not result in any additional budget allocations. The Department will absorb the additional cost.

Background:
The Council approved the new position of Executive Assistant – Confidential at the July 17, 2018 Council Meeting. City Staff had evaluated the position of the Administrative Secretary in the Police Department, which was encumbered by a full time employee and recommended the change to an Executive Assistant – Confidential due to the level of duties performed by the position.

Discussion:
Effective with the approval of the Fiscal Year 2018/2019 Budget, the Council now approves the total number and classifications with in the City. The Executive Assistant – Confidential in the Police Department, is a new position, and the Council needs to approve this position, and approve the deletion of the Administrative Secretary in the Police Department.

Conclusion:
Staff recommends that the City Council effective August 1, 2018, the following changes in the authorized position within the Police Department.

Prepared By: Sheila McShane, Human Resources Manager

Attachments:
1. Resolution

City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING AN EXECUTIVE ASSISTANT CONFIDENTIAL IN THE POLICE DEPARTMENT (PD) AND DELETION OF ADMINISTRATIVE SECRETARY IN (PD)

WHEREAS, Staff reviewed the duties of the Administrative Secretary in the Police Department; and

WHEREAS, purposes elimination of the Administrative Secretary position; and

WHEREAS, reclassify the position to an Executive Assistant Confidential, as the position more closely identifies the appropriate tasks; and

WHEREAS, the Department has made adjustments to their current budget to absorb the additional cost.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Authorizing the placement of the current Administrative Secretary into the new position of Executive Assistant Confidential.

PASSED AND ADOPTED by the City Council this 21st day of August, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.12.
SUBJECT: Authorize the City Manager to Sign Four (4) Side Letters

Recommendation for Action:
Staff recommends that the City Council authorize the City Manager to sign the attached Side letters which adjusts triggers for future Cost of Living Adjustments (COLAs) to recognize the City's additional payment to CalPERS.

Staff Contact:
Sheila McShane, Human Resources Manager, (530) 661-5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:
There is no fiscal impact for authorizing the City Manager to sign the attached Side Letters, updating provisions of selected employee labor agreements.

Background:
During bargaining the City and four of the Associations agreed to future Cost of Living Adjustments (COLA's) based on the future Unfunded Actuarial Liabilities (UAL) with CalPERs. The purpose was to share some of the risk of future UAL increase.

Discussion:
The City recently made an additional payment to CalPERS to reduce UAL. Prior to the City making the additional payment to CalPERS, the City met with the four Associations which had COLA's tied to future UAL. The additional payment would guarantee that all Bargaining Groups would receive a COLA, without any changes to the agreement. The City and the four Bargaining Associations; Woodland Police Mid Management (WPMM), Woodland Police Supervisors Association (WPSA), Police Offices Association (POA) and Mid Management Professional Association (MMPA), agreed to make adjustments to the trigger which was contingent to future COLAs. Staff worked with each Unit to develop a formula that would allow the trigger to account for the additional CalPERS UAL payment. All Bargaining Units, agreed that it was a fiscally responsible decision to make the additional payment and to make an adjustment to the contingent COLA.

Attached are the Side Letters which adjusts the trigger to the contingent COLA's taking into account the additional payment.

Staff is asking the City Council to provide authorization for the City Manager, to sign the Side Letters.

Conclusion:
Staff recommends that the City Council authorize the City Manager to sign the attached Side letters which adjusts triggers for future Cost of Living Adjustments (COLAs) to recognize the City's additional payment to CalPERS.

Prepared By: Sheila McShane, Human Resources Manager

Attachments:
1. CalPERS Side Letters

City Manager

City of Woodland

MEMORANDUM

DATE: July 2, 2018

TO: Jason Drobish, President
Woodland Police Officers Association (WPOA)

FROM: Paul Navazio, City Manager

SUBJECT: MOU Side Letter of Agreement

This Side Letter of Agreement serves to memorialize our agreement regarding the City's additional payment to the CalPERS Unfunded Liability and terms in the Memorandum of Understanding between the City and the WPOA covering the period from July 1, 2017 to June 30, 2021.

Section 2.1 Salary

Effective July 1, 2019, two percent (2%) salary increase.

If the CalPERS Safety contribution amount for unfunded liability is less than $3,220,133 then the salary increase shall be an additional two percent (2%).

July 1, 2020, two percent (2%) salary increase.

If the CalPERS Safety contribution amount for unfunded liability is less than $3,713,924 then the salary increase shall be an additional two percent (2%).

This letter is contingent upon all other Police Associations agreeing to the new terms.

AGREED TO THIS DATE: July 2, 2018

FOR THE CITY OF WOODLAND

Paul Navazio, City Manager

FOR THE WOODLAND POLICE OFFICERS ASSOCIATION

Jason Drobish, Woodland Professional Police Employees' Association President

Michael Jarvis, Labor Consultant,
Mastagni Law

City of Woodland

MEMORANDUM

DATE: August 13, 2018

TO: Sergeant Steven Guthrie
Woodland Police Supervisors Association (WPSA)

FROM: Paul Navazio, City Manager

SUBJECT: MOU Side Letter of Agreement

This Side Letter of Agreement serves to memorialize our agreement regarding the City's additional payment to the CalPERS Unfunded Liability and terms in the Memorandum of Understanding between the City and the WPSA covering the period from July 1, 2017 to June 30, 20201

Section 2.1 Salary

Effective July 1, 2019, two percent (2%) salary increase.

If the CalPERS Safety contribution amount for unfunded liability is less than $3,220,133 then the salary increase shall be an additional two percent (2%).

This letter is contingent upon all other Police Associations agreeing to the new terms.

AGREED TO THIS DATE: July 10, 2018

FOR THE CITY OF WOODLAND

Paul Navazio, City Manager

FOR THE WOODLAND POLICE SUPERVISORS ASSOCIATION

Sergeant Stephen Guthrie, Woodland Police Supervisors Association

City of Woodland

MEMORANDUM

DATE: July 6, 2018

TO: Lieutenant Anthony Cucchi
Woodland Police Mid Management (WPMM)

FROM: Paul Navazio, City Manager

SUBJECT: MOU Side Letter of Agreement

This Side Letter of Agreement serves to memorialize our agreement regarding the City's additional payment to the CalPERS Unfunded Liability and terms in the Memorandum of Understanding between the City and the WPMM covering the period from July 1, 2017 to June 30, 2020.

Section 2.1 Salary

Effective July 1, 2019, two percent (2%) salary increase.

If the CalPERS Safety contribution amount for unfunded liability is less than $3,220,133 then the salary increase shall be an additional two percent (2%).

This letter is contingent upon all other Police Associations agreeing to the new terms.

AGREED TO THIS DATE: July 2, 2018

FOR THE CITY OF WOODLAND

Paul Navazio, City Manager

FOR THE WOODLAND POLICE MID MANAGEMENT

Lieutenant Anthony Cucchi, Woodland Professional Mid Management

City of Woodland

MEMORANDUM

DATE: August 21, 2018

TO: J Kimura, President
Mid Management Professional Association (MMPA)

FROM: Paul Navazio, City Manager

SUBJECT: MOU Side Letter of Agreement

This Side Letter of Agreement serves to memorialize our agreement regarding the City's additional payment to the CalPERS Unfunded Liability and terms in the Memorandum of Understanding between the City and the MMPA covering the period from July 1, 2018 to June 30, 2022.

Section 2.1 Salary

Effective July 1, 2021, 2% COLA *

- Contingent on FY 2021/22 CalPERS Miscellaneous Plan Unfunded Actuarial Liability (UAL) payment not to exceeding $4,125,871.

AGREED TO THIS DATE:

FOR THE CITY OF WOODLAND

Paul Navazio, City Manager

FOR THE MID MANAGEMENT PROFESSIONAL ASSOCIATION

J Kimura, Mid Management Professional Association President

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.13.
SUBJECT: New Military Leave Policy

Recommendation for Action:
Staff recommends that the City Council authorize and approve a new Military Leave Policy.

Staff Contact:
Sheila McShane, Human Resources Manager, (530) 661-5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:
There is no direct fiscal impact for approving the Military Leave Policy. The policy provides up to 30-days paid leave, per fiscal year, and Medical/Dental/Vision benefits for up to 12 months. Departments with individuals who qualify for the Military Leave benefit could incur modest costs to the extent they are required to back-fill for any portion of the employee's leave time. Such costs would, however, be covered within a department's approved budget.

Background:
The City's existing Personnel Rules (Section 6.7) provides that, "Military Leave shall be granted in accordance with the provisions of state and federal law." However, there is no formal policy that establishes the parameters of our Military Leave policy - an issue that was highlighted during the course of recent labor negotiations. Rather than include a military leave benefit as part of individual labor contracts, the City proposed to develop a more formal Military Leave Policy to ensure uniform application.

The proposed policy has been drafted to largely provide Military Leave in accordance with federal and state law. Employees who are called to duty will have continued pay up to 30 days, and continue Health/Dental/Vision benefits up to 12 months, provided the employee pays the required employee contribution.

Discussion:
The City Personnel Rules defined Military Leave, however, it did not provide parameters, such as return rights to positions, approval for leave, etc. This Military Policy was created in order to recognize the employees who are called to Military duty. The policy provides employees who are called, up to 30 days of paid leave, return rights to position, and continued Health/Dental/Vision Benefits to the employee and family for up to 12 months.

The policy has been reviewed by the City's various employee associations as well as all City department heads.

Conclusion:
Staff recommends that the City Council authorize and approve a new Military Leave Policy.

Prepared By: Sheila McShane, Human Resources Manager

Attachments:
1. Military Leave Policy

City Manager

City of Woodland

POLICY AND PROCEDURE

Policy No:	**16-**	**Effective Date:**	**August 1, 2018**
Division:	**Human Resources**	**Revised:**	
Related Policies:	**none**	**Distribution:**	**All Departments**

SUBJECT **Military Policy**

POLICY It is the policy of the City of Woodland to provide Military Leave in accordance with federal and state law, and the provisions of this policy should be interpreted accordingly. Where a provision of this policy may conflict the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code, Section 395, et seq. or their respective implementing regulations, the statute/regulation shall control.

APPLICABILITY This policy shall be applicable to all employees.

APPROVALS			
Name	**Date**	**Name**	**Date**
Senior Management		**City Manager**	
Associations			

PROCEDURES

I.0 DETERMINATION OF ELIGIBILITY

All employees

2.0 TEMPORARY MILITARY LEAVE

2.1 A temporary military leave of absence from employment is provided to employees who are engaged in ordered temporary military duty (including drills or regularly scheduled weekend meetings) for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or armed forces of the United States, the National Guard, or the Naval Militia, provided that the period of ordered duty does not exceed 180 calendar days, including time involved in going to and returning from such duty. .

2.2 Employee Responsibilities. The affected employee must notify the direct Supervisor of the need for leave as soon as practicable, preferably ten (10) working days in advance of beginning date of such leave. The employee should also provide a copy of the applicable duty orders as soon as they become available.

2.2 Supervisor Responsibility. The supervisor will immediately forward the leave information to the Department Head with a copy to Human Resources.

2.3 SALARY PROVISIONS

Including leave periods for drills or weekend reserve meetings or for military-required medical examinations, employees who have at least one year of consecutive service with the City are not required to use any accrued leave for the first thirty (30) days of military leave. The employee shall receive their regular rate of pay which includes base pay and roll ups) normal base compensation for the first thirty (30) calendar days of the temporary military leave of absence per fiscal year. For administrative purposes, the employee will be placed on paid Administrative Leave (Military) for up to 30 calendar days. The Human Resources Department will track the time.

If the employee has twelve (12) months of service with the City, prior to the date upon which the temporary military leave of absence begins, the employee shall continue to accrue Seniority, Holiday privileges, and the same rights and privileges to annual salary adjustments, promotion, employment, and reemployment that they would have had if they had not been absent from service.

An employee who has less than one year of service with the city shall not be entitled to receive his/her salary, but may at their option use any accrued vacation/CTO/Holiday pay while on temporary military leave, or they may go out on an unpaid leave of absence without exhausting their available leave balances.

Please note: A military leave of absence shall not be counted as continuous service for purposes of completing the interim probationary employment period.

2.4 BENEFITS

An employee on temporary military leave will receive the same vacation, holiday, and sick leave and step advances that would have been enjoyed had the employee not been absent, provided that the employee has been employed by the City for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year requirement, all time spent in recognized military service will be counted. Once an employee goes into an unpaid (City pay) status, such accruals will cease. Employees will also be eligible to receive Medical, Benefits, Dental and Vision, provided they pay the required employee contribution. Prior to going on leave, the employee needs to inform the Human Resources Department of their intent to continue enrollment in the Health Benefits.

Retirement Employees will continue to accrue service credit for purposes of CalPERS retirement, at the same rate they would if they were not on military leave, regardless of whether their leave is short term or long term. This will be credited upon the employee’s return to employment with nothing less than an honorable discharge in compliance with the Uniformed Services Employment and Reemployment Rights Act, (USERRA) and the submittal of a copy of the employees DD214 and the required forms to CalPERS.

2.5 Return to City Work

For service of less than thirty-one (31) days, the service member must return on the first regularly scheduled work day following the completing of military service. No application or intention to return statement is required.

For leaves of 31-180 days, the employee must submit intention to return to the City of Woodland within fourteen (14) days of completing military service, with a return date within thirty (30) days of the release from service.

Upon termination of the temporary military leave of absence the employee shall be reinstated to his/her former position. If the position has been deleted or otherwise has ceased to exist during the absence, the employee shall be reinstated to the position of like seniority, status, and pay if such position exists, or if no such position exists, the employee shall have the same rights and privileges that they would have had if they occupied the position when it ceased to exist, and had not taken the temporary military leave of absence.

2.6 Adverse Action Prohibited:

The employee may not be discharged or in any manner discriminated or retaliated against in the terms and conditions of employment because s/he has used this leave.

3.0 REGULAR MILITARY LEAVE

3.1 Purpose:

To clarify the circumstances in which an employee is entitled to a military leave of more than 180 days.

3.2 Basis for Leave:

Per the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code Sections 395.02, 395.03, 395.05, 395.1, 395.3, and 395.4 individuals who voluntarily or involuntarily leave employment positions with the City to undertake military service or certain types of service in the National Disaster Medical System.

This includes the following:

- **a.** An employee who is ordered into active military duty as a member of a reserve component of the armed forces of the Unites States.
- **b.** An employee ordered into active federal military duty as a member of the National Guard or Naval Militia.
- **c.** An employee, who is inducted, enlists, enters or is otherwise ordered or called into active duty as a member of the armed forces of the United States.
- **d.** Any public employee who is a member of the National Guard engaged in the performance of ordered military or naval duty.
- **e.** Service in the armed forces whenever the United States is engaged in war or whenever the Governor finds and proclaims that an emergency exists in preparing for the National defense.

3.3 Use of Leave Balances and Compensation:

An employee may at their option, use any accrued vacation/CTO/Holiday balances during a Regular Military Leave. When utilizing accrued City-paid leaves, accruals of such paid leaves will continue while in a City-paid status.

If the employee has twelve (12) months of continuous service with the City, prior to the date upon which the military leave of absence begins, the employee shall receive the same rights and privileges to annual salary adjustments, promotion, employment, and reemployment that they would have had if they had not been absent from service.

If the employee has been with the City for less that twelve (12) months of service, immediately prior to the date upon which the military leave of absence begins, the leave of absence shall not be counted as qualifying service for purposes of accruing vacation/CTO/Holiday, sick leave, holiday privileges, promotions, annual salary adjustments, employment and reemployment. For purposes of this section in determining the one year of continuous service.

A military leave of absence shall not be counted as service for purposes of completing the interim probationary employment period.

3.4 Benefits:

Regular benefits will continue for the first thirty (30) calendar days of the military leave. Employee will continue to receive regular benefits, Medical, Dental and Vision, for up to twelve (12) months, if the employee elects it with the Human Resources Department and pays the employee portion of the health insurance. After twelve (12) months, employees may elect to continue the City's sponsored health care, vision, and dental coverage for up to and additional twelve (12) months by paying 102 percent of the full premium.

<u>Retirement</u> Employees will continue to accrue service credit for purposes of CalPERS retirement, at the same rate they would if they were not on military leave, regardless of whether their leave is short term or long term. This will be credited upon the employee's return to employment with nothing less than an honorable discharge in compliance with the Uniformed Services Employment and Reemployment Rights Act, (USERRA) and the submittal of a copy of the employees DD214 and the required forms to CalPERS.

3.5 Notice Requirements:

An employee requiring military leave must provide a copy of his/her military orders and request the leave from the Department Head or his/her designee upon receipt, and at least ten (10) calendar days in advance of the leave, if possible. The Department Head or his/her designee must notify Human Resources immediately when the employee presents military orders, and provide a copy of all military leave paperwork to Human Resources.

3.6 Reinstatement:

An employee has the right to be re-employed to their position with the City if the following conditions are met:

a. The employee has five (5) years or less of cumulative service in the uniformed services while with the City.

b. The employee returns to work or applies for reemployment in a timely manner after the conclusion of service. For service of more than 180 days, an application for reemployment must be submitted to Human Resources within ninety (90) calendar days from the date they was released from service.

c. The employee was not separated from military service with a disqualifying discharge or under other than honorable conditions.

If these conditions are met, the employee will be reinstated to his /her former position. If the position has been deleted or otherwise has ceased to exist during the absence, or the employee is unable to perform the duties of the position formerly held due to disability incurred in military service, the employee shall be reinstated to a position of like seniority, status, and pay that can be performed. If no such position exists, the employee shall have the same rights and privileges that they would have had if they occupied the position when it ceased to exist, and had not taken the military leave of absence.

3.8 Adverse Action Prohibited:

The employee may not be discharged or in any manner discriminated or retaliated against in the terms and conditions of employment because they have used this leave.

4. MILITARY SPOUSE LEAVE LAW

4.1 Purpose:

To clarify the circumstances in which an employee is entitled to time off when their spouse or registered domestic partner is on leave from deployment during a period of military conflict.

4.2 Basis for and Amount of Leave:

Per Section 395.10 of the Military and Veterans Code an employee is entitled to take up to ten (10) days off from work during a period the employee's spouse or registered domestic partner is on leave from deployment during a period of military conflict.

4.3 Covered Employees:

Any employees who work an average of twenty (20) hours or more per week whose spouse or domestic partner is a "qualified member" of the military under Military & Veterans Code section 395.10(b)(4).

4.4 Use of Balances:

Regular full time employees must use all vacation/CTO/Holiday time balances before an unpaid leave is authorized. Sick leave accruals may not be used.

4.5 Benefits:

Employee Benefits will continue to the same extent as on either a paid leave or unpaid leave, as applicable.

4.6 Notice Requirements:

Within two (2) business days of receiving official notice that the spouse or registered domestic partner will be on leave from deployment, the eligible employee must notify the City of the intent to take this leave, and the dates requested. The employee must provide the City with written documentation certifying that the spouse or registered domestic partner will be on leave from deployment during the time of the employee's requested time off.

4.7 Adverse Action Prohibited:

The employee may not be discharged or in any manner discriminated or retaliated against in the terms and conditions of employment because s/he used this leave.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.14.
SUBJECT: Approve reallocation of $95,000 of Sewer Enterprise Funds to the West Street Transmission Main Project (Phase One), CIP 17-08, and increase construction contingency to cover emergency sewer work on Clover Street

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the reallocation of $95,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to West Street Transmission Main Project (Phase One), CIP 17-08 to cover change order costs to perform emergency repairs on sewer laterals on Clover Street, and approving an increase in the construction contingency for the West Street Transmission Main Project (Phase One), CIP 17-08, by $95,000.

Staff Contact:

Ed Wisniewski, Associate Civil Engineer, (530) 661-5975, ed.wisniewski@cityofwoodland.org

Fiscal Impact:

The construction contract for the West Street Transmission Main Project (Phase One), CIP 17-08, was awarded to Civil Engineering Construction, Inc. on April 3, 2018 with a total contract amount of $1,772,945. A 10% construction contingency in the amount of $177,295 was also authorized for the construction contract. To date, one change order totaling $31,475.00 has been executed bringing Civil Engineering Construction's current adjusted contract amount to $1,804,420. The project is currently funded with only Water Enterprise Funds. The overall project is planned to be constructed in two phases and currently has a total budget of $3,955,300.

A change order in the amount of $95,000 is currently being executed to pay for emergency repairs for sewer laterals on Clover Street between West and Walnut Streets. Staff is requesting that $95,000 of sewer enterprise funds be reallocated from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the West Street Transmission Main Project (Phase One), CIP 17-08, to cover the cost of the repairs. The change order is work that was not originally scoped for the project and represents 5.3% of the authorized 10% contingency. Staff is requesting that the construction contingency for the project be increased by $95,000, to $272,295, to restore the original contingency amount for unforeseen costs within the original project scope.

There are no impacts to the City's General Fund.

Background:

Phase One of the West Street Transmission Main Project scope generally includes the construction of a new 16-inch diameter water transmission main from the existing transmission main at the southern City limit to Southwood Drive. Construction is expected to be completed in September 2018.

In early June, staff identified sewer services to 21 residences on Clover Street in need of emergency rehabilitation. In order to expedite the repairs, staff negotiated a change order with the transmission main contractor, Civil Engineering Construction, as they were already under contract and well equipped to quickly perform the Clover Street. Once completed, the repairs corrected a number of defects, such as joint offsets and pipe sags, and reduce the risk of sanitary sewer overflows.

Discussion:

City staff requested a proposal for the emergency repair work on Clover Street in early June and received a quote from Civil Engineering Construction on June 15, 2018. Staff reviewed the proposal and determined it to be within the anticipated range of costs. Staff authorized the contractor to proceed with the additional work on June 18 and the repairs were completed by July 20.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the reallocation of $95,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to West Street Transmission Main Project (Phase One), CIP 17-08 to cover change order costs to perform emergency repairs on sewer laterals on Clover Street, and approving an increase in the construction contingency for the West Street Transmission Main Project (Phase One), CIP 17-08, by $95,000.

Prepared By: Ed Wisniewski, P.E., Associate Civil Engineer

Reviewed By: Tim Busch, P.E., Principal Utilities Civil Engineer

Attachments:

1. Resolution_to_Reallocate_Funds

City Manager

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE REALLOCATION OF $95,000 OF SEWER ENTERPRISE FUNDS TO THE WEST STREET TRANSMISSION MAIN PROJECT (PHASE ONE), CIP 17-08, AND INCREASING THE PROJECT'S CONSTRUCTION CONTINGENCY PROJECT BY $95,000

WHEREAS, the City Council awarded the construction contract for the West Street Transmission Main Project (Phase One), CIP 17-08, to Civil Engineering Construction, Inc. on April 3, 2018 with a total contract amount of $1,772,945, and approved a 10% construction contingency in the amount of $177,295; and

WHEREAS, in early June 2018, city staff identified sewer services to 21 residences on Clover Street in need of emergency rehabilitation and solicited a proposal from the transmission main contractor to expeditiously make the repairs; and

WHEREAS, Civil Engineering Construction, Inc. was authorized to perform the repairs under a contract change order on June 18, and all repairs were completed by July 20; and

WHEREAS, the City Council wishes to approve the reallocation of $95,000 of Sewer Enterprise Funds from Replacement of Orangeburg Laterals, CIP 14-03, to the West Street Transmission Main Project (Phase One), CIP 17-08 to cover change order costs to perform the emergency sewer repairs on Clover Street; and

WHEREAS, the City Council wishes to authorize an increase of the construction contingency for the West Street Transmission Main Project (Phase One), CIP 17-08, by $95,000.

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

Section 1. The City Council hereby authorizes the reallocation of $95,000 of Sewer Enterprise Funds from Replacement of Orangeburg Laterals, CIP 14-03, to the West Street Transmission Main Project (Phase One), CIP 17-08.

Section 2. The City Council hereby authorizes an increase in the construction contingency for the West Street Transmission Main Project (Phase One), CIP 17-08, by $95,000, bringing the total authorized contingency amount to $272,295.

PASSED AND ADOPTED this 21st day of August, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.15.
SUBJECT:

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. ______, to:
Award a construction contract in the amount of $3,135,279 to Civil Engineering Construction, Inc. for CIP 18-09, 2018 Water and Sewer Repair and Replacement Project and authorize a contract contingency of up to 10% ($313,528); and
Approve the reallocation of $2,200,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and
Approve the reallocation of $610,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and
Approve the reallocation of $790,000 of Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

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

Fiscal Impact:
Capital Improvement Plan projects: CIP # 09-23, Water System Leak Detection, Maintenance & Repair, CIP #14-03, Replacement of Orangeberg Sewer Laterals, and CIP #14-15, Large Diameter Wastewater Pipeline Repair, Replacement, & Lining. The project was authorized for bids on June 19, 2018. Currently, approved funding for CIP 18-09 consists of $200,000 of Water Enterprise Funds which were used to cover design costs. Funds for construction were not transferred at the time of bid authorization, as the intent was to transfer the funds from CIP 09-23, CIP 14-03, and CIP 14-15 once actual construction costs were available and transfer at the time of construction contract award.

The proposed contract award, plus 10% construction contingency, construction management and inspection costs, design, and project management results in a total project cost of $3.8 million dollars. Staff is requesting that $2,200,000 of available Water Enterprise Funds be reallocated from CIP 09-23 to CIP 18-09 to cover the cost of water related project expenses. To cover sewer lateral related expenses, staff is requesting that $610,000 of available Sewer Enterprise Funds be reallocated from CIP 14-03 to CIP 18-09. To cover expenses related to sewer mainline lining, staff is requesting that $790,000 of available Sewer Enterprise Funds be reallocated from CIP 14-15 to CIP 18-09.

There are no impacts to the City's General Fund.

Background:
Approximately 40% of the water mains in the City are over 50 years old, and some mains are over 100-years old. Some of these water mains are in need of replacement due to frequent breaks and leaks. City engineering and operations staff identified several locations in the City that have the greatest occurrence of water main and lateral breaks and leaks and prioritized the areas for repair and replacement. This is part of an ongoing multi-year program to replace water mains and sewer pipes that have exceeded their service life.

Based on the prioritization, this project was designed to repair and replace water mains and laterals in the following areas:

Beamer Street between Walnut St. and Elm St.

Grand Avenue between Clover St. and Beamer St.

Walnut Street between Court St. and Beamer St.

Locust Street between Clover St. and Beamer St.

Elm Street between Clover St. and Beamer St.

College Street between Clover St. and Beamer St.

Clover Street between West St. and Walnut St. (Sewer Lining Only)

Approximately 6,500 linear feet of mainline water pipe will be replaced by the project. This is an area with two-inch (2”) cast iron water mains located behind sidewalks with a six-inch (6”) diameter main in the street. These mains are notorious for problems such as breaks and leaks. The project will construct new 8 and 12-inch diameter mains in the street and connect the residences with new polyethylene services. Once completed, the project will result in more reliable water pressure and uninterrupted water service for approximately 130 residences. At the same time, the project has identified sanitary sewer defects in the same area and will rehabilitate more than 125 sewer laterals and line more than 4,000 linear feet of sewer mains.

The project will utilize staff for construction management and inspection in place of a consultant due to inspection staff availability. This approach is expected to result in a cost savings to the project and is reflected in the project budget.

Discussion:
The City advertised for bids on July 20, 2018. On August 14, 2018, the City received 7 bids for CIP 18-09 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	Civil Engineering Construction, Inc.	$3,135,279.00
2	R. J. Gordon Construction, Inc.	$3,332,510.50
3	Northern Pacific Corporation	$3,336,290.00
4	Lund Construction	$3,373,752.25
5	California Trenchless, Inc.	$3,475,067.00
6	Lamon Construction Company, Inc.	$3,964,679.50*
7	T&S Construction Company, Inc.	$7,694,881.00*

* Bids adjusted due to minor errors in tabulation

The engineer’s estimate for the project construction was $3,170,000. Staff has performed due diligence in reviewing the bids. Civil Engineering Construction, Inc. has been determined to be the lowest responsive, responsible bidder and has complied with all technical submittal requirements.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 150 working days for completion of the project which excludes weekends, holidays, delays due to weather and lead time for ordering pipe material. Staff anticipates that the project will start in early-September. Depending on weather conditions, the contract may be suspended through the winter. Completion of the project is expected in late Spring or early summer of 2018.

Conclusion:
Staff recommends that the City Council adopt Resolution No. ______, to:

Award a construction contract in the amount of $3,135,279 to Civil Engineering Construction, Inc. for CIP 18-09, 2018 Water and Sewer Repair and Replacement Project and authorize a contract contingency of up to 10% ($313,528); and
Approve the reallocation of $2,200,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and
Approve the reallocation of $610,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and
Approve the reallocation of $790,000 of Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

Prepared By: Ed Wisniewski, Associate Civil Engineer
Reviewed By: Tim Busch, Principal Utilities Civil Engineer

Attachments:
1. Resolution

City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH CIVIL ENGINEERING CONSTRUCTION, INC. IN THE AMOUNT OF $3,135,279 FOR CIP 18-09, THE 2018 WATER AND SEWER REPAIR AND REPLACEMENT PROJECT.

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with Civil Engineering Construction, Inc. for CIP 18-09, the 2018 Water and Sewer Repair and Replacement Project; and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 10% ($313,528); and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on June 19, 2018; and the City of Woodland advertised for bids on July 20, 2018; and

WHEREAS, on August 14, 2018 the City of Woodland received 7 bids, and Civil Engineering Construction, Inc. was determined to be the lowest responsive bidder with a base bid of $3,135,279; and

WHEREAS, the City Council wishes to approve the reallocation of $2,200,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and

WHEREAS, the City Council wishes to approve the reallocation of $610,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and

WHEREAS, the City Council wishes to approve the reallocation of $790,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and

WHEREAS, the City Council wishes to approve a Construction Contract with Civil Engineering Construction, Inc. and authorize its execution 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 Construction Contract with Civil Engineering Construction, Inc. in the amount of $3,135,279 and approves a ten (10%) percent construction contingency in the amount of $313,528. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby authorizes the reallocation of $2,200,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

Section 3. The City Council hereby authorizes the reallocation of $610,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

Section 4. The City Council hereby authorizes the reallocation of $790,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

Section 5. Copies of the Construction Contract are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 21st day of August, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.16.
SUBJECT: Agreement with Yolo County for Use of City Property at The Woodland Cemetery

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into an agreement with Yolo County for use of City property for a County columbarium.

Staff Contact:

Jordan Power, Management Analyst, (530) 661-5885, jordan.power@cityofwoodland.org

Fiscal Impact:

This action will not require an additional funding allocation. Through the proposed agreement, Yolo County will provide funding for the installation and operation of the columbarium. This action will result in additional revenue to the City due to a new City ossuary burial service being provided in conjunction with the installation of the columbarium.

Background:

The historic City of Woodland Cemetery was built in 1855, with the oldest tombstone dating back to 1850. In the past, Yolo County utilized a niche wall columbarium at the Woodland Cemetery for the indigent burial program. The Public Administrator for Yolo County Sheriff's Office serves as the County's Indigent Burial Officer. The Indigent Burial Program pays for the disposition of bodies of deceased Yolo County residents whose estate or living relatives cannot provide for other internment services.

The Woodland Cemetery Master Plan, approved by City Council in June 2002, indicated that the Woodland columbarium being used by Yolo County and the City had almost reached capacity and recommended constructing a new columbarium. At the time, capacity at the cemetery was a concern and an additional columbarium was a recommended solution. Due to cemetery fee restructuring, the County elected to build the columbarium in Knights Landing instead and that project was completed in 2004. Now, the Knights Landing columbarium is reaching capacity. The County wishes to return its indigent services to the Woodland Cemetery and install a new columbarium. This program greatly serves the Woodland community. In fiscal year 2017/2018, roughly half of the indigent burials in Knights Landing were citizens of Woodland (45 out of 91).

Discussion:

The current columbarium in Knights Landing, used by the County for the indigent burial program, has almost reached its capacity. The County has requested to use open land at the Woodland Cemetery for a new columbarium. The columbarium would be purchased and installed by the County. Space required would be approximately six (6) feet by sixteen (16) feet, which is equivalent to the size of two (2) graves. The columbarium itself measures three (3) feet by twelve (12) feet. The extra space will accommodate a city ossuary, memorial benches, and a planter. As current grave capacity exceeds 1,000 sites, the Woodland Cemetery can easily accommodate the new columbarium.

Recently, the columbarium was delivered to the cemetery, though the final installation has not been completed. The addition of the ossuary at the cemetery will allow the City to offer a less expensive burial option for residents. Staff will bring a proposed ossuary burial fee to Council at a later date.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into agreement with Yolo County for use of City property for a County Columbarium.

Prepared By: Jordan Power, Management Analyst

Reviewed By: Christine Engel, Community Services Director

Attachments:

1. Columbarium_Resolution

City Manager

CITY OF WOODLAND

RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH YOLO COUNTY FOR USE OF CITY PROPERTY AT THE WOODLAND CEMETERY

WHEREAS, the Yolo County Sheriff's Office, Public Administrator serves as the County's Indigent Burial Officer; and

WHEREAS, the Indigent Burial Program pays for the disposition of bodies of deceased Yolo County residents, including a significant amount of Woodland residents, whose estate or living relatives cannot provide for other internment services; and

WHEREAS, the current columbarium in use for the Indigent Burial Program is reaching capacity; and

WHEREAS, Yolo County will pay for and manage the use of the new columbarium; and

WHEREAS, the Woodland City Cemetery has available space and the columbarium would serve Woodland residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland authorizes the City Manager to enter an agreement prepared by the City Attorney with Yolo County for use of City property at the Woodland Cemetery.

PASSED AND ADOPTED ____ day of ______, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.17.
SUBJECT: FY2018/19 Contract with the Yolo Emergency Communications Agency

Recommendation for Action:
Staff recommends that the City Council approve Resolution No. _____, approving the FY2018/19 contract for dispatch services with the Yolo Emergency Communications Agency in the amount of $2,062,727 and appropriating an additional $59,566 from the General Fund to supplement the initial budget of $2,003,161 already appropriated for this contract.

Staff Contact:
Derrek Kaff, Police Captain, (530) 661-7813,

Fiscal Impact:
The proposed contract results in an annual cost of $2,062,727 for dispatch services provided to the City of Woodland through a contract with the Yolo Emergency Communication Agency. The preliminary contract amount of $2,003,161 has already been approved by Council as part of the FY2018/19 budget. An additional appropriation of $59,566 is needed to supplement the initial appropriation.

Background:
The Yolo Emergency Communication Agency (YECA) is a Joint Powers Authority established in 1988. YECA is the 9-1-1 Public Safety Answering Point (PSAP) for approximately 80% of Yolo County. Member agencies consist of Yolo County, City of Woodland, City of West Sacramento, City of Winters, and Yocha Dehe Wintun Nation.

As part of the 2010-2020 Capital Budget, the City Council approved two Capital Projects to be managed through YECA. The first project was the first phase upgrade to the regional emergency radio communications infrastructure and the second project was replacement of the computer aided dispatch software and hardware. Both projects have been completed with the most recent being completion of the replacement of the computer aided dispatch system which went live in September 2014. These Capital Projects account for $96,837 of the current YECA contract.

Discussion:
YECA provides dispatch services to four law enforcement agencies, 17 fire agencies, as well as Animal Control, Public Works, County Maintenance, District Attorney's Office, Environmental Health, Mental Health, Probation Department, and Social Services Department. Costs are allocated based on the percentage of calls for service attributed to the member agency over the previous calendar year. In 2017, the City (Police, Public Works and Fire Departments) experienced a 1.03% decrease in calls for service over the previous year. The table below shows each department's share of the contract and how the additional appropriation will be distributed:

Department	% Share	Initial Appropriation	Additional Appropriation	Final FY19 Contract Share
Police	87.25%	$1,663,339.92	$51,973.59	$1,715,313.51
Fire	11.31%	$ 215,627.92	$ 6,737.62	$ 222,365.55
Public Works	1.44%	$ 27,356.16	$ 854.79	$ 28,210.94
Capital Project	n/a	$ 96,837.00	n/a	$ 96,837.00
TOTAL		**$2,003,161.00**	**$59,566.00**	**$2,062,727.00**

The final FY19 contract cost presents an increase of 6.77% versus FY18, primarily due to a 3% increase in salary costs, the addition of another position to address after-hours reporting and funding for the 10-year capital improvement program.
Conclusion:
Staff recommends that the City Council approve Resolution No. _____, approving the FY2018/19 contract for dispatch services with the Yolo Emergency Communications Agency in the amount of $2,062,727 and appropriating an additional

$59,566 from the General Fund to supplement the initial budget of $2,003,161 already appropriated for this contract.

Prepared by: Elle Murphy
Senior Management Analyst

Reviewed by: Derrek Kaff
Police Captain

Approved by: Luis Soler
Police Chief

Attachments:

1. Resolution - FY19 YECA Contract
2. Resolution - FY19 YECA Contract - CORRECTED
3. YECA JPA Agreement

City Manager

RESOLUTION NO. _______
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY2018/19 CONTRACT WITH THE YOLO EMERGENCY COMMUNICATION AGENCY IN THE AMOUNT OF $2,062,727 AND APPROVING THE ADDITIONAL APPROPRIATION OF $59,566 FROM THE GENERAL FUND TO SUPPLEMENT THE INITIAL BUDGET OF $2,003,161 ALREAD APPROPRIATED FOR THIS CONTRACT

WHEREAS, the Yolo Emergency Communication Agency (YECA), a Joint Powers Authority, serves as the 9-1-1 Public Safety Answering Point (PSAP) for Yolo County, the Cities of Woodland, West Sacramento and Winters, and Yocha Dehe Wintun Nation.

WHEREAS, the annual cost for dispatch services by YECA is based on the percentage of calls for service attributed to the member agency from the previous calendar year.

WHEREAS, the proposed contract results in an annual cost of $2,062,727 for dispatch services provided to the City of Woodland.

WHEREAS, the Council previously approved the initial appropriation of $2,003,161 for this contract as part of the FY2018/19 annual budget.

WHEREAS, an additional appropriation of $59,566 from the General Fund is being requested to supplement the initial appropriation.

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute the FY2018-19 contract with the Yolo Emergency Communication Agency in the final total amount of $2,062,727 and approves the additional appropriation of $59,566 from the General Fund to supplement the initial appropriation of $2,003,161 for this contract.

PASSED AND ADOPTED by the City Council this 21st day of August 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____

Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

____

Kara K. Ueda, City Attorney

RESOLUTION NO. _______
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE ADDITIONAL APPROPRIATION OF $59,566 FROM THE GENERAL FUND TO SUPPLEMENT THE INITIAL BUDGET OF $2,003,161 ALREADY APPROPRIATED FOR DISPATCH SERVICES FOR FY2018/19

WHEREAS, the Yolo Emergency Communication Agency (YECA), a Joint Powers Authority, serves as the 9-1-1 Public Safety Answering Point (PSAP) for Yolo County, the Cities of Woodland, West Sacramento and Winters, and Yocha Dehe Wintun Nation.

WHEREAS, the annual cost for dispatch services by YECA is based on the percentage of calls for service attributed to the member agency from the previous calendar year.

WHEREAS, on June 6, 2018, the Governing Board of the Yolo Emergency Communications Agency approved the agency's operating budget which specified that the City of Woodland's cost for dispatch services for FY2018/19 is $2,062,727.

WHEREAS, the Council previously approved the initial appropriation of $2,003,161 for dispatch services as part of the FY2018/19 annual budget.

WHEREAS, an additional appropriation of $59,566 from the General Fund is being requested to supplement the initial appropriation.

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

SECTION 1. That the City Council hereby approves the additional appropriation of $59,566 from the General Fund to supplement the initial appropriation of $2,003,161 for dispatch services for FY2018/19.

PASSED AND ADOPTED by the City Council this 21st day of August 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

AGREEMENT NO. 08-001

JOINT POWERS AGREEMENT
OF THE
YOLO EMERGENCY COMMUNICATIONS AGENCY
JOINT POWERS AGENCY

1. This Amended Agreement is entered into this 1st day of January, 2008, by all cities and/or counties whose authorized mayoral or chair's signature is included on the signature page, representing their individual and respective public entity, mutually promise and agree as hereinafter set forth. This Agreement amends and supersedes the previous Joint Exercise of Powers Agreement Establishing Yolo County Communications Emergency Service Agency dated June 21, 1988.

2. PURPOSE. Each of the parties to this agreement, and such other entities as shall later join; possess some or all of the following powers:

   2.1 To provide a 911 public safety answering point;

   2.2 To provide dispatch and records management services for police, fire, medical, animal control, public works other governmental functions and to do all acts proper and necessary in the accomplishment of the same including assessing and collecting fees, taxes, assessments and/or special assessments as allowed by law;

   2.3 To install, provide equipment, service, engineer, maintain and repair public safety radio communications infrastructure used by member agencies;

2.4 To engineer and approve any equipment made a part of or joined to the public safety radio communications system of YECA or member agencies.

The purpose of this agreement is to exercise such powers jointly in the manner set forth in this agreement.

3. CREATION OF AUTHORITY. Pursuant to Government Code § 6500, et seq. (herein called the "Law"), and upon the effective date of this Agreement, there is established the YOLO EMERGENCY COMMUNICATIONS AGENCY (hereinafter referred to as "YECA" or "Agency"), a separate and distinct public entity which has the authority to exercise the common power provided for in this agreement and to administer or otherwise implement this agreement. The new name of this Agency (YOLO EMERGENCY COMMUNICATIONS AGENCY) is a change in name only and the Agency is a continuation of the YOLO COUNTY COMMUNICATIONS EMERGENCY SERVICE AGENCY subject to the terms and conditions of this Agreement.

4. BOARD.

YECA shall be governed by the Governing Board, hereinafter referred to as "Board" comprised of one member appointed by the governing body of each party to this agreement to serve at the pleasure of each appointing governing body. Each such governing body shall also appoint an alternate to serve on the Board in the absence of that governing body's regular board member.

A quorum of the Board shall consist of members representing at least a majority of the parties, except that less than a quorum may adjourn a meeting.

At its first meeting in each fiscal year, the Board shall elect a new Chairperson and Vice-Chairperson. The Board has established and shall maintain a set of bylaws, which are consistent with the applicable laws and terms of this Agreement.

Each Board member and each party shall receive a copy of the bylaws. The Board may adopt additional bylaws or regulations, which are not inconsistent either with the applicable law or with this agreement. The Executive Director shall promptly send to every Board member and to every party each bylaw amendment after its adoption by the Board.

At any meeting, including its organizational meeting, the Board may consider such matters, as it deems proper for carrying out the purpose of this Agreement, provided that the Board complies with the requirements of the Ralph M. Brown Act (Government Code §§ 54950 et seq.).

Action by the Board shall be valid and binding when a majority of all members vote accordingly.

5. POWERS AND FUNCTIONS. YECA shall have the common power of the parties as set forth in Section 2 above, and in the exercise of the power under this Agreement, YECA is authorized in its own name to:

5.1 Employ agents and employees, establish salaries and benefits, and contract for professional services;

5.2 Make and enter into contracts;

5.3 Incur debts, obligations, and liabilities; provided, however, the debts, obligations and liabilities incurred by YECA shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;

5.4 Acquire, hold and convey, construct, manage, maintain and operate buildings and improvements;

5.5 Accept contributions, grants or loans from any public agency, or the United States or any department, instrumentality, or agency thereof, for the purpose of financing the planning, acquisition, construction, maintenance, or operation of facilities and/or services. YECA may also accept contributions, grants, or loans from other than the foregoing sources;

5.6 Invest surplus money in the County Treasury, as provided in Section 10 of this agreement, that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code;

5.7 Purchase insurance, join insurance pooling programs and/or develop and maintain a self-insurance reserve;

5.8 Do all other acts reasonable and necessary to carry out the purpose of this Agreement; and

5.9 Sue and be sued.

5.10 Render communication services and other assistance to the Yolo County Office of Emergency Services (OES) and to state or federal emergency agencies at the request and direction of the OES or County Administrator in emergency situations. YECA shall be held strictly accountable for all funds received by, held and disbursed by it.

5.11 Assess and collect fees, taxes, assessments and/or special assessments as allowed by law.

5.12 The powers to be exercised by YECA are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of Yolo in the exercise of similar powers.

5.13 YECA shall be held strictly accountable for all funds received held and disbursed.

6. EXECUTIVE DIRECTOR. The Board shall select an Executive Director who shall serve at its pleasure or upon the terms prescribed by it under the rules and regulations provided by the Board, the powers and duties of the Executive Director are:

6.1 To lead and coordinate the technical administrative responsibilities of YECA and to be responsible to the Board for proper administration of all affairs of YECA.

6.2 To appoint, assign, supervise and discipline, up to and including termination, YECA employees, subject to the Personnel Rules adopted by the Board.

6.3 To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board and be responsible for their administration after adoption by the Board.

6.4 To formulate and present to the Board plans for communications and emergency facilities and/or services within the Agency and the means to finance them.

6.5 To supervise the planning, acquisition, construction, maintenance and operation of the communications and emergency services facilities or services of the Agency.

6.6 To attend all meetings of the Board and act as the secretary of the Board or designate an Agency staff member to act as secretary of the Board.

6.7 To execute transfers within major budget units, as long as the total expenditures of each major budget unit remains unchanged.

6.8 To act as purchasing agent and to purchase or contract for goods, equipment or services consisting less than $10,000 per order and to purchase fixed assets approved in the budget, without obtaining specific Board approval, as long as such expenditures are accommodated in the adopted budget. The YECA Board shall have the authority to increase this limit by a majority vote.

6.9 To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

7. YECA PERSONNEL.

7.1 All YECA personnel shall be employees of YECA and eligible for membership in CALPERS (California Public Employees Retirement System).

7.2 All YECA personnel shall be subject to the Personnel Rules adopted by the YECA Board, all personnel policies and procedures implemented by the Executive Director and shall receive compensation and benefits as directed by the YECA Board.

8. FINANCING AND BUDGET. The fiscal period of the Agency shall be the year beginning July 1 and ending June 30. For each fiscal year, capital and operating budgets shall be proposed and adopted which are consistent with the funding ability of the member jurisdictions.

9. BUDGET AND CONTRIBUTIONS.

The procedure for adopting budgets is as set forth in this subsection.

9.11 The Executive Director shall propose an operating budget and capital budget to the Board on or before March 1 of each year.

9.12 After considering the proposed budgets, the Board shall, by the vote of members representing each party, adopt an operating budget and a capital budget.

9.121 The contribution of each party to the operating and capital budget shall be determined by the Board of YECA passed by majority vote. The contributions determined by the Board of YECA for each member entity shall reasonably reflect the share of costs incurred by YECA as a result of providing services to the particular member entity. The Board of YECA may adopt a formula or any other reasonable method for determining the respective contribution of each member entity.

Budgetary changes during the year may be approved by the Board through a simple majority vote, if the action does not increase any party's contribution. In the event that a budgetary change increases the contribution of any party, such change shall be subject to concurrence of the member representing that party.

Each party shall deposit its share of total party funding contributions with YECA in quarterly installments before the first day of each quarter, based on quarterly billing by the Executive Director. The quarter billing shall represent contribution for the following quarter for dispatch, 911 and emergency services service and for actual equipment service already received.

If a party is delinquent in paying the YECA and YECA financial obligations cannot be met as a result thereof, YECA may borrow such funds and the delinquent party shall be responsible to reimburse YECA for the delinquent amount plus finance charges and administrative expenses incurred in order to obtain the loan.

10. COUNTY SUPPORT SERVICES: TREASURER, AUDITOR, AUDIT.

Pursuant to the requirements of Section 6505.5 of the Government Code, the Treasurer of Yolo County is designated to be the depository and to have custody of all YECA funds, from whatever source, and to perform the following functions:

10.11 Receive and receipt for all money, including weekly checks resulting from collection services, for the YECA and place it in the Treasury of the County of Yolo to the credit of YECA;

10.12 Be responsible upon the Treasurer's official bond for the safekeeping, investment and disbursement of all YECA money so held;

10.13 Pay any sums due from the YECA or its assigns from YECA or any portion thereof, only upon warrant of the public officer performing the functions of auditor or controller who shall be so designated pursuant to this Agreement; and pursuant to the requirements of Section 6505.5 of the Government Code, the Auditor of County shall perform the functions of auditor/controller. The Treasurer shall draw warrants to pay demands against the YECA when the demands have been approved by the YECA.

There shall be strict accountability of all funds and the Auditor of County will report to the YECA all receipts and disbursements. In addition, Auditor of County will either make, or contract for, an audit of the accounts and records at least annually, as prescribed by Section 6505 of the Government Code. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the auditor shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party. County data processing services relative to financial accounting shall be provided.

The rate for said services shall be negotiated prior to the adoption of the operating budget for each fiscal year and be generally consistent with the cost allocation system established for other County departments.

In lieu of the designation of a treasurer and auditor as set forth above, the Board may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code.

> In the event the Board designates its officers or employees to fill the functions of treasurer or auditor, or both, such officers or employees shall cause an independent audit to be made by a certified public accountant in compliance with Section 6505 of the Government Code.

11. COUNTY SUPPORT SERVICES: OTHER.

11.1 The County of Yolo shall provide the following support services to YECA at rates agreed upon by the County and YECA:

Legal counsel, general services, garage services, office space, fueling services, parking, utilities, administrative support, personnel, payroll and other County support services. This section shall not prohibit YECA from seeking or obtaining such services from entities other than the County of Yolo.

12. 911 SERVICE. YECA may enter into any agreements with telecommunications providers or government entities necessary to the provision of 911 emergency services and the operation of a PSAP.

13. TRANSFER OF ASSETS. In addition, the County of Yolo hereby grants a YECA a license to occupy the Communications Center located at 35 North Cottonwood Street, Woodland, California, as is devoted to functions assumed by YECA so long as the County of Yolo is a party and subject to payment to the County for any services provided.

14. FREQUENCIES. Each party shall turn over to YECA for licensure or co-licensure as legally appropriate or required all public safety radio frequencies and licenses for the purposes of carrying out the provisions of this Agreement.

15. DEBTS AND LIABILITIES. The debts, liabilities, and obligations of the Agency shall not be debts, liabilities or obligations of the parties to this Agreement.

16. INDEMNITY. The Agency shall indemnify, defend and hold harmless the parties hereto and their officers, agents, servants, and employees free from any and all claims, losses, costs or liability resulting to any person, firm or corporation or any other public or private entity for damages of any kind, including, but not limited to, injury, harm, sickness or death to persons and/or property from any cause whatsoever arising from or in any way connected with the performance and exercise of its powers.

17. TERM OF THE AGREEMENT. This agreement shall become effective on the day and year first above written and shall continue in force until the effective date of the withdrawal of the last party or action of the governing body of each party.

18. WITHDRAWAL OF PARTIES. Any party may withdraw upon no less than three (3) years' prior written notice to the Board. The withdrawing party shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the withdrawal date. Upon such withdrawal, no withdrawing party shall be entitled to any distribution or withdrawal of property or funds.

19. TERMINATION OF THE AGREEMENT. Upon the cancellation of this Agreement, its purposes shall be deemed completed and any surplus money on hand shall be returned to parties in proportion to the contributions made.

20. AMENDMENTS. This agreement may be amended by an agreement in writing adopted by each party.

21. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

22. SEVERABILITY. Should any part, term or provision of this Agreement be finally decided to be in conflict of any law of the United States or of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement the parties intended to enter into in the first instance.

23. NEW PARTIES. New parties may join this agreement, provided that the existing parties vote unanimously to accept the new party, the new party is a public agency and subject to any conditions established by the Board upon which the new membership shall be approved.

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

[SINGATURES FOLLOW]

YOLO EMERGENCY
COMMUNICATIONS AGENCY,
a ~~Joint Powers~~ Authority

By:
Raymond A. Groom
Chairman of the Board, YECA

ATTEST:
Secretary to the Board, YECA
By:

COUNTY OF YOLO, a political subdivision
Of the State of California

By:
Mariko Yamada, Chair
Chairman of the Board of Supervisors

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS

By: ______________________, Deputy

APPROVAL AS TO FORM:

Robyn Drivon
COUNTY COUNSEL
COUNTY OF YOLO

CITY OF WOODLAND, a municipal Corporation

By: ______________________
Mayor

ATTEST:
Susan L. Vannucci
CITY CLERK

APPROVAL AS TO FORM:
____
CITY ATTORNEY
CITY OF WOODLAND

CITY OF WEST SACRAMENTO, a municipal corporation

By: ______________________
Mayor

ATTEST:
____
CITY CLERK

APPROVE AS TO FORM:
____
CITY ATTORNEY
CITY OF WEST SACRAMENTO

CITY OF WINTERS, a municipal corporation

By: ______________________

Mayor

ATTEST:
____
CITY CLERK

APPROVAL AS TO FORM:
____
CITY ATTORNEY
CITY OF WINTERS

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.18.
SUBJECT: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional $32,911 appropriation to the Vehicle Replacement Fund and authorize the purchase award of a replacement trees chipper to Morbark, LLC in the amount of $81,604 under the National Joint Powers Alliance (NJPA) Contract #062117-MBI.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional $32,911 appropriation to the Vehicle Replacement Fund and authorize the purchase award of a replacement trees chipper to Morbark, LLC in the amount of $81,604 under the National Joint Powers Alliance (NJPA) Contract #062117-MBI.

Staff Contact:
Troy Thompson, Fleet & Facilities Manager, (530) 661-5956, troy.thompson@cityofwoodland.org

Fiscal Impact:
The purchase will be made from the Vehicle Replacement Reserve Fund (Fund 012); there is a total of $81,604 in the older chipper's replacement reserve account, but only $48,692 was appropriated in the FY2018/19 budget. The additional appropriations requested will allow the expenditure of funds already accumulated for this purpose.

Background:
The older trees chipper #606 was scheduled for replacement in FY2018/2019 due to age and high maintenance costs. Fleet Services sourced a new Morbark Chipper under the NJPA Contract #062117-MBI, which allows the City to purchase the equipment under a competitively bid process.

Discussion:
Fleet Services will execute the purchase once the City Council authorizes the additional $32,911 budget appropriation to the Vehicle Replacement budget and the purchase award to Morbark, LLC.

Conclusion:
Staff recommends that the City Council approve Resolution No. _____, authorizing an additional $32,911 appropriation to the Vehicle Replacement Fund and authorize the purchase award of a replacement trees chipper to Morbark, LLC in the amount of $81,604 under the National Joint Powers Alliance (NJPA) Contract #062117-MBI.

Prepared By: Troy Thompson, Fleet & Facilities Manager
Reviewed By: Craig Locke, Interim Public Works Director

Attachments:
1. Resolution - Tree Chipper
2. Vendor Proposal
3. NJPA Contract Acceptance Letter

City Manager

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING AN ADDITIONAL $32,911 BUDGET APPROPRIATION TO THE VEHICLE REPLACEMENT BUDGET AND THE PURCHASE OF A REPLACEMENT TREES CHIPPER

WHEREAS, the City Council acknowledges that the equipment purchase will be for a replacement trees chipper for the Community Services Department that was already approved by the City Council to be replaced in FY2018/2019; and

WHEREAS, the City staff wishes to increase the Vehicle Replacement budget (Fund 012-084-7841-5545) by $32,911 to account for the cost difference between the price of the new chipper and the amount that was originally appropriated for this equipment purchase in FY2018/2019; and

WHEREAS, the City Council acknowledges that there are adequate funds in the Vehicle Replacement fund to cover the cost difference; and

WHEREAS, the City staff wishes to award the purchase the new chipper to Morbark, LLC under National Joint Powers Alliance (NJPA) Contract #062117-MBI in the amount of $81,604.28;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby authorizes an additional $32,911 budget appropriation to the Vehicle Replacement budget and the purchase award of one (1) Morbark Chipper to Morbark, LLC under NJPA Contract #062117-MBI in the amount of $81,604.28.

PASSED AND ADOPTED by the City Council on this 21st day of August 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

Box 1000, Winn, Michigan, 48896
Telephone: 989-866-2381
Fax: 989-866-2280
www.morbark.com

Tree Care Equip Quote

Sold To:	City of Woodland 655 N. Pioneer Ave. Woodland,CA 95776	**Ship To:**	Bailey's for further delivery to: The City of Woodland

Quote No.		**Quote Date:**	7/18/2018	**Customer P.O.**		**Requested:**	60 Days ARO
Contact:	Mr. Troy Thompson	**Contact #:**	(530) 661-5956			**Delivery Instructions:**	FOB Woodland, CA
Preparer:	Jim Haas/ Wayne Watts	**Terms:**	Net 30 Days				

SKU# 50100 - 2018 MORBARK BEEVER™ M15R

EQUIPMENT AND OPTIONS

STANDARD UNIT:

- ♣ 15” chipping capacity
- ♣ Morbark Paint System is a Super-Shield topcoat and two component high performance isocyanate free urethane system. The topcoat is high solids, low VOC, and offers long term color and UV protections, as well as resistance to a wide range of chemicals, pollutants, and natural weathering. The system utilizes automotive grade pigments in the Super-Shield topcoat to achieve outstanding color and gloss protection. The system has also been tested to meet many military grade standards for long term performance
- ♣ 56” wide x 37” high rigid infeed chute with 20-1/2” wide x 18" high throat opening, 4 position control handle to actuate feed wheels and includes dual safety cables
- ♣ Dual horizontal feed wheels with TorqMax™ top feed wheel compression system, hydraulic lift assist, Variable Force™ constant hydraulic down pressure system with additional manually applied hydraulic down pressure at the valve handle and direct drive bottom feed wheel with torque arm coupler
- ♣ Reversing automatic feed system
- ♣ 30” diameter x 23-3/4" wide four (4) knife staggered knife pocket drum with removable knife holders and dual sided chambered air-impeller system
- ♣ 32-gallon lockable fuel tank with drain plug, sight gauge and shut-off valve
- ♣ 12-gallon lockable hydraulic reservoir with sight gauge, drain plug and clean-out cover
- ♣ Live hydraulic system including: ball valve, pump, motor and valve bank with additional valve section for installation of winch package
- ♣ 360° manual crank, height-adjustable, swivel discharge chute with bottom clean-out door and turnbuckle for height adjustment
- ♣ 8.2#, 6" channel frame with cross bracing for additional structural rigidity
- ♣ 5" x 3" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- ♣ 9000# Torflex suspension axle, electric brakes and break-away actuator with 235/75R x 17.5", 16-ply radial tires with rims and hexagon splash guard fenders
- ♣ 10,000# jack with stationary foot pad
- ♣ Lockable steel combination tool and battery box compartment with 8D, 1400CCA battery
- ♣ Registration and operator guide holder
- ♣ Complete set of manuals including: Parts, Safety and Operator's Manual with electronic back-up, safety DVD, start-up paperwork, engine manual and OEM component manuals
- ♣ Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- ♣ Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps and license plate holder with light

Box 1000, Winn, Michigan, 48896
Telephone: 989-866-2381
Fax: 989-866-2280
www.morbark.com

Tree Care Equip Quote

Sold To:	City of Woodland 655 N. Pioneer Ave. Woodland,CA 95776	**Ship To:**	Bailey's for further delivery to: The City of Woodland

Quote No. ______ **Quote Date:** 7/18/2018 **Customer P.O.** ______ **Requested:** 60 Days ARO

Contact: Mr. Troy Thompson **Contact #:** (530) 661-5956 **Delivery Instructions:** FOB Woodland, CA

Preparer: Jim Haas/ Wayne Watts **Terms:** Net 30 Days

SKU# 50100 - 2018 MORBARK BEEVER™ M15R

♣ Caterpillar C4.4, Tier 4F, 174-HP diesel engine

NOTES "All engines include over center clutch and block heater UNLESS SPECIFIED and are subject to availability

♣ ChipSafe Operators Safety Shield (includes (2) sets of wrist straps, (2) sets of ankle straps & (2) sets of boot
♣ ***NOTE: Not available with the variable speed flow control***
♣ ***NOTE: If the ChipSafe® option has not been selected, it can be installed later.***
♣ Cone holder, lockable to hold (10) 28" long traffic cones
♣ Hydraulic front stabilizer in lieu of standard 10,000# tongue jack
♣ Winch package: heavy-duty, 5000# pull capacity with rope and 10' chafe guard
♣ Hydraulic swivel discharge chute

Morbark is not responsible for final color or shading

♣ ***Water Cooler Holder***

Comments:

Sourcewell (formerly known as NJPA) Contract # 062117-MBI

Tax Applied =	7.25%
Extended Price =	**$81,604.28**

QUOTE IS VALID FOR 30 DAYS

EFFECTIVE 1/1/2018

FORM E

CONTRACT ACCEPTANCE AND AWARD

SERVING GOVERNMENT AND EDUCATION
NJPA
National Joint Powers Alliance®
COOPERATIVE PURCHASING SOLUTIONS

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-MBI
Proposer's full legal name: Morbark, LLC

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE	Jeremy Schwartz (NAME PRINTED OR TYPED)
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE	Chad Coauette (NAME PRINTED OR TYPED)
Awarded on August 17, 2017	NJPA Contract # 062117-MBI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name MORBARK, LLC

Authorized Signatory's Title GENERAL COUNSEL & GOVERNMENTAL SALES MANAGER

Kevin M. Cotter VENDOR AUTHORIZED SIGNATURE	KEVIN M. COTTER (NAME PRINTED OR TYPED)
Executed on 08/18, 2017	NJPA Contract # 062117-MBI

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.19.
SUBJECT: Increase the Fiscal Year 2018/2019 Tree Rebate Program Budget by $1,400

Recommendation for Action:
Staff recommends that the City Council approve Resolution No. _____, authorizing an FY 2018/2019 appropriation of $1,400 in support of the City's Tree Rebate Program.

Staff Contact:
Jordan Power, Management Analyst, (530) 661-5885, jordan.power@cityofwoodland.org

Fiscal Impact:
This action will provide an appropriation of $1,400 in support of the City's Tree Rebate Program. Funding will be provided by the available fund balance of $7,345 in the Tree Rebate Program fund.

Background:
Historically, the City has offered up to $75 per property for residents to purchase and plant trees. Tree rebate expenditures were not budgeted for in FY 2018/19. To be eligible for the rebate, the tree(s) must be on the City's Approved Street Tree List, which was approved by City Council in August 2016 as part of the 2016 City of Woodland Engineering Standards (Section 13.03). After an application is received, City staff inspects the tree to verify the purchase, confirm compliance with eligibility requirements, and ensure proper planting techniques.

Funding for the Tree Rebate Program was historically allocated from the Capital Expense Budget ($4,000 annually) as well as collected from "Tree Development Fees" from new developments in lieu of planting trees. In 2008, these revenue sources were discontinued and the remaining fund balance was designated to be used for residential street tree rebates until funding ran out. At the time, there was $21,371.82 in funds remaining. Over the past ten-years, City Council has appropriated portions of this fund each fiscal year and approximately $1,400 each fiscal year has been awarded to Woodland residents in the form of tree rebates. If this amount continues to be allocated and awarded, there will be approximately 5-years of funding remaining for residential street tree rebates.

Discussion:
Allocating $1,400 from the City's Tree Fund to the Tree Rebate Program will allow the City to continue to provide this rebate. Street trees provide a wide range of health, economic, and environmental benefits to our community. The City of Woodland's 2018 Urban Forest Resource Analysis prepared by Davey Resource Group found that Woodland's public trees alone, "provide cumulative benefits to the community at an average value of $116.95 per tree, for a total value of nearly $1.7 million.". One of the six focus areas in The City of Woodland Climate Action Plan, adopted by City Council in May 2017, is Urban Forest and Open Space. Continuing to offer and promote the residential street tree rebate program is identified as an action to accomplish the goal of increasing the Community Tree Canopy.

Conclusion:
Staff recommends that the City Council approve Resolution No. _____, authorizing FY18/19 appropriation of $1,400 in support of the Tree Rebate Program.

Prepared By: Jordan Power, Management Analyst
Reviewed By: Christine Engel, Community Services Director

Attachments:
1. Resolution

City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2018/2019 TREE REBATE PROGRAM BUDGET

WHEREAS, In June 2018, Council approved the FY 2018/2019 budget; and

WHEREAS, funds were not allocated to the Tree Rebate Program budget in FY 2018/2019; and

WHEREAS, funding is available in the Tree Rebate Program Fund with a balance of $7,345; and

WHEREAS, the City of Woodland expects to have approximately $1,400 in tree rebate related expenses between now and the end of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2018/2019 Tree Rebate Program appropriation shall be increased by $1,400.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Enrique Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.20.
SUBJECT: Approval of Final Map 5092, Oyang South, and the associated Subdivision Improvement Agreement

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5092, Oyang South; 2) approving the Subdivision Improvement Agreement for Final Map 5092 and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Staff Contact:
Bruce Pollard, Senior Civil Engineer, (530) 661-5974, bruce.pollard@cityofwoodland.org

Fiscal Impact:
This project's processing costs were covered by funds advanced to the City by the Developer. In addition, at build-out, the 120 lots are estimated to generate approximately $3.0 million in development impact fees. There is no impact to the General Fund.

Background:
City Council approved a tentative map and development agreement on December 6, 2016 for 77.3 +/- acres with 250 single family lots and one multi-family lot. The Developer, Lennar Homes of California, Inc., has satisfied all conditions required for approval of the first final map (120 lots), and is requesting that the City approve Final Subdivision Map No. 5092, Oyang South, and the associated Subdivision Improvement Agreement and Reimbursement Agreements.

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

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5092, Oyang South; 2) approving the Subdivision Improvement Agreement for Final Map 5092 and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Prepared By: Bruce Pollard, Senior Civil Engineer
Reviewed By: Brent Meyer, City Engineer

Attachments:
1. Resolution
2. SIA
3. Location Map

Assistant City Manager

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5092 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

WHEREAS, on December 6, 2016 the City of Woodland approved Tentative Map No. 5092, Oyang South with map conditions of approval and a Development Agreement; and

WHEREAS, Lennar Homes of California Inc., a California Corporation has completed the conditions of approval and has filed a final map for 120 lots; and

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

WHEREAS, the City Council wishes to approve Final Map 5092, Oyang South Phase 1, a portion of tentative map 5092, and the associated Sub Division Improvement Agreement; and authorize the execution of the Map and Agreement through the adoption of this Resolution.

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

Section 1. The City Council hereby approves Final Map 5092, Oyang South Phase 1, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Assessor.

Section 2. The City Council hereby approves the Subdivision Improvement Agreement. The City Manager is hereby authorized to execute the Agreement on behalf of the City, and the City Manager is authorized to amend the agreement to grant extensions of time to the agreement if necessary.

Section 3. A copy of the Subdivision Improvement Agreement is attached and made a part of this Resolution.

PASSED AND ADOPTED this 21st day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 956957

ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5092

between

THE CITY OF WOODLAND

a California municipal corporation

and

LENNAR HOMES OF CALIFORNIA, INC

A CALIFORNIA CORPORATION

SUBDIVISI ON IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5092

I. Parties and Date

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _________, 20__, by and between the City of Woodland, a California municipal corporation ("City") and Lennar Homes of California, Inc. a California Corporation, with its principal office located at 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. Recitals

A. Developer's tentative subdivision map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland City Council on December 6, 2016. The tentative subdivision map is identified in City records as Tentative Subdivision Map No. 5092, Oyang South. ("Map").

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 5092, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 21 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 21 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

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

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on December 6, 2016.

III. Terms

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

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

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

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

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

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

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

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

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

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notices.

Developer shall also provide a competent construction manager who is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner.

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

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

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public

Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance. Developer shall maintain City construction fence defining limits of City water transmission pipeline project. Developer shall maintain fence in good repair and working order so that it prevents construction traffic from crossing over or in the vicinity of the water transmission pipeline project. Developer and developer's contractors and subcontractors shall not allow any traffic to cross the pipeline without prior to City approval.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by _______________, 2019 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

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

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

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

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

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

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

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

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

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

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

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

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

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

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

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

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

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq*., of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Nine Million Three Hundred Seven Thousand Six Hundred Nine Dollars & 00 Cents ($9,307,609.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Four Million Six Hundred Fifty-Three Thousand, Eight Hundred Five Dollars & 00 Cents ($4,653,805.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

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

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

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

13.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

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

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars ($1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

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

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars ($1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

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

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

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

14.5 Endorsements.

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

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

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

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

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

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

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

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

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

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

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

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

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

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

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

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

CITY:	**DEVELOPER:**
City of Woodland 300 First Street Woodland, CA 95695 Attn: City Engineer	Lennar Homes 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 Attn: Division President

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

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

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

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

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

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

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

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

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

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

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

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

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

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

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

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work to be performed under this Agreement by Developer is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Developer and its contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws for any or all work required by this

Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

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

CITY OF WOODLAND

BY: ____________________
Paul Navazio, City Manager

Lennar Homes of California, Inc
By: a California Corporation

____

Larry Gualco
Print Name

Vice President
Title

ATTEST:

By: ____________________
Ana Gonzalez, City Clerk

By: ____________________ (Seal)
Signature

Robert Tummolo
Print Name

Vice President
Title

APPROVED AS TO FORM:

By: ____________________
Kara Ueda, City Attorney
Best Best & Krieger LLP

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

On July 10, 2018 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Robert Tummolo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2171051
My Comm. Expires Nov 24, 2020

Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document ______

Type or Title of Document Oyang South Phase 1

Number of Pages in Document ______

Document in a Foreign Language ______

Thumbprint of Signer

☐ Check here if no thumbprint or fingerprint is available.

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: ______

Other Information: ______

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

SUBDIVISION NO. 5092 OYANG SOUTH PHASE 1
A SUBDIVISION OF
REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

APN: 042-030-034

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 5092

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

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

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans entitled:

Oyang South Phase 1 Subdivision No. 5092

And

Oyang South Backbone Subdivision 5092

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

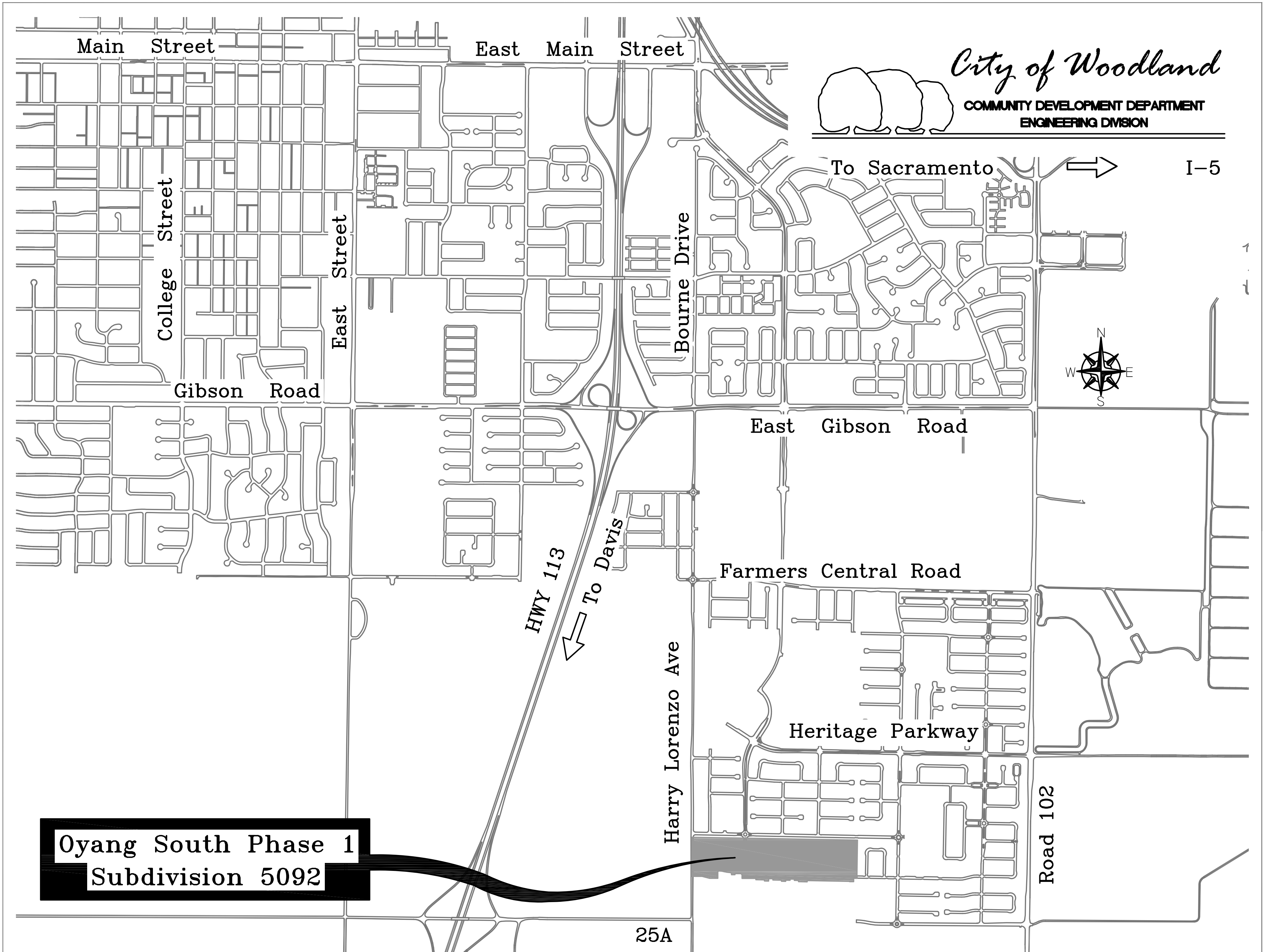
PARCEL/TRACT NO. 5092

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

FAITHFUL PERFORMANCE BOND:		$9,307,609.00
Surety:	Westchester Fire Insurance Company	Bond #K1356033A- $5,106,659
Attorney-in-fact:	Mechelle Larkin	Bond #K13560341 - $5,957,698
Address:	436 Walnut Street, 10th Floor Philadelphia, PA 19106	

PAYMENT BOND:		$4,653,805.00
Surety:	Westchester Fire Insurance Company	Bond #K1356033A- $2,553,330
Attorney-in-fact:	Same As Above	Bond #K13560341 - $2,978,849
Address:	Same As Above	

GUARANTEE AND WARRANTY SECURITY BOND:		$930,761.00
Surety:	Westchester Fire Insurance Company	Bond #K1356033A-M- $510,666
Attorney-in-fact:	Same As Above	Bond #K13560341-M - $595,769
Address:	Same As Above	


City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
Main Street
East Main Street
To Sacramento
I-5
College Street
East Street
Bourne Drive
Gibson Road
East Gibson Road
N
S
E
W
HWY 113
To Davis
Farmers Central Road
Harry Lorenzo Ave
Heritage Parkway
Road 102
Oyang South Phase 1
Subdivision 5092
25A

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: I.21.
SUBJECT: Yolo County Grand Jury Response – The Looming Crisis of Yolo County City Pension and Retirement Medical Costs

Recommendation for Action:
Staff recommends that the City Council authorize the City Manager to submit a formal response on behalf of the City Council to the 2018 Grand Jury Report: Looming Crisis of Yolo County City Pension and Retirement Medical Costs.

Council Goal(s):
This topic is specifically identified within the City Council's goal related to Fiscal Stability.

Background:
At the end of June, the Yolo County Grand Jury published its report titled, "The Looming Crisis of Yolo County City Pension and Retirement Medical Costs. The Grand Jury requires that the City of Woodland (via both City Manager and City Council) respond to specific Findings and Recommendations included in the report within 60-90 days.

The Grand Jury report serves to highlight the critically important issue of escalating pension and retiree health benefit costs affecting cities across the state and within Yolo County. The City Council and staff have been actively working to better understand and manage this issue as rising pension and health insurance costs directly impact the city's ability – over the long-run – to deliver and sustain public services.

In summary, the Grand Jury report identifies the escalating costs of public employee pension and retiree medical benefits as a looming crisis for cities within Yolo County, yet suggests that (according to the Grand Jury) the public is not well-informed on this issue. Accordingly, the Grand Jury report identifies a number of recommendations, including:

· The need for greater transparency

· Standardized reporting template of city pension and retiree health costs

· Consideration of alternative to providing pension benefits through CalPERS

· Increased collaboration across cities to implement best practices for managing pension and retiree health benefit cost increases.

A copy of the Yolo County Grand Jury report is included as an attachment to this staff report.

Discussion:
In providing the required response, staff recommends that both the City Manager and City Council highlight the efforts undertaken over the past several years to both call attention to this issue as well as address the expected impacts of pension and retiree medical costs on the city's budget. In addition, the City's response provides an opportunity to correct inaccurate information reported by the Grand Jury.

Grand Jury Report - Findings and Recommendations.

Finding #1: For many Yolo County residents, poor transparency and difficulties in accessing information make it hard to understand the consequences of mushrooming retirement benefit expenses and liabilities. This jeopardizes the citizens' ability to hold elected officials responsible for providing adequate funding to all high-priority services.

Response:
The City of Woodland concurs that access to information is a pre-requisite to an informed public and civic engagement aimed at informing public policy. To this end, the City of Woodland has established a Transparency in Government page

on its website, to include information on public employee compensation and, specifically, CalPERS pension costs and funded status. In addition, information on the City's CalPERS pension and retiree medical benefits have been regularly agendized for discussion as part of the city's quarterly budget updates to the City Council and as stand-alone topics to advance the city's approach to managing rising costs and mitigate impacts on essential city services.

Finding #2: Several studies reveal that the retirement benefit system has been compromised by "golden handshakes" (e.g. special pension benefit deals or enhancements) and failure to consider the cost of lifetime benefits and likely investment earning levels. This happens every time a public agency negotiates a contract with its employees. Future fiscal solutions will depend, in part, on the public's willingness to hold state and local politicians accountable for their fiduciary responsibility as required by law and ethics.

Response:
City of Woodland officials (both elected and appointed) take very seriously their responsibility to uphold the public's trust and as fiduciaries of public funds. It is for this reason that, as it relates to managing pension and retiree health benefits, that the City has been actively engaged in working on initiatives to reduce liabilities and mitigate the impacts of these costs on the city's ability to provide essential city services. The following highlights some of the steps taken in this regard:

· Defined Retiree Medical Benefits were replaced with a Retiree Health Savings Account (defined contribution) for all new employees hired after 2006.

· The City negotiated labor agreements with all of its employee bargaining groups that require CalPERS contributions well in excess of the statutorily-required employee contributions for pre-PEPRA employees.

· The City has capped its contribution to health benefits for all employees, with the effect of capping the city's exposure to unfunded liabilities stemming from its closed Retiree Medical Benefit (for employees hired before 2006).

· The City established an irrevocable trust fund to pre-fund its OPEB obligations, effectively accelerating the funding required to offset the city's retiree medical benefit liability.

· The City worked with CalPERS to have cities within Yolo County moved from the Bay Area to the Sacramento Region for purposes of setting CalPERS health benefit premiums.

· Most recently, the City authorized a pre-payment of $4 million to pay-down the City's CalPERS pension unfunded liability. The result is a projected decrease of $700,000 per year in annual required payments toward the unfunded liability.

· Addressing escalating pension and retiree medical costs has been specifically called out among the City Council's priorities in its adopted Council Goals (since 2014), acknowledging that this particular issue is not entirely within the city's purview to control.

· City representatives have also been active with other cities in the region and across the state in working with the League of California Cities on pension reform.

· Overall, the City Council and management have been very aggressive and purposeful in working with its employees and CalPERS to manage both pension and retiree medical costs both in the short-run and with a focus on long-term fiscal sustainability.

Finding #3: Many city councils seem to have found it politically unpalatable or fiscally difficult to find adequate funding resources to make high enough payments to reduce unfunded pension and other post-employment benefit liabilities beyond the required payments. Additionally, when revenue generation is increased (e.g., from bonds, parcel taxes, sales or utility taxes or fees), the money collected that may be restricted for a specific purpose, makes available other unrestricted general funds to fund retirement cost increases. This is not always clearly communicated to the public.

Response:
While this may be gross generalization, the City of Woodland has, for years, taken steps to set aside more funding than is "legally required" to help offset both retiree medical benefit and – most recently – CalPERS pension unfunded liabilities. While it is true that it is often difficult to prioritize such investments when faced with a long list of competing needs, the

City of Woodland City Council has a track record of prioritizing pension and health care liabilities, understanding that delays in funding will only contribute to even higher costs for future Councils to wrestle with. (See comments under Finding #2).

Moreover, as part of the City of Woodland's strategy for funding CalPERS pension contributions, the city has worked collaboratively with all of its employee bargaining groups (both represented and unrepresented) to both a) increase pension contributions from employees as well as b) transfer some of the risk of future increases in employer contribution rates.

In this regard, the Yolo County Grand Jury's report states that "The percentage of payroll contributed by employees in Yolo County cities range from 6.9% to 9.0%."

This statement merely reflects the statutory requirements as cited in CalPERS valuation reports, and ignores the fact (as communicated to the Grand Jury) that the City of Woodland, through our collective bargaining process, has successfully negotiated significantly higher employee contributions, ranging from 8.0% to a high of 16.89%. Our sworn firefighters all contribute 13.0% and our sworn Police employees contribute between 13.00% and 16.89% of base pay toward their pension costs. Likewise, the city's mid-management employees contribute 16% of pay toward the cost of their pension benefits, to include the required 8% employee contribution PLUS 8% of the "employer contribution rate.

As we strive to increase transparency with the public, it is of concern that the Grand Jury report does not provide accurate information with respect to this important factor.

Finding #4: Beyond CalPERS requirements, the four cities approach the transparency, analysis, management and containment of growing retiree costs in different ways. There is an opportunity for increased collaboration among the cities. For example, Davis has developed a financial forecasting tool that projects revenues and expenses many years into the future. Some cities show retirement costs' share of the "General" or "All" Funds.

Response:
The City of Woodland would concur that there may well be benefits from increased collaboration on initiatives to increase transparency on pension and retiree medical cost information. At the same time, the cities routinely collaborate though the sharing of information on policies and best practices, including management strategies related to pension liabilities and costs.

The City of Woodland has also established a long-standing practice of providing the Council and public with long-term financial forecasts which include information specific to historical and future pension costs and impacts on the City's operating budget. Like several other cities, Woodland has also utilized our consulting actuary to provide projections of CalPERS costs (under various assumptions) that go beyond the five-year contribution rate projections provided by CalPERS.

Grand Jury Report Recommendations:

Recommendation #1: By February 1, 2019, city councils and staff should conduct public education campaigns to increase transparency and awareness of the alarming burdensome impact on city service priorities that is being created by retirement pension and medical insurance costs. Examples of public education could be in the form of education forums, explanatory inserts in utility statements, multi-media articles and/or candid conversation at governmental meetings.

Response:
· The City of Woodland is committed to promoting transparency and increased public engagement on issues affecting our community. The "looming pension crisis" is no exception.

· The City is already engaged in several of the efforts suggested in this recommendation and will continue to expand these efforts.

Recommendation #2: By February 1, 2019, city councils and staff should create a simple statistical template and/or graph that shows three-year past (actual) and projected (look back, look forward) pension costs and liabilities and their impact (% of total) on the city budget General and All Fund base. This is necessary to assure transparency to the public.

Response:
· The City can easily incorporate this recommendation to supplement existing charts and graphs already used to convey pension and retiree medical cost data to the City of Council and the public.

Recommendation #3: By July 1, 2019, Yolo County city councils should investigate and consider alternatives to the existing CalPERS managed pension systems in order to achieve a more sustainable and less burdensome financial impact on city budgets. An alternative hybrid-defined pension option is included in the proposed Public Employees' Pension Reform Action of 2018 (Senate Bill B-32). Any alternative plans considered by city governments should be transparent to the public.

Response:
· The City continues to be engaged in efforts to explore and expand options to the existing CalPERS defined benefit plans available to California cities, most notably through its active participation in the League of California Cities' Pension Reform Task Force. (The Task Force help shape the reforms implement via Senate Bill 32).

· The City also continues to engage its employee bargaining groups to increase awareness, explore alternatives and work toward more sustainable benefit plans.

Recommendation #4: By September 1, 2018, collaboration among cities in Yolo County should be increased so that best practices in analysis and cost containment of pensions and other retiree benefits can be shared. The best practices and innovative ideas should be transparent to the public.

Response:
· The City of Woodland will continue to work with the cities of Davis, West Sacramento and Winters to share information and best practices related to management of pension and retiree medical benefit costs and unfunded liabilities.

· We welcome the opportunity to collaborate on approaches to enhance transparency to the public.

Conclusion:
Rising pension costs are a real issue. It is also a complicated issue statewide that takes time to address. The City of Woodland its City Council agree that transparency and outreach are crucial and look forward to continuing our engagement efforts with the broader community, amongst other Yolo County jurisdictions and across the state.

Attachments:
1. 2017-2018 Yolo County Grand Jury Final Report

City Manager

2017-2018
YOLO COUNTY GRAND JURY
FINAL REPORT

A Report for the Citizens of Yolo County, California

June 30, 2018

Woodland, California

The Looming Crisis of Yolo County City Pension and Retirement Medical Costs

SUMMARY

California cities are experiencing an alarming fiscal burden due to increasing expenses and liabilities related to retiree pensions and health insurance. Yolo County's four cities (Davis, West Sacramento, Winters, and Woodland) are no exception to this retiree cost crisis. However, information about this looming fiscal crisis is not commonly known to many city residents, nor easily discovered. The 2017-2018 Yolo County Grand Jury (Grand Jury) investigated potential impacts on cities with primary focus on:

- Unfunded retiree cost liabilities
- Annual retiree expense management
- Best practices collaboration
- Transparency to city residents

The Grand Jury found that current and future retiree benefits are putting extreme pressure on other city service priorities (road maintenance and improvements, public works, parks and recreation, public safety, etc.) and revenue sources. The retirement benefit costs (pensions and health insurance) are consuming increasing portions of local city budgets.

The California Public Employee Retirement System (CalPERS), which manages all city plans within Yolo County, is in the midst of a planned multi-year escalation in employer contribution rates. This is due to changes CalPERS has made in calculating payments in order to build assets to pay for future pension payments. CalPERS has been gradually ramping up its requirements for "unfunded accrued liability" payments (see Glossary on page 47) statewide, which total $8.9 billion more than anticipated out of governmental entity coffers in only three years (FY2017-18 through FY2019-20).

Yolo County's four cities are contributing varying portions of their fair share of these "catch-up" costs (see Glossary on page 47) to ensure their retirement programs can cover future liabilities (payments to retirees). Some cities in the county are projecting that their "catch-up" payments will double for all pension funds over the next six years. Retiree medical insurance payments by cities add to this financial challenge. All of these increases are large relative to available budgets and are growing faster than projected current revenue sources.

When looking at total ("normal" and "catch-up") pension costs over the next seven years (Fiscal Year 2017-18 through Fiscal Year 2024-25), CalPERS anticipates staggering increases for Yolo County cities:

▪ Davis	$8.7 million	87% increase
▪ West Sacramento	$6.9 million	90% increase

▪ Winters	$0.4 million	67% increase
▪ Woodland	$6.3 million	78% increase

The Grand Jury recommends that Yolo County city councils become more transparent to taxpayers concerning growth of retirement costs and the negative impact of this growth on city priorities and fiscal health. Cities should consider creating a simple statistical template, such as that created by the Grand Jury for city managers (see Appendix C on page 49), showing historic and projected budget impact of retirement costs. The Grand Jury also recommends that cities consider more sustainable alternatives to the existing retiree benefit programs managed by CalPERS. Finally, collaboration should increase among cities, where allowed by law, to share best practices for managing these cost increases.

BACKGROUND

Public pensions and retiree medical insurance have always been important benefits for city and county government employees. However, when considering pension and medical benefit burdens on California cities and counties, two perennial questions are: (1) How much are the costs going to increase? (2) What degree of stress are those increases going to place on other services expected to be provided by city governments? CalPERS, the nation's biggest pension system, and individual cities have completed studies (see Bibliography, page 46, items 1, 2, 6) that address these questions. Yet this growing fiscal crisis is unknown to, or misunderstood by many taxpayers in Yolo County cities.

The Grand Jury chose to investigate several aspects of the growing budgetary crisis caused by pensions and retiree medical insurance costs in each of Yolo County's cities. The investigation focused on the impact of current levels of payments for these benefits on other city service priorities (such as public safety, parks and recreation, public works, street maintenance and improvements), the unfunded liabilities for future retiree payments, and the lack of transparency about these issues with citizens of each city.

APPROACH

During the investigation, the Grand Jury interviewed the city managers in Yolo County and obtained information from some of the city finance departments. In addition to the interviews and follow-up conversations with the city managers, the Grand Jury reviewed numerous documents and sources:

- Yolo County Cities Finance Department-provided pension and Other Post Employment Benefit statistics (OPEB)
- Yolo County Cities Comprehensive Annual Financial Reports
- Yolo County Cities Annual Fiscal Adopted Budgets
- CalPERS Annual Valuation Reports for Police, Fire, and Miscellaneous Employee Programs

- California Public Employees' Pension Reform Act of 2013 (PEPRA)
- California Public Employees' Pension Reform Act of 2018 proposal – Senate Bill 32
- CalPensions State Bulletins (CalPERS, CalSTRS and other government pensions)
- "How Much More Will Cities and Counties Pay CalPERS?" California Policy Center Study
- City of Monrovia pension case study related to balancing increasing CalPERS payments with payments for other city services.
- City of Vallejo, California pension case study related to bankruptcy
- Information and news concerning city and general retiree pension and medical insurance costs from multiple sources cited in the bibliography on page 46
- California legal codes and definitions cited in the bibliography and glossary on pages 46-47

DISCUSSION

The Grand Jury identified and investigated several areas of concern in Yolo County's four cities related to the growing pension and retiree medical insurance payments and liabilities. Although this report only focuses on the four cities, the same factors and concerns exist in Yolo County itself and other government entities within this county. The alarming increase in the rate of projected expenses and unfunded liabilities is neither easily found nor understood by many Yolo County city residents, which means that city governments can do more to be transparent.

Lack of Transparency

City officials are accountable for being transparent and forthcoming with the public about local government finances.

- Council members have a fiduciary role that includes financial oversight, sound policies and awareness of the fiscal and service impacts of the decisions they make, according to training curriculum provided to them by the League of California Cities (see Bibliography, page 46, item 13).
- In California, the people's right to know what their government is doing has been enshrined as a fundamental right in the state Constitution. "The people have the right of access to information concerning the conduct of the people's business, and, therefore the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny" (California Constitution article I, section 3, subdivision (b)).
- "Without a duty of accountability [by government officials], the public's ability to monitor the behavior of public fiduciaries would be severely limited. From the duty of accountability flow the duty of transparency and the concepts of

disclosure, open meetings, and accessibility of public records" (see Bibliography, page 46, item 10).

However, communication with the public about the growing burden on city finances of retiree costs has not been very transparent.

- The most common sources of publicly available pension and retiree medical insurance statistical information can be found only in city Comprehensive Annual Financial Reports, city Annual Fiscal Adopted Budgets, and CalPERS Annual Valuation Reports. Once found, the information can be difficult for city residents to understand, especially with respect to its effects on other city service priorities.
- The city of Davis provided a recent example of a missed opportunity to educate its taxpayers in a spring 2018 utility bill insert, "Expenditures – Where does the money go?" This summary did not mention anything about pensions or retiree benefits (see Bibliography, page 46, item 12).

Pension and Retiree Annual Costs: "Normal" and "Catch-up" Costs

- The *employer* contribution to the pension programs is a combination of "normal cost" (see Glossary on page 47), calculated as a percentage of employee payroll, and "catch-up" (see Glossary) dollar payments required to cover "unfunded accrued liabilities" (see Glossary). These liabilities have been increasing at an alarming rate when considered in relation to CalPERS investment returns, which have not been meeting projections, according to CalPERS Annual Valuation Reports and city financial documents. The "normal" employer cost as a percentage of payroll has been more stable and predictable. The employer pension contribution includes "catch-up" costs that fluctuate based on CalPERS investment returns and the amount of unfunded pension accrued liabilities. This is a subject of growing concern for most cities.
- The *employer* contribution shown in CalPERS required annual payment calculations, seen in its Annual Valuation statements, does not explain that the "normal cost" will decline over time as new employees are hired into pension plans under the Public Employee Pension Reform Act (PEPRA) pension contribution cost sharing criteria.
- The *employee* pension contribution varies among Yolo County cities and is typically determined through collective bargaining with various employee unions that represent police, fire, and other miscellaneous employee groups. This contribution remains constant from year-to-year as evidenced in CalPERS Annual Valuation Reports and PEPRA limitations (see Bibliography, page 46, item 3). The percentage of payroll contributed by employees in Yolo County cities range from 6.9% to 9.0%.
- According to CalPERS projections and Grand Jury interviews, the four Yolo County cities' payments to CalPERS for pensions rise sharply from current levels

in the next seven years, ranging from approximately 67% for Winters to a 90% for West Sacramento. In dollars, these increases are projected to range from $0.4 million for Winters to $8.7 million for Davis. The following Figures 1 and 2 provide additional four-city facts.

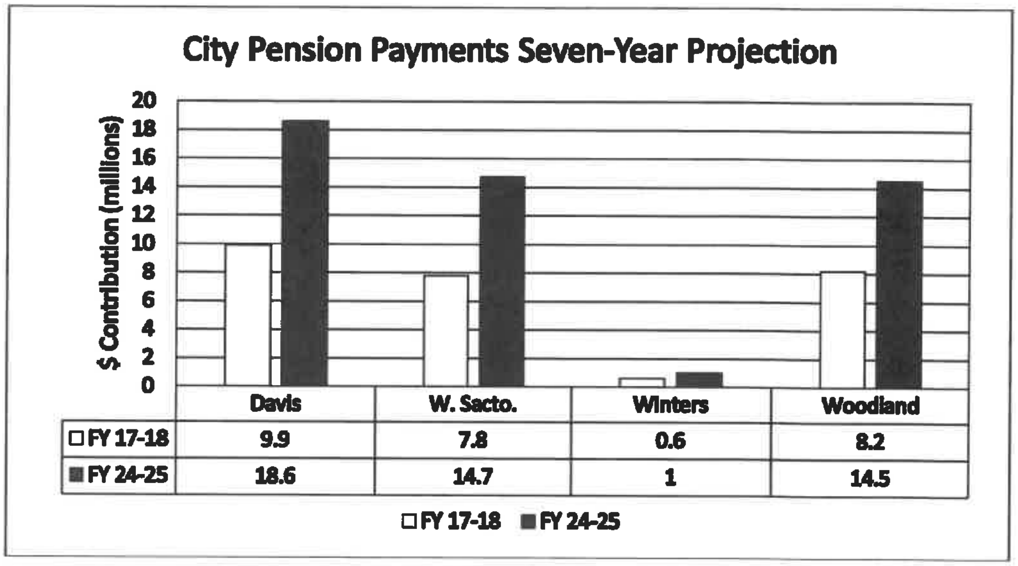


Figure 1. City Pension Liability Currently and in Seven Years

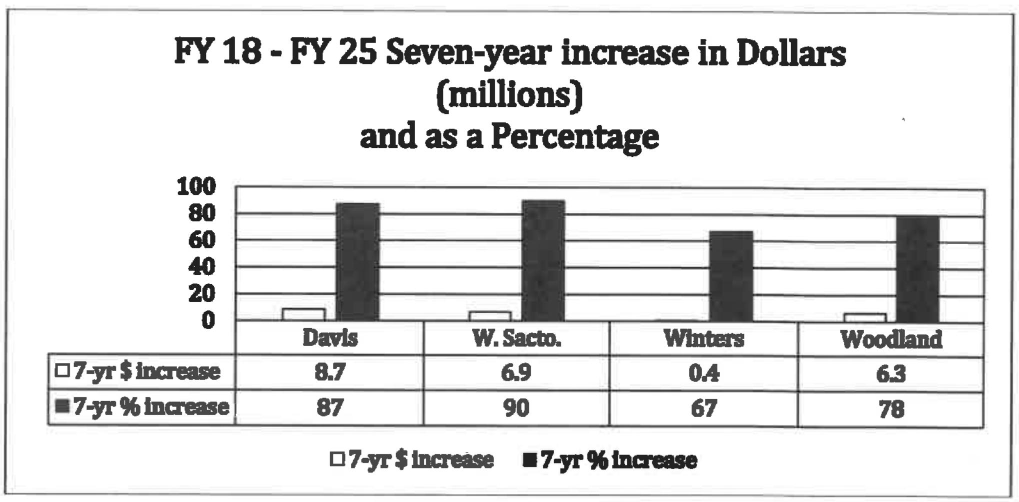


Figure 2. Pension increase over the next seven years shown in dollars and percent.

- According to a February 13, 2018, Sacramento Bee editorial (see Bibliography, page 46, item 14), the League of California Cities has determined that statewide pension payments are about 11% of General Fund budgets, on average. These are expected to become about 16% of General Fund budgets in the next seven years. Showing retirement expenses as a percentage of the General Fund is an effective way of educating the public about the importance of retirement costs competing with other city service priorities.

- According to information obtained from city financial reports and forecast statistics, Davis is contributing about 19% of the city's general fund budget to pensions and retiree health benefits, a share that will rise to approximately 26% by 2025. West Sacramento can expect its pension and retiree benefits to increase from 16% of its general fund budget this year to approximately 17% by 2025. Winters will see that share jump from 12% to 16% and in Woodland, it will climb from 14% to 18%.
- City Adopted Budgets and Annual Financial Reports, and accompanying notes, show that city councils have found it very difficult to absorb the rising retirement payments to CalPERS without compromising other city services. The result, at times, has been unpopular new taxes and fees, and voters are often not told that more of their money is needed for retirement costs (see Bibliography, page 46, item 11).

<u>Pension Unfunded Liabilities</u>

- According to the Annual Financial Reports dated June 1, 2017, Unfunded Accrued Liabilities for the four Yolo County cities are alarming relative to city balance sheets. Davis, for example, has $110.1 million of unfunded obligations. On the low end, the liability for Winters is $4.4 million. These liability levels have grown significantly in the last two years as shown in Figure 3 below.
- CalPERS is significantly escalating city-required "catch-up" payments due to changes it has made in rate smoothing calculations, amortization of unfunded liability dollars, accelerated retirements of baby boomers, and new mortality estimates for beneficiaries. These "catch-up" payments are scheduled to extend through at least FY 2022-23. These ramped up calculations will double some cities' total Unfunded Accrued Liability payments for all pension funds over the next six years. These "catch-up" payments are based on projections, so if investment returns are better or worse than predicted, the level of payments will vary.
- When a "normal" contribution is insufficient, and the pension plan becomes underfunded, the level of underfunding is compounded every year because there isn't enough money in the fund earning interest and providing investment returns. According to CalPERS actuarial tables, the longer that "catch-up" payments are deferred into the future (amortized over longer time periods), the worse the underfunding becomes, depending on the investment rate of return.

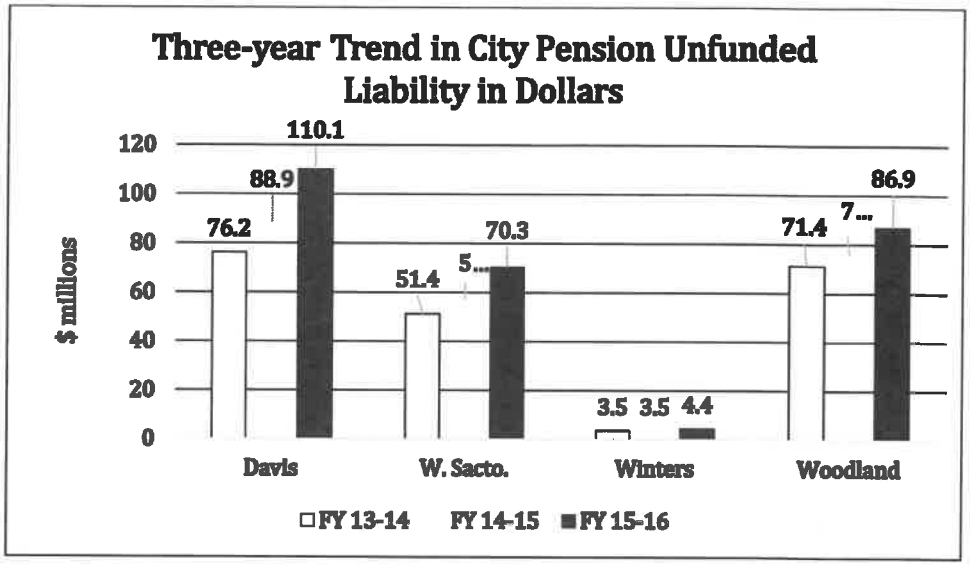


Figure 3. City Unfunded Liability Dollars over Three Years

- According to the California Policy Center, "Virtually every pension reform over the past decade or so has exempted the majority of active public employees from helping to pay down the unfunded liability" (see Bibliography, page 46, item 6) unless cost sharing is successfully negotiated into labor contracts such as done by the city of Woodland. Instead, most increased employee payments apply only to the "normal" employee contribution. Public employee unions, quite understandably, negotiate for the lowest possible employee contributions to pension funds. The "normal cost" has historically been calculated by CalPERS based on financially optimistic projections. Grand Jury interviews, past CalPERS actuarial reports, and city annual financial reports reveal that only minimal catch-up payments were made each year in exchange for bigger catch-up payments in the future.
- At present, the "future" is being dealt with by elected and appointed governmental officials who foresee pension and retiree benefit costs rising dramatically faster than revenues, according to city Annual Financial Reports and Annual Fiscal Adopted Budgets.
- Most pension plans remain underfunded even after a longer than usual bull stock market. When stocks and real estate have been running up in value for eight years, pension plans should not be underfunded. According to CalPERS Annual Valuation Reports' statistics, CalPERS and the public employee unions that dominate CalPERS have done a disservice to taxpayers, public agencies, and ultimately to the individual participants who are counting on CalPERS to know what they are doing with respect to investment strategies.
- The Public Employees' Pension Reform Act (PEPRA) of 2013 and the current proposed 2018 reform working its way through the state Legislature includes

strategies that address special "Golden Handshake" benefits negotiated in the past. These "Golden Handshake" benefits are partially responsible for compromising the sustainability of the CalPERS pension programs used by the four Yolo County cities (see Bibliography, page 46, items 3, 4, and 5).

- Based on the most recent three years shown in annual financial reports (FY13-14 through FY15-16), the "funded status" (see Glossary on page 47) of the four cities' pension plans are showing signs of declining by 7-8% annually. "Funded status" reflects having sufficient current assets to pay future pension payments. The recent declines are a function of past contributions and less-than-projected fund investment returns. For example, the "funded status" of Davis's three pension plans has dropped from an average of 72% to 64%, meaning that the city currently has only enough assets to pay two thirds of its future pension payments. CalPERS statewide liability funding in 2016 stood at 68%. Refer to the following Figure 4 for the four-city facts.

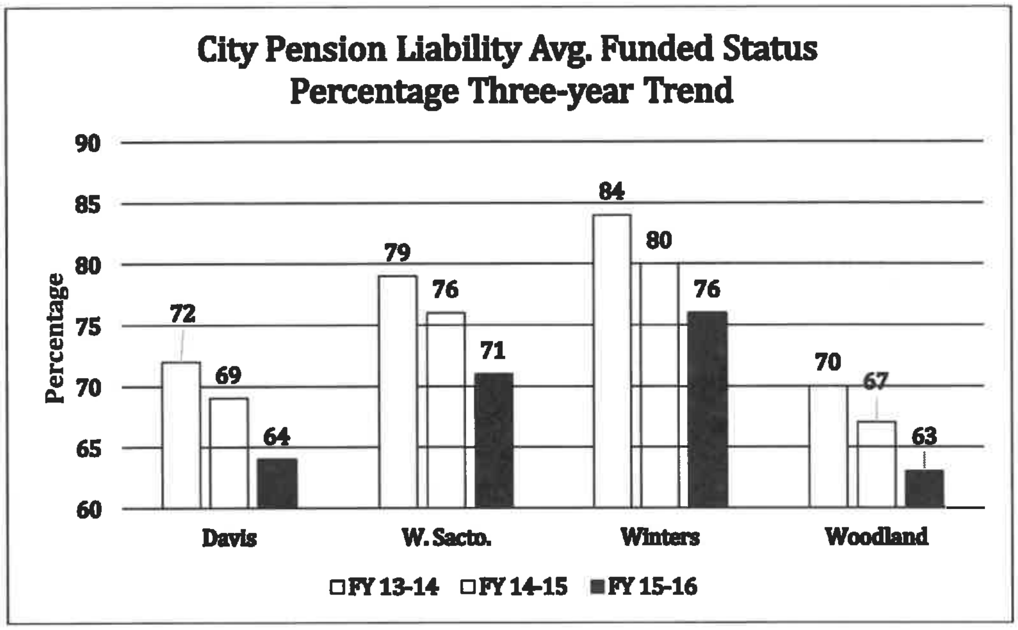


Figure 4. Percentage of City Pensions future liabilities that have been "funded" or invested.

- To create a more financially sustainable retirement system, the University of California and some California cities have offered a hybrid pension option, such as a 401(k) combined with a much smaller employer-paid pension (see Bibliography, page 46, item 7). This type of system is also included in the proposed Public Employees' Pension Reform Act of 2018 (Senate Bill B-32[see Bibliography, page 46, item 5]).

Retiree Medical Insurance Unfunded Liabilities

- Retiree medical insurance subsidies fall into an expense category that cities call Other Post-Employment Benefits (OPEB [see Glossary on page 47]).
- Yolo County cities' future obligations for retiree medical insurance are even more alarming than their pension liabilities. Currently, according to the most recent Annual Financial Reports, the four cities do not have sufficient current assets to pay future medical insurance liabilities. West Sacramento has the highest funded status at 48%, meaning the city has enough assets to pay half its future liability. Winters has the lowest, at 0%. Figure 5 below provides four-city information.

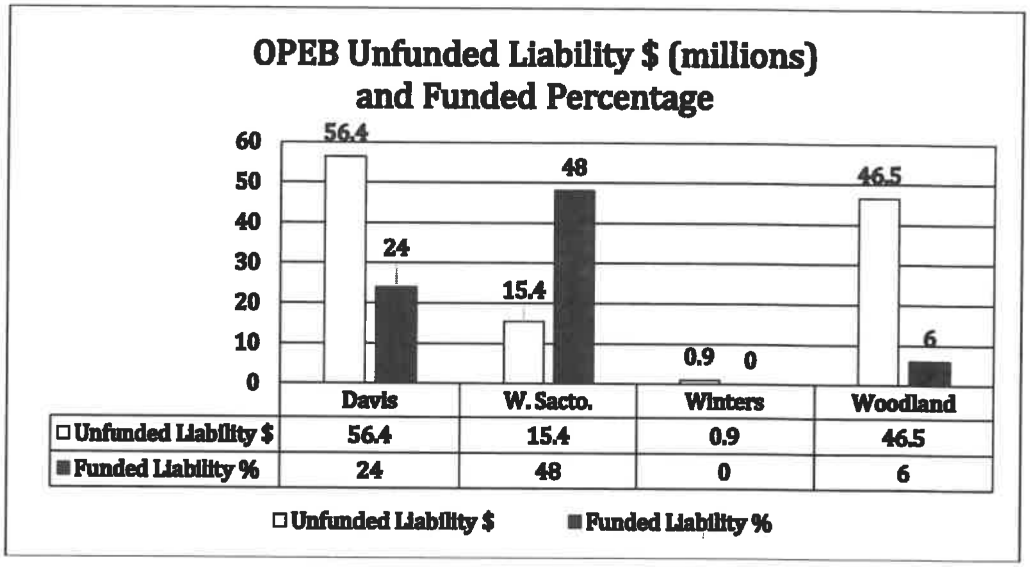


Figure 5. Other Post-Employment Benefits Unfunded Dollar Liability and "Funded" %.

- With respect to retiree medical insurance, most California cities were "pay as you go" until recently. In other words, cities budgeted and paid for each year's required costs with little planning for the future. According to the FY2017-18 Adopted Budget, beginning in FY2013-14, the city of Woodland began funding OPEB contributions over and above historical pay-as-you-go levels. Each of Yolo County's cities is approaching this issue with different strategies, according to their respective budget documents.

City Council Impact

- City councils have a fiduciary and fiscal responsibility regarding pension and retirement systems that is guided by the California Government Code. Under CA Government Code section 45342, "Any pension or retirement system adopted shall be on a sound actuarial basis and provide for contributions by both the city and the employee members of the system which shall be based on percentages of payroll to be changed only by adjustments on account of experience under the system." Additionally, "Contributions shall be in the amounts which will accumulate at retirement a fund sufficient to carry out the promise to pay benefits to the individual on account of his service as a member of the system, without further contributions from any source" (CA Government Code section 45343).
- Historically, elected city councils have been pressured to agree to pension benefit enhancements based on overly optimistic, often inaccurate investment earnings projections. As a result, too many decision makers failed to realize that pension contributions would eventually become a significant burden on cities, counties and other governmental entities, and by extension, taxpayers. The "normal" contributions (see Bibliography, page 46, item 6) by employee and employer have been considered sufficient for pension plans to remain fully funded and fiscally solvent.
- In future years, most of the current local officials in each city will be gone due to normal voluntary or election turnover. Meanwhile, finding adequate monies to keep city pension and medical insurance plans solvent remains a critical and ongoing requirement and challenge for elected officials and their supporting city staff. The most common method of finding new revenue sources for retirement costs is through proposed new city taxes and fees, such as sales tax increases or parcel taxes. However, rarely are these tax or fee initiatives labeled as strategies to pay for employee retirement costs.
- According to Grand Jury interviews and city financial documents, developing and utilizing financial forecasting tools, such as those mentioned by the city of Davis in its Adopted Budget 2017-18, significantly improves continuity of knowledge across successive city councils. This financial forecasting tool shows the evolution of the city general fund's share of total pension costs. Woodland also has a pension and OPEB forecasting analysis to educate its elected officials and staffs.

State vs. Local Decision Making

Making changes to city pension plans and Other Post-Employment Benefits is severely complicated by ever-changing state regulations. Regulations governing retirement benefit plans are spelled out in the California Public Employees' Pension Reform Act of 2013 and the proposed California Public Employees' Pension Reform Act 2018 (see Bibliography, page 46, items 4 and 5). CalPERS also has its own actuarial valuation (see

Glossary on page 47) and investment return criteria. In addition, local public employee labor contracts influence some benefit levels, employee contribution rates, and retirement ages.

FINDINGS

F1. For many Yolo County residents, poor transparency and difficulties in accessing information make it hard to understand the consequences of mushrooming retirement benefit expenses and liabilities. This jeopardizes the citizens' ability to hold elected officials responsible for providing adequate funding to all high-priority services.

F2. Several studies reveal that the retirement benefit system has been compromised by "golden handshakes" (e.g. special pension benefit deals or enhancements) and failure to consider the cost of lifetime benefits and likely investment earning levels. This happens every time a public agency negotiates a contract with its employees. Future fiscal solutions will depend, in part, on the public's willingness to hold state and local politicians accountable for their fiduciary responsibility as required by law and ethics (see Bibliography, page 46, item 10).

F3. Many city councils seem to have found it politically unpalatable or fiscally difficult to find adequate funding resources to make high enough payments to reduce unfunded pension and other post-employment benefit liabilities beyond the required payments. Additionally, when revenue generation is increased (e.g., from bonds, parcel taxes, sales, or utility taxes or fees), the money collected that may be restricted for a specific purpose, makes available other unrestricted general funds to fund retirement cost increases. This is not always clearly communicated to the public.

F4. Beyond CalPERS requirements, the four cities approach the transparency, analysis, management and containment of growing retiree costs in different ways. There is an opportunity for increased collaboration among the cities. For example, Davis has developed a financial forecasting tool that projects revenues and expenses many years into the future. Some cities show retirement costs' share of the "General" or "All" Funds.

RECOMMENDATIONS

R1. By February 1, 2019, city councils and staff should conduct public education campaigns to increase transparency and awareness of the alarming burdensome impact on city service priorities that is being created by retirement pension and medical insurance costs. Examples of public education could be in the form of education forums, explanatory inserts in utility statements, multi-media articles and/or candid conversation at governmental meetings.

R2. By February 1, 2019, city councils and staff should create a simple statistical template and/or graph that shows three-year past (actual) and projected (look back, look forward) pension costs and liabilities and their impact (% of total) on the city budget General and All Fund base. This is necessary to assure transparency to the public (for an example developed by the Grand Jury, see the Appendix C on page 49).

R3. By July 1, 2019, Yolo County city councils should investigate and consider alternatives to the existing CalPERS managed pension systems in order to achieve a more sustainable and less burdensome financial impact on city budgets. An alternative hybrid-defined pension option is included in the proposed Public Employees' Pension Reform Action of 2018 (Senate Bill B-32). Any alternative plans considered by city governments should be transparent to the public.

R4. By September 1, 2018, collaboration among cities in Yolo County should be increased so that best practices in analysis and cost containment of pensions and other retiree benefits can be shared. The best practices and innovative ideas should be transparent to the public.

REQUIRED RESPONSES

Pursuant to Penal Code section 933.05, the grand jury requests responses as follows:

From the following governing bodies:

- City councils in Davis, West Sacramento, Winters, and Woodland – F1, F2, F3, F4; R1, R2, R3, R4.

INVITED RESPONSES

- City managers in Davis, West Sacramento, Winters and Woodland – F1, F2, F3, F4; R1, R2, R3, R4.

Note: The governing body indicated above should be aware that the comment or response of the governing body must be conducted subject to notice, agenda, and open meeting requirements of the Brown Act.

BIBLIOGRAPHY

1. Public Agency Actuarial Valuation Reports https://www.calpers.ca.gov/page/employers/actuarial-services/employer-contributions/public-agency-actuarial-valuation-reports
2. California Policy Center. How Fraudulently Low "Normal Contributions" Wreak Havoc on Civic Finances. https://californiapolicycenter.org/fraudulently-low-normal-contributions-wreak-havoc-civil-finances/
3. Public Employees' Pension Reform Act (PEPRA) https://www.calpers.ca.gov/page/employers/policies-and-procedures/pension-reform-impacts

4. CA Public Employees' Pension Reform Act of 2013 (PEPRA) [California Legislative Information] and http://www.seiu1021.org/2013/01/28/ten-things-you-need-to-know-about-pepra/
5. Senate Bill 32 – CA Public Employees' Pension Reform Act of 2018 [California Legislative Information] and https://www.calpers.ca.gov/page/employers/policies-and-procedures/pension-reform-impacts
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14. Sacramento Bee editorial, February 13, 2018, page 33: https://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Hot-Issues/Retirement-System-Sustainability/League-Pension-Survey-(web)-FINAL.aspx

GLOSSARY

- **Accrued Liability:** The total dollars needed as of the valuation date to fund all benefits earned in the past for current members.
- **Actuarial Valuation:** The determination, as of a valuation date of the Normal Cost, Accrued liability, and related actuarial present values of a pension or other benefit plan. These valuations are performed annually or when an employer is contemplating a change to its plan provisions.
- **Catch-up Costs:** This is explained under Unfunded Accrued Liability (UAL).

- **Funded Status:** A measure of how well funded, or how "on track" a plan or risk pool is with respect to assets versus accrued liabilities. A percentage greater than 100 means the plan or risk pool has more assets than liabilities and a percentage less than 100 means liabilities are greater than assets.
- **Normal Costs:** The annual payment (cost) for the upcoming fiscal year to pay for future retirement benefits for current employees. The normal cost should be viewed as the long-term contribution rate and is the amount that it will cost to pay for future benefits.
- **Other Post-Employment Benefits (OPEB):** Retiree benefits other than pensions, normally consisting on an employer's contribution to medical insurance during retirement.
- **Public Employee Pension Reform Act (PEPRA):** California legislative reforms passed and implemented in 2003. There is a pending additional 2018 reform act currently moving through the legislature.
- **Unfunded Accrued Liability (UAL):** When a plan or pool's value of assets is less than its Accrued Liability, the difference is the plan's or pool's Unfunded Accrued Liability (or unfunded liability). If the unfunded liability is positive, the plan or pool will have to make contributions exceeding the Normal Cost. This is commonly referred to as "catch-up" costs.

APPENDIX C

City Pension and OPEB Cost Trend Information Template

(created by the Grand Jury as an example for all cities to use as a simple tool to provide transparency for citizens to understand retirement benefits' impact on city budgets)

2017-18 Grand Jury Budget Committee
City Pension and OPEB Analysis Information
5-year look back and 5-year look forward

		FY12-13	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
General Fund											
PERS Misc. Employee*	$										
PERS Safety*	$										
Total	$										
% of General Fund	%										
Other Post-Employ. Ben.**	$										
% of General Fund	%										
Total Pension and OPEB	$										
% of General Fund	%										
All Funds											
PERS Misc. Employee*	$										
PERS Safety*	$										
Total	$										
% of All Funds	%										
Other Post-Employ. Ben.**	$										
% of All Funds	%										
Total Pension and OPEB	$										
% of All Funds	%										
Funded Liability Based on CALPERS and OPEB Actuarial Calculations											
PERS	$										
	%										
OPEB***	$										
	%										

***Actual Payments for Employer Costs from CalPERS Annual Valuation Report (Includes UAL + Actual Normal Costs)**
Employers Costs exclude:
1. Statutory Employee Costs if not paid by City
2. Negotiated Employees Share of Employers Costs

****Annual OPEB Costs based on Retiree Healthcare Plan Actuarial Obligations**
***Based on Government Accounting Standard Board ruling 45 Actuarial Valuations and Projections
Other post-employment benefits (OPEB) **are the benefits that an employee will begin to receive at the start of** retirement (not including pension benefits paid to the retired employee).

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	August 21, 2018
ITEM #:	J.22.
SUBJECT:	Receive Update for the Southeast Area Pool Project

Recommendation for Action:
Staff recommends that the Council:
1) receive an update regarding the Southeast Area Pool Project and
2) designate a subcommittee tasked with exploring funding options for the development and operation of a southeast area aquatic facility.

Staff Contact:
Brent Meyer, City Engineer, (530) 661-5947, brent.meyer@cityofwoodland.org

Fiscal Impact:
The contract for the feasibility study and preliminary design of the pool project is funded by existing City budgets. There is no additional funding for the design or construction of the pool. The current estimate for the cost of the new pool is $7.1 million.

Background:
In July 2016, the City Council authorized a contract with Aquatic Design Group to conduct a feasibility study to evaluate site locations in the southeast area of the City. The study initially looked at three site locations for the pool: The Community & Senior Center, Woodland Community College and Spring Lake.

A public workshop was held in September 2016 to obtain input on the types of aquatic features the public would like to have included in a future aquatic center (size of pool, type of pool, various uses etc). Staff reviewed this information with the consultant in addition to having a meeting with an ad hoc citizen pool committee. A second public workshop was held on February 1, 2017. Draft concepts for pool designs (to include recreational and family amenities) were shown to the public in order for the consultant to receive comments to further refine the aquatic center options.

Staff then presented the pool design concepts and site location information to the Parks and Recreation Commission on February 27, 2017. The Commission was supportive of a pool concept that included a lap pool and a separate recreation pool. The Commission was generally split on their preference for the pool location between the Spring Lake site and the Community Center site. Commissioner Salinas inquired about the possibility of locating the pool at the School District site south of Pioneer High School.

On March 6, 2018, Staff provided a presentation to Council that was a summary of the feasibility study discussion items. Included in the presentation were pool locations, pool amenities and associated costs. The Council provided the following comments at that meeting:

-Council preferred the option of placing the pool at the School District Site

-Council preferred the pool option that included one lap pool and one recreation pool (although one councilmember made the suggestion to only construct the lap pool)

-There was an overall desire to maximize the amount of water surface area and minimize the amount of other site facilities

-There was an interest in increasing the amount of lap pool lanes

-There was an interest in looking at a phased pool project

Discussion:

Staff has worked with our consultant to respond to the comments from the March 6 Council meeting. Attached is the aquatic facility layout. Staff reduced the size of the pool building and increased the size of the two pools. Staff did discuss options for constructing the pool in phases. Because of the need to construct the pool building for the ultimate aquatic facility, any phased construction of the pool (with only one of the pools built first) would cost approximately 75-85% of the ultimate facility.

Because there is no funding available to design or construct this aquatic facility, it is recommended that the Council designate an ad-hoc subcommittee to explore and recommend funding options for the development and operation of a southeast area aquatic facility.

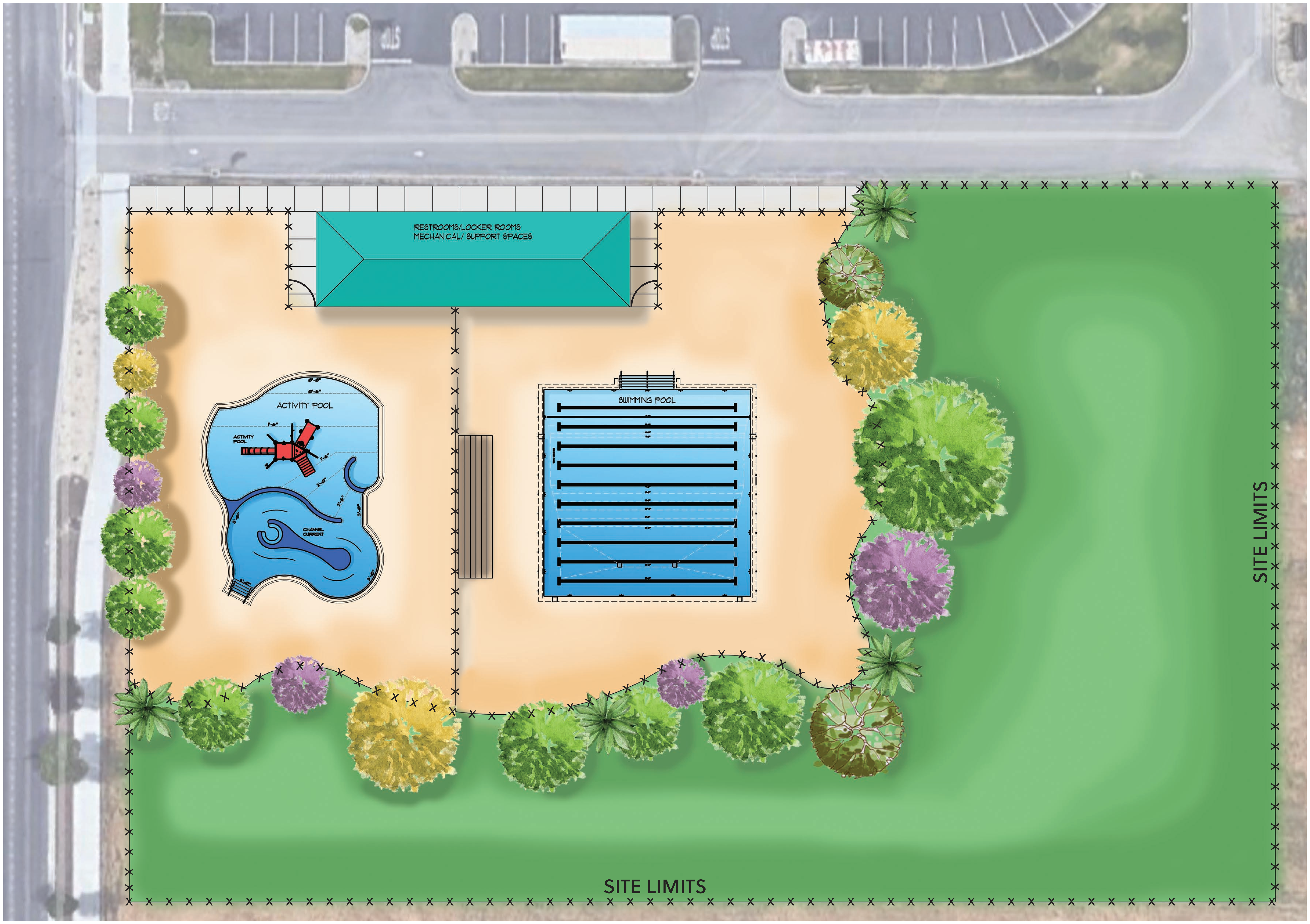
Conclusion:
Staff recommends that the Council receive an update regarding the Southeast Area Pool Project and designate a subcommittee tasked with exploring funding options for the development and operation of a southeast area aquatic facility.

Prepared By: Brent Meyer, City Engineer
Reviewed By: Ken Hiatt, Assistant City Manager - Community and Economic Development

Attachments:
1. Southeast Area Pool Layout
2. Pool Cost Estimate

City Manager

SOUTHEAST AREA AQUATIC CENTER



AQUATIC FACILITY INFORMATION

- **Site Program:** 2.5 Acres
- **Building Program:** 3,500 SF
  - Office
  - Locker Dressing Room
  - Staff / Lifeguard Room
  - Mechanical Room
  - Chemical Storage
  - Custodial Closet
- **Swimming Pool Program:** 5,737 SF
  - 10 Lanes Lap Swim
  - 8 Lanes Competition Swim
  - Shallow Learn to Swim
  - Recreation Swim Area
  - ADA Accessible
  - Depths: 3'-6" to 13'-0"
- **Activity Pool Program:** 3,996 SF
  - Zero-Depth Beach-Type Entry
  - Interactive Water Play
  - Current Channel
  - Fitness Class
  - Learn to Swim
  - Recreation Swim
  - Depths: 0'-0" to 3'-0"

AMENITIES

PROGRAMS

Woodland Aquatic Center Final Opinion of Probable Cost

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSIONS
1.0	CONSTRUCTION COSTS				
1.1	Site Preparation/Mobilization	1	Allowance	$ 250,000.00	$ 250,000.00
1.2	Utility Improvements	1	Allowance	$ 250,000.00	$ 250,000.00
1.3	Recreation Pool	3,800	Square feet	$ 235.00	$ 893,000.00
1.4	Interactive Play Equipment	1	Allowance	$ 100,000.00	$ 100,000.00
1.5	Swimming Pool	5,737	Lump Sum	$ 205.00	$ 1,176,085.00
1.6	Pool Decks	12,406	Square feet	$ 25.00	$ 310,137.50
1.7	Pool Area Fencing	860	Linear feet	$ 150.00	$ 129,000.00
1.8	Site Lighting	1	Lump Sum	$ 150,000.00	$ 150,000.00
1.9	Pool Building	3,500	Square feet	$ 500.00	$ 1,750,000.00
1.10	Pool Surge Tanks	2	Lump Sum	$ 50,000.00	$ 100,000.00
1.11	Sidewalks and Paths of Travel	2,365	Square feet	$ 8.00	$ 18,917.28
1.12	Landscaping	9,853	Square feet	$ 7.00	$ 68,969.25
1.13	Shade Structures	0	Square feet	$ -	$ -
1,14	**TOTAL CONSTRUCTION COSTS**				**$ 5,196,109.03**
2.0	EQUIPMENT COSTS (FF&E)				
2.1	Equipment	4%	Lump Sum	$ -	$ 207,844.36
2.2	**TOTAL EQUIPMENT COSTS**				**$ 207,844.36**
3.0	SOFT COSTS				
3.1	Contingency Costs	15%			$ 810,593.01
3.2	Permits/Testing/Inspection	7%			$ 378,276.74
3.3	Architecture & Engineering	10%			$ 540,395.34
3.4	Escalation (annual to mid-point of construction)	0%			$ -
3.5	**TOTAL SOFT COSTS**				**$ 1,729,265.09**
4.0	**TOTAL ESTIMATED PROJECT COST**				**$ 7,133,218.48**

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 21, 2018
ITEM #: J.23.
SUBJECT: Animal Shelter Planning Options

Recommendation for Action:
Staff recommends that the City Council:
1) receive a report on alternatives being considered for a new Yolo County Animal Shelter, and
2) consider City participation on a working group of elected officials to explore the possible establishment of a joint governance mechanism to collaboratively develop and operate new animal shelter to serve Yolo County.

Fiscal Impact:
There is no direct fiscal impact of the recommendation included with this staff report. All cities within Yolo County currently receive Animal Control and Animal Shelter services through a contract with Yolo County's Sheriff's Office. The current year cost to the City of Woodland for this service is $626,000, funded entirely from the General Fund.

Contract costs of Animal Services has increased significantly over the past few years and Yolo County cities have endeavored to work with the Sheriff's Office to manage cost of services. At the same time, there is a growing recognition that the Yolo County Animal Shelter is in need to replacement, with capital costs and resulting operating costs being a major concern for most cities.

Background:
LAFCo/UC Davis Koret Shelter Medicine – Yolo County Animal Services Governance Study

In 2013, LAFCo contracted with the UC Davis Koret Shelter Medicine Program (KSMP) to conduct an analysis determining what programs and staffing levels are needed to support Yolo County's animal population in compliance with state regulations.

Existing Animal Shelter

Based on the LAFCo/KSMP Yolo County Animal Services Governance Study ("2013 Governance Study"), "the physical facility at YCAS is inadequate, outdated, and compromises the program's ability to adequately serve the community." Specifically, the existing shelter, which was built in the 1970's:

· Does not meet current facility standards;

· Does not meet shelter medicine best practices;

· Lacks key program elements for animal health; and

· Is not of sufficient size.

Indigo Architects, which was hired by the County in 2016, prepared conceptual designs and cost estimates for two plausible shelter options: one for a new shelter and one converting Woodland's Fire Station #3 into an animal shelter. Both shelter options meet the requirements identified in the 2016 UC Davis KSMP shelter needs report, incorporating best practices for shelter design and operations. The cost estimate for the new shelter design is $24.5 million (2017). The estimated costs for the repurposed Woodland Fire Station #3 shelter ranges from $13.7 million to $15.8 million (2017). It is important to note that the estimated costs for both shelters do not include the cost of the land (or fire station #3 building) on which either shelter could be located. Information regarding the two shelters and others evaluated by Indigo and estimated cost information is included in Attachment A.

To assist in the development of a new animal shelter, Unleashing the Possibilities (UTP), a California non-profit organization, was created to fundraise for a new animal shelter. UTP has committed to raise $5 million. However, based on newly identified fundraising efforts and assistance, that amount could be $8 million or more. The fundraising effort will offset the cost of a new shelter. In addition, funds could be placed in an endowment to help offset the shelter operating costs.

Animal Shelter JPA

The 2013 Governance Study also identified the establishment of an animal shelter Joint Powers Authority (JPA) as a means to provide participating jurisdictions with increased control over budget and operational decision making, which currently does not exist. The study identified the minimum program and staffing levels required to meet state mandated legal requirements, provide humane care, and maintain positive outcomes for animals. Although the formation of an animal services JPA would also result in operational cost savings through the potential for lower costs associated with decreased average salary and employee benefits, the study also identified additional “non-core” program and staffing options that are not legally required, but could help leverage outside resources, increase revenue generation, and reduce animal intakes to offset agency costs. A JPA can provide a greater voice for each member agency, giving them increased control over costs and the development of revenue generating programs.

Non-Core Programs to Increase Revenue

In addition to the core animal shelter programs (kennel/shelter services, veterinary medical and spay/neuter services, and field services), implementation of non-core programs in a new animal shelter (whether in a new or repurposed building) would provide an up-front investment in slightly elevated staffing and programming levels. However, that could enable the JPA to expect a significant return on investment in future years.

These additional programs include:

· Improved licensing through field education and canvassing, cat licensing, and automation of license applications, payment and renewal;

· Volunteer recruitment and management to supplement core staff;

· Community education and outreach activities; and

· Development and fundraising.

Each of these programs and the benefits for cost savings as described in the 2013 Governance Study is discussed briefly below.

Improved Licensing

A robust animal licensing program provides funding for the animal control and sheltering program, ensures rabies vaccination compliance, and assists in animal reunification with owners. This requires an efficient system of issuing licenses, processing applications, and enforcing compliance such that the licensing program results in net revenue that can offset other costs of the animal control and sheltering program. Under the JPA, the licensing program could be expanded to include:

• Mandatory cat licensing

• Automation of license application payments and renewals

• Increased outreach and enforcement

• Offering incentives to those who license their animals in a timely manner

As an example of improved licensing efforts, after Stanislaus County created its animal shelter JPA in December 2010, it expanded its licensing canvassing operations and increased the number of licenses it maintained from 10,485 in December 2010 to 28,300 by February 2011.

KSMP in the 2013 Governance Study, assumed that with its licensing recommendations above (not including mandatory cat licensing), the percent of dogs licensed in the County could increase from 30 percent to 40 percent, resulting in approximately $130,000 in increased revenue.

Volunteer Program

Investment in a successful volunteer program can be cost effective, as well as helpful in improving shelter operations and community perception. Many agencies make extensive use of volunteers, to assist with kennel cleaning, animal care, public outreach, foster care, and adoption events. As volunteer support becomes more prevalent and stable, the need for paid staff could decrease.

Outreach and Development

Public outreach and engagement are an essential component of a successful shelter program. Additionally, private support plays a key role in animal sheltering nationally and statewide. Reflecting this reality, successful animal services organizations typically leverage private support as well as public funding to achieve their goals. The 2013 Governance Study provides these recommendations for a successful outreach and development program in Yolo County:

• Hire a dedicated Outreach and Development Coordinator

• Pursue outside funding options through grant proposals, donations, and fundraising

• Market shelter programs and animals through media, newsletters, and public awareness events

• Actively use website and social media

• Provide humane education to the community through various outlets

• Leverage volunteers for outreach and education in the community

The inclusion of an outreach and development program with appropriate staffing would provide the opportunity to solicit ongoing revenue for the organization and promote shelter activities and public education. These activities would serve to reduce the operating costs of the shelter.

The 2013 KSMP Governance Study found that the greatest costs would likely be incurred early in the JPA's evolution, and could be expected to decrease with time. Specifically, by providing an up-front investment in slightly elevated staffing and programming levels, a significant return on investment in future years could be expected. This would be accomplished through sustainable long-term improvements, such as provided by the non-core programs identified above, and staffing which would result in decreased intakes, shorter lengths of stay for animals, greater community/volunteer engagement, and increased leveraging of outside funding and resources. As efforts are implemented to reduce intakes and shorten length of stay, less staff would be needed to serve the daily population. Additionally, as volunteer support becomes more prevalent and stable the need for paid staff may decrease.

Shelter Operating Cost Example

To provide an example of the potential operating costs associated with a new animal shelter operated by a JPA, an evaluation was conducted to estimate the operating costs of the repurposed Woodland Fire Station #3 operated by a JPA. As shown in Attachment A, all of the estimated operating costs of the shelter options, except for the repurposed Woodland Fire Station #3 operated by a JPA, show an increase of over $1 million above the existing shelter operating cost of $2,763,549. The cost increases are largely attributed to additional staffing levels and vet services proposed under the new shelter options. However, for the repurposed Woodland Fire Station #3 operated by a JPA, the estimated operating costs could be reduced to approximately $604,000 above the existing shelter operating costs of $2,763,549 (2017). The lower operating costs are largely due to the potential for lower costs associated with a decreased average salary and employee benefits.

The analysis for the repurposed Woodland Fire Station #3 operated by a JPA conservatively estimated that program operating costs could be further reduced to approximately $414,000 above the existing shelter operating cost if some of the programs to increase revenue discussed in the 2013 KSMP Governance Study were implemented (the analysis assumed an additional licensing revenue increase of $100,000 and donations/grants of $90,000). Attachment B includes a breakdown of the shelter operating costs using the repurposed Woodland Fire Station #3 operated by a JPA as an example (It is identified in Attachment B as Option D repurposed fire station and Option D1 repurposed fire station operated by a JPA.) The recommended staffing levels for this option attempt to reflect a long-term return on investment through the incorporation of the non-core programs to generate additional revenue. When possible, a core of supervisory and consistent skilled staff is recommended, supported by lower cost and flexible positions that can be adjusted or eliminated as needs change.

Attachment C provides an estimate of what the cities', UC Davis', and Yolo County's share of the total annual capital and operating costs could be for the repurposed Woodland Fire Station #3 and the new animal shelter designed by Indigo in March 2017, if either were operated by a JPA. The costs in the Attachment do not include any cost reductions associated with the implementation of the non-core programs mentioned above or an endowment from fundraising activities.

Consideration of a JPA to Oversee Development and Operations of a New Animal Shelter

The creation of the JPA, staffing, and programs could revolve around the development and operation of a new animal shelter, which would function as an Animal Resource Center (ARC) for the surrounding community. The ARC could consist of a pet adoption center, pet and animal education center, and large animal care facility. By developing a new shelter with sufficient space, as identified by Indigo with the new shelter or repurposed Woodland Fire Station #3, there would be room for implementation of the non-core programs identified above, as well as additional revenue generating services such as pet grooming and training, a vet services clinic, and space for events such as birthday parties and children's camps.

The new animal shelter would be developed based on the needs of the JPA. It would utilize best practices with the primary goal of promoting successful adoptions. The new shelter would also provide a venue for community education and engagement which could further increase adoptions and allow for additional revenue generating programs.

Attachment B provides an estimate of what the cities', UC Davis', and Yolo County's share of the total annual capital and operating costs could be for the repurposed Woodland Fire Station #3 and the new animal shelter designed by Indigo in March 2017, if either were operated by a JPA.

Yolo County Animal Services Governance Study, LAFCO/KSMP, 2013: 22
Yolo County Animal Services Study, Animal Protection League, August 2012: 6
Yolo County Animal Services Governance Study, LAFCo/KSMP, September 2013: 71

Conclusion:
The development of a new animal shelter through the governance of a JPA provides the best opportunity to implement the programs which could reduce shelter operations and maintenance costs. The JPA could initially be formed with interested jurisdictions participating. The design of the new animal shelter would be based on the needs of these jurisdictions. For the jurisdictions which choose not to participate, they could continue utilizing animal services provided by the Sheriff's Office until such time as the JPA commences operations. At that time, these jurisdictions would need to either provide for their own animal services, contract with a surrounding county agency, or petition to join the JPA, provided the JPA is able to accommodate new members.

By forming a JPA for development and operations of a new animal shelter, the jurisdictions would gain control over decisions affecting animal services through representation on the JPA board. The JPA would have the ability to ensure more fixed costs, and would also be able to consider alternate cost allocation models that ensure an equitable distribution of costs among the jurisdictions.

Attachments:
1. Attach A Summary of All Options
2. Attach B Option D1 OM Costs JPA 012218
3. Attach C Estimated Annual Costs by Jurisdiction

City Manager

ATTACHMENT A

EVALUATION OF OPTIONS

NEW ANIMAL SHELTER, COUNTY OF YOLO

DRAFT DATE: 10/03/17, Revised April 2018

SUMMARY - ALL OPTIONS

	Existing YCAS Current Budget	Shelter based on Needs Assessment	Option A Non-Profit	Option B Reduced Program	Option C Fixed Cost	Option D Fire Station Site	Option D1 Option D w/ JPA model
Site Size (acres):	2.3	3.2	5.3	3.0	3.9	7.0	7.0
Building Area (sf):	11,080 (2)	28,000 (2)	30,458 (1),(2)	21,730 (2)	18,750 (1),(2),(9)	26,075 (2)	26,075 (2)
Land Acquisition Cost:	-	not included	not included	not included	not included	not included	not included
Construction Cost:	-	$20,687,000 (3),(8)	$17,699,000 (3),(4)	$14,096,000 (3)	$12,791,100 (3),(4)	*$12,579,200 - $14,524,400* (3),(6)	*$12,579,200 - $14,524,400* (3),(6)
Total Project Development Cost:	-	$24,500,000	$19,200,000	$15,300,000	$14,000,000	*$13,700,000 - $15,800,000* (3),(6)	*$13,700,000 - $15,800,000* (3),(6)
Staffing (FTE):	19 (5) (7)	28.5 (5)	27 (5)	28.5 (5)	30 (5)	28.5 (5)	28.5 (5)
Contract Vet (FTE):	1.0	2.5	2.5	1.5	1.5	2.5	2.5
Net Operating Cost per fiscal year:	$0	($1,427,000) (11) (13)	($1,454,000) (12)(13)	($1,170,000) (11)(13)	($1,290,000) (11)(13)	($1,390,000) (11)(13)	($604,000) (11),(12)(13)
Construction cost reduction compared to column 2:			14%	32%	38%	34% (10)	34% (10)
Operating cost change reduction compared to column 2:			-2%	18%	10%	3%	58%

Additional Revenue that could be expected in new shelter per LAFCO report:

	Shelter based on Needs Assessment	Option A	Option B	Option C	Option D	Option D1
Animal Licenses:	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000
Donations & Grants:	$90,000	$90,000	$90,000	$90,000	$90,000	$90,000
Net Operating Cost per fiscal year:	($1,237,000)	($1,264,000)	($980,000)	($1,100,000)	($1,200,000)	($414,000)

SUMMARY - ALL OPTIONS, WITHOUT WEST SAC

	Existing YCAS Current Budget	Shelter based on Needs Assessment	Option A Non-Profit	Option B Reduced Program	Option C Fixed Cost	Option D Fire Station Site	Option D1 Option D w/ JPA model
Site Size (acres):	-	3.0	5.1	2.6	3.8	7.0	7.0
Building Area (sf):	-	26,100 (2)	24,100 (1),(2)	19,330 (2)	16,850 (1),(2),(9)	24,020 (2)	24,020 (2)
Land Acquisition Cost:	-	not included	not included	not included	not included	not included	not included
Construction Cost:	-	$17,793,000 (3),(8)	$15,920,000 (3),(4)	$12,754,000 (3)	$10,846,000 (3),(4)	*$11,263,000 - $13,193,400* (3),(6)	*$11,263,000 - $13,193,400* (3),(6)
Total Project Development Cost:	-	$21,200,000	$17,300,000	$13,900,000	$11,900,000	*$12,300,000 - $14,400,000* (3),(6)	*$12,300,000 - $14,400,000* (3),(6)
Staffing (FTE):	-	22 (5)	22 (5)	21 (5)	26 (5)	20.8 (5)	22.0 (5)
Contract Vet (FTE):	-	1.5	1.5	1.5	1.5	1.5	1.5
Net Operating Cost per fiscal year:	-	($996,000) (11)(13)	($1,126,000) (12)(13)	($794,000) (11)(13)	($1,094,000) (11)(13)	($901,747) (11)(13)	($388,000) (11),(12)(13)
Construction cost reduction compared to with West Sac:		14%	10%	10%	15%	10% (10)	10% (10)
Operating cost change compared to with West Sac:		30%	23%	32%	15%	35%	36%

Footnote:

(1) Includes existing shelter square footage, excluding dog area
(2) Best Practices delivered for new construction
(3) Does not include site acquisition cost
(4) Includes minor renovation of existing shelter
(5) Not including contract vet
(6) Cost range given pending further study of existing conditions
(7) Does not include SPCA positions or unpaid kennel workers
(8) All costs adjusted for 2 years escalation @ 5.5% per year
(9) Assumes reuse of existing shelter for cats, admin, support and field services with new dog only 15,000 sf shelter built
(10) Percentage shown for comparison is figured to average of range
(11) Does not include overhead costs. Note overhead is not included in exsiting YCAS budget under Sheriff, provided by County
(12) Does not include cost of lease if County owns building
(13) Costs are in addition to current shelter operating costs of $2,763,549.

ATTACHMENT B

Yolo County Animal Shelter - OPTION D
Operation Maintenance Cost Summary
10/03/17 DRAFT

OPTION D1: Option D with JPA Goverance Model

NOTES:

1 Assumes same operational and maintenance cost as for new YCAS shown in 2nd column

Item	Existing YCAS Current Budget 2017/2018	Shelter based on Needs Assessment (2017 dollars)	Option D1 - JPA						Comments
			Animal Control (2017 dollars)	Renovate Fire Station No. 3 (2017 dollars)	Total (2017 dollars)	Animal Control (2017 dollars)	without WEST SAC (2017 dollars)	Total (2017 dollars)	
ASSUMPTIONS									
Year of operation	2017 YR	2018 YR		2018 YR			2018 YR		
Staffing	19.0 FTE	28.5 FTE	7.0 FTE	21.5 FTE	28.5 FTE	5.0 FTE	17.0 FTE	22.0 FTE	
Contract vet	1.0 FTE	2.5 FTE	-	2.5 FTE	2.5 FTE	-	1.5 FTE	1.5 FTE	
Site area	2.3 AC	3.2 AC	-	7.0 AC	7.0 AC	-	7.0 AC	7.0 AC	
Building area	11,080 SF	28,000 SF	-	26,075 SF	26,075 SF	-	24,020 SF	24,020 SF	
Covered Outdoor area, inc. Barn	3,060 SF	7,180 SF	-	7,168 SF	7,168 SF	-	5,376 SF	5,376 SF	
Construction Cost	$0	$20,686,800	-	$14,524,400	14,524,400	-	$13,193,400	$13,193,400	
Total Project Development Cost	-	$24,500,000	-	$15,800,000	15,800,000	-	$14,400,000	$14,400,000	
Average staff salary, fully loaded, per FTE	$90,112	$90,112	$90,112	$53,542 (3)		$90,112	$53,542		
Yearly utility cost (HVAC, water, power, SS, SD)	$5.38 SF	$5.00 SF	-	$5.00 SF	$5.00 SF	-	$5.00 SF	$5.00 SF	
Yearly tel/data/communications cost	$2.40 SF	$2.40 SF	-	$2.40 SF	$2.40 SF	-	$2.40 SF	$2.40 SF	
Yearly building systems maintenance cost	$3.88 SF	$3.00 SF	-	$3.00 SF	$3.00 SF	-	$3.00 SF	$3.00 SF	
Yearly janitorial and site maintenance cost	$0.52 SF	$0.52 SF	-	$0.52 SF	$0.52 SF	-	$0.52 SF	$0.52 SF	
Yearly waste removal cost	$1.25 SF	$1.25 SF	-	$1.25 SF	$1.25 SF	-	$1.25 SF	$1.25 SF	
Deferred maintenance cost	$0.27 SF	$1.50 SF	-	$1.50 SF	$1.50 SF	-	$1.50 SF	$1.50 SF	
Total utility, comm, maint, jan, waste, defer	$13.70 SF	$13.67 SF	-	$13.67 SF	$13.67 SF	-	$13.67 SF	$13.67 SF	
Deceased animal removal (Koefran or sim.)	$2,333 MO	$2,333 MO	-	$2,333 MO	$2,333	-	$2,333	$2,333	
City contracts	$1,363,411	$1,363,411	-	$1,363,411	$1,363,411	-	$1,022,558	$1,022,558	
EXPENSE									
Salaries, loaded with all benefits	$1,712,132	$2,568,198	$630,785	$1,151,144 (4)	$1,781,929	$450,561	$910,207	$1,360,768	
Overtime cost	$60,000	$20,000	-	$20,000	$20,000	-	$20,000	$20,000	assumes reduced by 2/3 once shelter fully staffed
Public Liability	$20,771	$25,964	-	$25,964 (8)	$25,964	-	$25,964 (8)	$25,964	Assumes 25% increase above existing budget plus liability for county
Shelter food and supplies	$60,000	$60,000	-	$60,000 (7)	$60,000	-	$45,000	$45,000	
Medical and dental supplies	$125,000	$156,250	-	$156,250 (8)	$156,250	-	$117,188 (8)	$117,188	
Tools and equipment	$31,687	$39,609	-	$39,609 (8)	$39,609	-	$39,609	$39,609	
Furnishings	$0	$0	-	$0	$0	-	$0	$0	assumes none
Memberships and subscriptions	$1,050	$1,050	-	$1,050 (7)	$1,050	-	$1,050	$1,050	
Training	$5,000	$7,500	-	$7,500 (9)	$7,500	-	$7,500	$7,500	
Clothing	$16,500	$23,625		$23,625	$23,625		$17,719	$17,719	
Maintenance of Equipment	$54,893	$68,616	-	$68,616 (8)	$68,616	-	$68,616	$68,616	
Household	$30,000	$37,500	-	$37,500 (8)	$37,500	-	$37,500	$37,500	
Public relations	$0	$15,000	-	$15,000	$15,000	-	$15,000	$15,000	
Legal services	$0	$0	-	$0	$0	-	$0	$0	
Contract veterinary services	$230,000	$470,000	-	$470,000	$470,000	-	$310,000	$310,000	
Contract livestock sheltering services	$0	$0	-	$0	$0	-	$0	$0	assumes none

Yolo County Animal Shelter - OPTION D
Operation Maintenance Cost Summary
10/03/17 DRAFT

Item	Existing YCAS Current Budget 2017/2018	Shelter based on Needs Assessment (2017 dollars)	Option D1 - JPA: Animal Control (2017 dollars)	Option D1 - JPA: Renovate Fire Station No. 3 (2017 dollars)	Option D1 - JPA: Total (2017 dollars)	Option D1 - JPA: Animal Control (2017 dollars)	Option D1 - JPA: without WEST SAC (2017 dollars)	Option D1 - JPA: Total (2017 dollars)	Comments
Spay/ neuter & vaccine program	$0	$20,000	-	$20,000 (12)	$20,000	-	$20,000 (12)	$20,000	County does a TNR clinic once a month and apply for grant funds for low cost spay/neuter & vaccine program.
Vehicle - purchase	$75,000	$75,000	-	$75,000 (11)	$75,000	-	$75,000	$75,000	
Vehicle - fuel	$80,000	$80,000	-	$80,000 (7)	$80,000	-	$80,000	$80,000	
Vehicle - equipment	$75,000	$75,000	-	$75,000 (7)	$75,000	-	$75,000	$75,000	
Transportation/Travel	$3,000	$3,000	-	$3,000 (7)	$3,000	-	$3,000	$3,000	
Animal Food Supply (Special Dept Other)	$20,000	$20,000	-	$20,000 (7)	$20,000	-	$20,000	$20,000	
Law Enforcement Supply	$2,000	$2,000	-	$2,000 (7)	$2,000	-	$2,000	$2,000	
Building - utilities	$34,382	$140,000	-	$130,375 (5)	$130,375	-	$120,100 (5)	$120,100	
Building - communications	$15,335	$67,200	-	$62,580 (5)	$62,580	-	$57,648 (5)	$57,648	
Building - systems maintenance	$24,800	$84,000	-	$78,225 (5)	$78,225	-	$72,060 (5)	$72,060	
Building - janitorial	$3,322	$14,560	-	$13,559 (5)	$13,559	-	$12,490 (5)	$12,490	
Building - deferred maintenance cost	$1,710	$42,000	-	$39,113 (5)	$39,113	-	$36,030 (5)	$36,030	
Building - waste removal service	$7,980	$35,000	-	$32,594 (5)	$32,594	-	$30,025 (5)	$30,025	
Deceased animal removal (Koefran or sim.)	$28,000	$28,000	-	$28,000 (6)	$28,000	-	$28,000 (6)	$28,000	Note: Amount entered is current flat fee of $1624 per month plus avg. $350/month sharps disposal.
Office Expense	$29,387	$44,081	-	$44,081 (9)	$44,081	-	$33,060 (9)	$33,060	
Information technology	$9,000	$3,000	-	$3,000 (9)	$3,000	-	$3,000 (9)	$3,000	
Professional medical services	$2,000	$3,000	-	$3,000 (9)	$3,000	-	$3,000 (9)	$3,000	Note: Professional and specialized services other than contracted vets average $400 / month.
Miscellaneous expenses	$5,600	$5,600	-	$5,600 (7)	$5,600	-	$5,600 (7)	$5,600	
TOTAL EXPENSE	**$2,763,549**	**$4,245,252**		**$2,791,383**	**$3,422,169**		**$2,291,366**	**$2,741,927**	

Yolo County Animal Shelter - OPTION D

Operation Maintenance Cost Summary

10/03/17 DRAFT

Item	Existing YCAS Current Budget 2017/2018	Shelter based on Needs Assessment (2017 dollars)	Option D1 - JPA: Animal Control (2017 dollars)	Option D1 - JPA: Renovate Fire Station No. 3 (2017 dollars)	Option D1 - JPA: Total (2017 dollars)	Option D1 - JPA: Animal Control (2017 dollars)	Option D1 - JPA: without WEST SAC (2017 dollars)	Option D1 - JPA: Total (2017 dollars)	Comments
REVENUE									
Animal licenses	$494,000	$494,000		$494,000	$494,000		$370,500	$370,500	
Spay/ neuter services	$100,000	$150,000		$150,000	$150,000		$150,000	$150,000	none included at this time.
Business license - kennels	$2,700	$2,700		$2,700	$2,700		$2,700	$2,700	
City contracts	$1,363,411	$1,363,411		$1,363,411	$1,363,411		$1,022,558	$1,022,558	no change shown as of yet for city contracts
Other	$4,700	$4,700		$4,700	$4,700		$4,700	$4,700	
Donations and grants	$5,000	$10,000		$10,000	$10,000		$10,000	$10,000	
Other Gov't Agencies - Yolo	$793,738	$793,738		$793,738	$793,738		$793,738	$793,738	no change shown as of yet for county cost
TOTAL REVENUE	**$2,763,549**	**$2,818,549**		**$2,818,549**	**$2,818,549**		**$2,354,196**	**$2,354,196**	
NET COST (EXPENSE)	**$0**	**($1,426,703)**		**$27,166**	**($603,620)**		**$62,831**	**($387,730)**	
Rounded for Fiscal Planning Purposes	*$0*	*($1,427,000)*	*$630,785*	*$28,000*	*($604,000)*	*$450,561*	*$63,000*	*($388,000)*	

Referenced notes:

(1) FY 2016 actual amount shown.
(2) Average staff salary shown is based on existing actual
(3) FTE for 2nd and 3rd columns are as outlined in Vision Planning document.
(4) Salaries shown are Staffing x Average staff salary, fully loaded, per FTE.
(5) Figures shown are Building area x the corresponding units for each under Assumptions above.
(6) The yearly amount shown for animal removal is 12 x the monthly amount shown for the Koefran under Assumptions above plus additional fee for added services, assumed the same as current.
(7) Assumes no change from existing.
(8) Assumes 25% increase from existing.
(9) Assumes 50% increase from existing.
(10) Assumes 100% increase from existing.
(11) Assumes one new vehicle purchased.
(12) Estimated based on other shelters providing these services.

ATTACHMENT C

Estimated Annual Capital and Operating Costs by Jurisdiction

The tables below provide estimates of what the cities', UC Davis', and Yolo County's share of the total capital and operating costs could be for the repurposed Woodland Fire Station #3 and the new animal shelter designed by Indigo in March 2017, if either were operated by a JPA. The percentages applied are based on the current percentage use of the Animal Services program for each jurisdiction. The costs assume each jurisdiction contributes $500,000 toward the shelter development and $50,000 in Development Impact Fees are applied. In addition, for each shelter option, costs are provided assuming $5 million is raised by Unleashing the Possibilities (UTP) and if $8 million is raised. Lastly, since the estimated capital cost for the Repurposed Woodland Fire Station #3 could range between $13.7 and $15.8 million, costs for both are provided

Repurposed Woodland Fire Station #3

Capital Costs

Jurisdiction	Percent Use of Animal Services Program by Jurisdiction	Annual Capital Cost	Annual Capital Cost	Annual Capital Cost	Annual Capital Cost
		$13.7M Shelter $5M UTP Contribution	$13.7M Shelter $8M UTP Contribution	$15.8M Shelter $5M UTP Contribution	$15.8M Shelter $8M UTP Contribution
Davis	15.6%	$61,872	$32,869	$82,173	$53,171
West Sacramento	26.6%	$105,499	$56,046	$140,116	$90,663
Winters	2.7%	$10,709	$5,688	$14,222	$9,203
Woodland	29.0%	$115,018	$61,103	$152,758	$98,843
UC Davis	2.5%	$9,915	$5,268	$13,169	$8,521
Yolo County	23.7%	$93,997	$49,936	$124,840	$80,779

Operating Costs

Jurisdiction	Percent Use of Animal Services Program by Jurisdiction	Annual Operating Cost	Annual Operating Cost	Annual Operating Cost	Annual Operating Cost
		$13.7M Shelter $5M UTP Contribution	$13.7M Shelter $8M UTP Contribution	$15.8M Shelter $5M UTP Contribution	$15.8M Shelter & $8M UTP Contribution
Davis	15.6%	$587,209	$558,207	$607,511	$578,509
West Sacramento	26.6%	$1,001,267	$951,814	$1,035,884	$986,431
Winters	2.7%	$101,632	$96,613	$105,146	$100,126
Woodland	29.0%	$1,091,607	$1,037,692	$1,129,347	$1,075,433
UC Davis	2.5%	$94,104	$89,456	$97,358	$92,710
Yolo County	23.7%	$892,106	$848,045	$922,949	$878,888

New Animal Shelter Design – Indigo March 2017

Capital Costs

Jurisdiction	Percent Use of Animal Services Program by Jurisdiction	Annual Capital Cost	Annual Capital Cost
		$24.5M Shelter $5M UTP Contribution	$24.5M Shelter $8M UTP Contribution
Davis	15.6%	$166,280	$137,278
West Sacramento	26.6%	$283,528	$234,076
Winters	2.7%	$28,779	$23,760
Woodland	29.0%	$309,110	$255,196
UC Davis	2.5%	$26,647	$22,000
Yolo County	23.7%	$252,617	$208,556

Operating Costs

Jurisdiction	Percent Use of Animal Services Program by Jurisdiction	Annual Operating Cost	Annual Operating Cost
		$24.5M Shelter $5M UTP Contribution	$24.5M Shelter $8M UTP Contribution
Davis	15.6%	$691,617	$662,615
West Sacramento	26.6%	$1,179,296	$1,129,844
Winters	2.7%	$119,703	$114,683
Woodland	29.0%	$1,285,699	$1,231,785
UC Davis	2.5%	$110,836	$106,188
Yolo County	23.7%	$1,050,727	$1,006,665