

**CITY OF WOODLAND  
300 FIRST STREET  
WOODLAND, CALIFORNIA**

**CITY COUNCIL  
CLOSED SESSION AGENDA**

**MARCH 5, 2013**

**5:00 P.M.**

- A. CALL TO ORDER
- B. CLOSED SESSION
  - B.1 Conference with Labor Negotiators, Pursuant to Section 54957.6  
Agency Designated Representatives: Paul Navazio, Sheila McShane, Kimberly McKinney and Dania Torres Wong  
Employee Organization(s): Woodland City Employees Association and Firefighters' Association
  - B.2 Public Employee Performance Evaluation, Pursuant to Section 54957  
Title: City Attorney

**JOINT REGULAR CITY COUNCIL /  
WOODLAND FINANCE AUTHORITY**

**6:00 P.M.**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. COMMUNICATIONS-PUBLIC COMMENT

This 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.

E. PRESENTATIONS

1. Proclamation in Support of Arbor Day 2013  
*Recommendation:* that the City Council approve the proclamation proclaiming March 9, 2013 as Arbor Day in the City of Woodland

F. CONSENT CALENDAR

2. Approval of Resolution Approving the Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; Collection of SLIF Fee, and Processing and Refunding of Private Placement Bonds  
*Recommendation:* that the City Council approve Resolution No. \_\_ adopting the "Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds". It is further recommended that the City Council Authorize the City Manager to make minor changes, clarifications and interpretations to these Administrative Guidelines
3. Approve Lease Agreement for City property in Yolo Bypass  
*Recommendation:* that the City Council approve the lease of the City of Woodland property in the Yolo Bypass with Miramontes Farms LLC, and authorize the City Manager to execute the agreement
4. Parks Irrigation Rehabilitation Project, CIP 10-01; Approve Amendment to Consultant Services Agreement  
*Recommendation:* that the City Council approve an amendment to the consultant services agreement for Callander Associates, Landscape Architecture, Inc., in the additional amount of \$38,098 for a total agreement amount of \$271,040 and authorize the City Manager to execute the amendment

5. Senate Bill 2 – Emergency Shelter Ordinance

*Recommendation:* that the City Council take the following actions:

1) Confirm a General Rule Exemption under the California Environmental Quality Act and 2) Conduct the second reading of and adopt an Ordinance No. \_\_\_\_\_ to make the following amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to emergency shelters, transitional housing, and supportive housing as required by Senate Bill 2; and a) Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d); b) Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone; c) Amend Woodland Municipal Code Section 25-4-10 to include transitional and supportive housing in Table 1 (Residential Land Use Table) as a permitted use; d) Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding “Emergency Shelters” to the list of permitted uses in Areas C and E; e) Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Sections 25-13-10 to include emergency shelters as a conditional use in the R-M Zone and f) Add Article 32 titled “Emergency Shelters” to Woodland Municipal Code Chapter 25

6. Second Reading of Ordinance No. \_\_\_\_\_ “An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program”

*Recommendation:* that the City Council adopt, Ordinance No. \_\_\_\_\_,

“An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program”

7. Approval of CalHome Grant Application for First Time Homebuyers Assistance and Owner-Occupied Rehabilitation

*Recommendation:* that the City Council take the following actions:

1) Adopt a Resolution No. \_\_\_\_\_, approving the submittal of a \$450,000 CalHome grant application to fund first time homebuyer assistance and residential owner-occupied rehabilitation; and 2) Authorize the City Manager to execute any and all documents needed for the City to implement the project

8. General Plan Land Use Map Consistency Update  
*Recommendation:* that the City Council Adopt Resolution No. \_\_\_\_ approving the General Plan Land Use Map Consistency Update
9. Adopt Resolution to Approve Terms and Conditions for Woodland City Employee Association  
*Recommendation:* that the City Council Adopt Resolution No. \_\_\_\_ to implement a four year agreement (July 1, 2012 to June 30, 2016) with the Woodland City Employees Association as described herein
10. Council Long Range Calendar  
*Recommendation:* Informational Item

G. PUBLIC HEARING

11. Parkview, by ALC IV Woodland Spring Lake, LLC – Spring Lake Specific Plan Amendment, Tentative Subdivision Map #5004 and Development Agreement  
*Recommendation:* that the City Council 1) Conduct a public hearing; 2) Adopt Resolution No. \_\_\_\_ certifying the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; 3) Adopt Resolution No. \_\_\_\_ amending the Spring Lake Specific Plan land use designations (rezone), on 16.22 acres, from multi-family R-20 and School designations to a single family R-8 designation; 4) Adopt Resolution No. \_\_\_\_ amending the Housing Element list of available sites; 5) Adopt the proposed “Findings” for approval of the Tentative Subdivision map No. 5004 and “Conditions of Approval”, to be incorporated in the Development Agreement between the City of Woodland and the Developer and 6) Waive the first reading and read by title only Ordinance No. \_\_\_\_, approving the Development Agreement between the City of Woodland and ALC IV Woodland Spring Lake, LLC

H. REPORTS OF THE CITY MANAGER

12. FY 2012/13 Mid-Year Budget Update  
*Recommendation:* that the City Council receives report for informational purposes only; no action required

I. ADJOURN

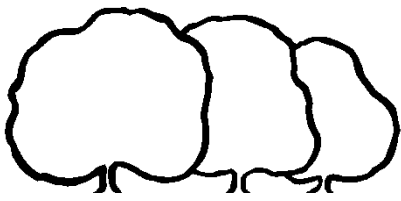
I declare under penalty of perjury that the foregoing Agenda for the Joint City Council/Woodland Finance Authority Regular meeting of the City of Woodland scheduled for Tuesday, March 5, 2013 was posted on March 1, 2013 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

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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 request must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

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



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Proclamation in Support of Arbor Day 2013

### **Recommendation for Action**

Staff recommends that the City Council approve the proclamation proclaiming March 9, 2013 as Arbor Day in the City of Woodland.

### **Report in Brief**

Each year the City of Woodland celebrates Arbor Day in order to recognize the community benefits of trees and the community's heritage as "The City of Trees".

Staff recommends that the City Council approve the attached proclamation proclaiming March 9, 2013 as Arbor Day in the City of Woodland.

### **Background**

Arbor Day is a nationally-celebrated observance that encourages tree planting and care. The observance and celebration of Arbor Day is one of the requirements of Woodland's designation as a "Tree City USA."

Founded by J. Sterling Morton in Nebraska in 1872, National Arbor Day is usually celebrated each year on the last Friday in April, but this date varies depending on the climate of the state in which it is being held.

The observance of Arbor Day not only shows the City of Woodland's commitment to its urban forest, but will also increase awareness of the importance of trees in urban areas and provide educational opportunities to promote and improve the practice of urban tree planting and care.

As part of the day's festivities, the Urban Forestry Group (UFG) and Woodland Tree Foundation (WTF) will be planting 55 trees in various new locations around the City or where trees have previously been removed. The majority of the trees will be donated by the WTF. Furthermore, the

public will be educated at City Park in proper planting techniques by our City Municipal Arborist, Westley Schroeder.

In addition to the plantings, Rosie Ledesma and Marshall Echols from Environmental Services will be onsite to promote their services. Their booth will be providing information and giveaways on water conservation, green waste, composting, and other conservation related topics.

**Discussion**

Support of this resolution reflects the City's continuing commitment to our urban forest and the quality of life that these assets provide the community.

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

Arbor Day is supported yearly by the Parks and Recreation Commission.

**Alternative Courses of Action**

Approve:

City Council support staffs decision proclaiming March 9, 2013 as Arbor Day in the City of Woodland.

Alternative Course:

City Council does not support staffs decision proclaiming March 9, 2013 as Arbor Day in the City of Woodland.

Prepared by: Robert G. Sanders  
ROW Infrastructure Superintendent

Reviewed by: Gregor G. Meyer  
Director Public Works

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Paul Navazio  
City Manager

Attachments: Proclamation

# City of Woodland

## PROCLAMATION - ARBOR DAY 2013

**WHEREAS**, in 1872 J. Sterling Morton proposed that a special day be set aside for the planting of trees; and,

**WHEREAS**, this holiday, Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

**WHEREAS**, 2013 is the 141<sup>st</sup> anniversary of the holiday, and Arbor Day is now observed throughout the nation and the world; and,

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and,

**WHEREAS**, trees are a renewable resource, giving us paper, wood for our homes, and fuel for our fires and beautifying our community; and,

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE**, the City Council of the City of Woodland does hereby proclaim Saturday, March 9, 2013 as Arbor Day in the City of Woodland, and urges all citizens to celebrate and support efforts to protect our trees and woodlands, to plant trees to gladden the heart and promote the well-being of this and future generations.

**PASSED AND ADOPTED** this 5th day of March, 2013.

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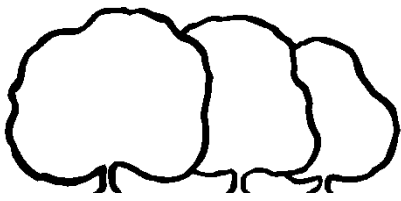
Marlin H. "Skip" Davies, Mayor

Tom Stallard, Vice-Mayor

Sean Denny, Council Member

William L. Marble, Council Member

Jim Hilliard, Council Member



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Approval of Resolution No. \_\_\_\_ Approving the Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; Collection of SLIF Fees and Processing and Refunding of Private Placement Bonds

### **Recommendation for Action**

It is respectfully recommended that the City Council approve Resolution No. \_\_\_\_ adopting the “Administrative Guidelines for Allocation and Distribution of BUA’s in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds”. It is further recommended that the City Council Authorize the City Manager to make minor changes, clarifications and interpretations to these Administrative Guidelines.

### **Fiscal Impact**

There is no Fiscal impact related directly to this action.

### **Background**

Development in Spring Lake is governed by a number of very complex documents and agreements that have become increasingly difficult to manage due to the changed economy. Due to the changes in the economy the City has evaluated, on behalf of the development community, alternate methods of managing the reimbursements that don’t require the issuance of land secured financing, through Mello Roos debt. These alternate methods need some more detailed documentation that provide for a common understanding of administrative processes.

During the regular meeting of February 19, 2013 the City Council received and information item and draft copy of the “Administrative Guidelines for Allocation and Distribution of BUA’s in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds”.

**SUBJECT:**

Approval of Resolution No. \_\_\_\_ ; Approving the Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; The Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds.

**PAGE: 2****ITEM:****Discussion**

During the regular meeting of February 19, 2013 the City Council received an information item and draft copy of the “Administrative Guidelines for Allocation and Distribution of BUA’s in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds”.

The attached Administrative Guidelines do not change any structures to the existing Spring Lake financing program; they only provide written documentation of the processes already in place. These Administrative Guidelines are not an ordinance, but rather a policy statement of how the City will administer a program of private placement bonds and cash payments within the Spring Lake Specific Plan Area. The Administrative Guidelines should be adopted by resolution at a future meeting.

Staff believes with the adoption of the final administrative guidelines as a reference document this will facilitate development within the Spring Lake Specific Plan Area, and fulfill the development communities request to have a set of documented “rules” that they can reference.

**Conclusion**

It is respectfully recommended that the City Council approve Resolution No. \_\_\_\_ adopting the “Administrative Guidelines for Allocation and Distribution of BUA’s in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds”. It is further recommended that the City Council Authorize the City Manager to make minor changes, clarifications and interpretations to these Administrative Guidelines.

Prepared by: Bruce Pollard, PE, TE  
Senior Civil Engineer

Reviewed by: Kim McKinney,  
Finance Officer

Reviewed by: Nicholas J. Ponticello  
CDD Director

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Paul Navazio  
City Manager

Attachments: Administrative Guidelines for BUA’s and Private Placement Bonds  
Resolution No. \_\_\_\_\_

# **Administrative Guidelines for the Allocation and Distribution of BUA's in Spring Lake; The collection of SLIF Fees, and the processing and refunding of Private Placement Bonds.**

## **Part I Introduction**

These guidelines primarily apply to the implementation and administration of funding mechanisms necessary to support City of Woodland Code Sections 26-1-1 et seq., which establishes the Spring Lake Building Unit Application Program.

Should any situations arise which are not covered by the guidelines, the City Manager or the City Manager's designee shall have the authority to make a written decision as to how the ordinance, these administrative guidelines, and any corresponding resolution are to be administered.

Any applicant dissatisfied with the decision of the City Manager may appeal such decision to the City Council by filing written notice thereof with the City Manager within ten (10) days of receipt of the City Manager's decision.

## **Part II Allocation of 2<sup>nd</sup> and 3<sup>rd</sup> Release BUA's**

- A) Release and Allocation of BUA's for the 2<sup>nd</sup> and 3<sup>rd</sup> release of BUA's shall be in accordance with Chapter 26 of the municipal code

## **Part III Determination of pay back to previous release in a pay as you go format and priority for reimbursement.**

- A. Payment of fees at final map. At final map all projects shall pay the amount equivalent to the amount generated per lot based on the max tax formula. These funds shall be used to reduce the reimbursement accounts of the first release developers and or previous phases of the 2<sup>nd</sup> release developers. The amount per map may be paid through a) a public offering, b) private placement bonds, c) cash payment. Properties located outside of the Community Facilities District may only make cash payments. **Properties that are within the Community Facilities District make a cash prepayment of Bond debt will**

**have a significant majority of that money prioritized to pay first release bond holders (as high as 80%). This will satisfy the requirement to pay back the first release, however, reimbursement accounts/SLIF credits will only reflect the amount of money received, and additional money (or reimbursement account SLIF credits) will need to be paid at building permit. New cash SLIF Payment need not be prorated per building permit. Money paid at final map may be put into each developer's reimbursement account as detailed below. The reimbursement account may also be increased by the value of backbone (SLIF) improvements constructed by the project. Money that is paid to at final map meet pay back to the first release requirements (instead of private placement bonds) without requesting removal from the bond district will be treated the same as money that is spent on SLIF backbone improvements. In certain cases these money can be reimbursed to the projects.**

- B. Reimbursement. Reimbursement of fees can be funded from 1) Public Bond sales, 2) SLIF Payments from future projects either at map or at building permit.

Generally order of priority for Reimbursement is:

1. First Release "over sizing" reimbursement accounts via a pro rata proportional share of accounts.
2. First Release non "over sizing" accounts in order of establishment by calendar year.
3. Second release reimbursement accounts in order of establishment by calendar year. With accounts established in the same year receiving proportional payments.

Accounts established within the same year shall be reimbursed on a pro rata basis.

Projects that qualify for reimbursement are as follows:

1. Case A: Project pays Cash (bond prepayment) at final map and constructs no SLIF improvements, or SLIF improvements that are less than amount of SLIF fee credits that may be taken at building permit.

No reimbursements are due.

2. Case B: Project pays Cash at final map but construct SLIF improvements that amount to more than the SLIF fee credits that may be taken at building permit

Reimbursement account will be for construction amount only and Reimbursement is in priority of order of establishment by year by funds generated by either a public bond offering that generates new proceeds (not refunding of private placement bonds) or by future project cash payments.

3. Case C: Project pays final map costs with private placement bonds and constructs no SLIF improvements, or SLIF improvements that are less than amount of SLIF fee credits that may be taken at building permit

Private placement bond amount may be refunded/reimbursed through a public offering as detailed in Part III (B) below.

4. Case D: Project pays final map costs with private placement bonds but construct SLIF improvements that amount to more than the SLIF fee credits that may be taken at building permit

Private Placement bond costs can be refunded by a public offer, amounts over and above the private placement bonds (i.e. construction of SLIF improvements) can be reimbursed from new bond proceeds or future cash payments in priority of establishment of account by year.

5. Case E: Project pays final map costs with public placement bonds and constructs no SLIF improvements, or SLIF improvements that are less than amount of SLIF fee credits that may be taken at building permit

No additional reimbursement is necessary.

6. Case F: Project pays final map costs with public placement bonds but construct SLIF improvements that amount to more than the SLIF fee credits that may be taken at building permit

Amounts over and above the amount of credit that can be take building permit (i.e. generated by construction of SLIF improvements) can be reimbursed from new bond proceeds or future cash payments in priority of establishment of account by year.

## **Part IV Processing and Refunding of Private Placement Bonds.**

- A. Sale of Private Placement Bonds. Private placement bonds may be sold by the City generally following the procedure outlined below.

- (1) Developer to deposit advance funds with the City's finance department to process bonds (and be paid back from proceeds) for items such as:
  - a. Special Tax Consultant
  - b. Appraisal
  - c. Legal review
  - d. Financial Advisor / other consultants
  - e. Staff time
  - f. Other costs necessary for the issuance of the bonds
- (2) The Finance Department retains consultants and professionals necessary for the preparation of bond documents.

- (3) The City determines the Valuation Requirement
  - a. MAI appraisal
  - b. Assessed value
- (4) The City determines if Issuance Requirements are met.
  - a. Minimum 3:1 Value-to-Lien Ratio (appraised or assessed)
  - b. Minimum 1.10x Debt Service Coverage from subordinate Developed Maximum Special Taxes
  - c. Fully funded reserve fund
  - d. Amount limited to Maximum Special Taxes of Developed properties
- (5) If the above criteria are met, then the City (Finance Department) will initiate the bond issuance process. The process is generally as follows.
  - a. The City meets with applicant/developers to determine amount of issuance, interest rates and discuss refinancing risk
  - b. Draft individual plan of finance specific to the development
  - c. Obtain developer approval / developer certificates
  - d. Prepare all bond documentation including:
    - i. Resolutions
    - ii. Trust Agreement / Indenture of Trust
    - iii. Bond Purchase Agreement
  - e. Initiate appraisal (if required) to determine valuation
  - f. Agenda deadline for City Council meeting
  - g. City Council meeting (adopt resolution approving issuance and all related documents)
  - h. Execute all documents
  - i. Close the transaction

The transaction shall be complete and the City in receipt of funds prior to approval of final map.

#### B. Refinancing Subordinate Private Placement Bonds with Publicly Offered Bonds.

The City, at its sole discretion, may refinance Subordinate Private Placement Bonds under the following conditions:

1. If less than 1,400 building permits issued, the City is in the process of preparing a public bond sale and:
  - a. more than \$10,000,000 of total bond issuance including at least \$5,000,000 of new money with the full cooperation of all current release developers
  - b. the market is receptive to the City's public bond offering

- c. the owner(s) of the Subordinate Private Placement Bonds consent to the refinancing
  - d. the Subordinate Private Placement Bonds refinancing does not delay the public bond sale timeline
- 2. If more than 1,400 building permits have been issued providing:
  - a. Subordinate Private Placement Bonds are outstanding in an amount not less than \$5,000,000.
  - b. the market is receptive to the City's public bond offering
  - c. Current interest rates will return 90% or more of the developer capital investment (\*).
  - d. the owner(s) of the Subordinate Private Placement Bonds consent to the refinancing
- 3. An individual developer or group of developers may request to have their Subordinate Private Placement Bonds refinanced provided:
  - a. more than 1,400 building permits have been issued
  - b. the total public bond sale size exceeds \$5,000,000 with any combination of refinancing and new money
  - c. the market is receptive to the City's public bond offering

(\*) The developer capital investment is defined as the outstanding par amount of Subordinate Private Placement Bonds to the size of the public bond offering attributable to the refinancing. If the return on the bonds is less than 100% due to the requirement to save money on an issuance, the developer will be required to supply equity to complete the refinance/refund of the bonds.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
ADOPTING ADMINISTRATIVE GUIDELINES FOR THE ALLOCATION AND  
DISTRIBUTION OF BUAS IN SPRING LAKE; THE COLLECTION OF SLIF FEES,  
AND THE PROCESSING AND REFUNDING OF PRIVATE PLACEMENT BONDS**

**WHEREAS**, on April 16, 2002, the City Council of the City of Woodland adopted an ordinance requiring a Building Unit Allocation for development of single family houses within the Spring Lake Specific Plan area, and

**WHEREAS**, the Building Unit Allocation Ordinance originally anticipated large releases of Building Unit Allocations in specifically timed releases to coincide with the sale of public bonds to fund infrastructure and infrastructure reimbursements, and

**WHEREAS**, the funding and development model is no longer appropriate for current market conditions, and the development community has requested more flexibility in the timing and methods of payment, and

**WHEREAS**, on March 5, 2013 the City Council adopted an ordinance amending Chapter 26 of the Woodland Municipal Code regarding Spring Lake Building Unit Allocation , and

**WHEREAS**, the City has identified methods for repayment of infrastructure costs in an incremental fashion including private placement bonds, prepayment of bond debt, and lump sum cash payments, and

**WHEREAS**, documentation of the management of these payment processes is necessary for regular and consistent application of reimbursement procedures, and

**WHEREAS**, the City Council of the City of Woodland has considered and now wishes to adopt a set of Administrative Guidelines for the Allocation and Distribution of BUAs in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Woodland that the “Administrative Guidelines for the Allocation and Distribution of BUAs in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds,” be adopted, a copy of which is attached hereto, and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, by the City Council of the City of Woodland that the City Manager is authorized to make minor changes, clarifications and interpretations of the “Administrative Guidelines for the Allocation and Distribution of BUAs in Spring Lake; the Collection of SLIF Fees, and the Processing and Refunding of Private Placement Bonds”.

**PASSED AND ADOPTED** this 5<sup>th</sup> day March, 2013 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

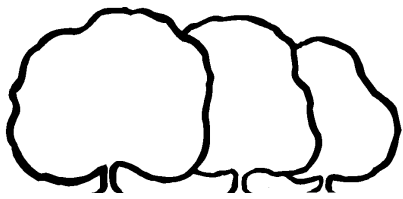
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Marlin H. Davies, Mayor

ATTEST:

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Ana Gonzalez, City Clerk



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Approve Lease Agreement for City property in Yolo Bypass

### **Recommendation for Action**

Staff recommends that the City Council approve the lease of the City of Woodland property in the Yolo Bypass with Miramontes Farms LLC, and authorize the City Manager to execute the agreement.

### **Fiscal Impact**

This lease agreement will reduce the operational costs incurred by the sewer operations fund by \$10,000 to \$15,000 and the annual lease payment will increase sewer revenues over the five year lease period. The lease payment will be 23% (\$90,000 estimated) of the gross receipts from the agricultural activities on the 427 acre parcel after the first year. The first year lease payment will be 12 % of the gross receipts as the risk is higher because the ground has been out of production for quite some time. The first year lease is estimated to be approximately \$40,000; the lessee will pay 10% of the amount within 30 days of the lease signature.

### **Report in Brief**

Presently, the Sewer Operations fund spends between \$10,000 and \$15,000 to maintain hydraulic conveyance and manage vegetation on its 427 acre Yolo Bypass Property. The City of Woodland has received two unsolicited offers to lease the property for the next five to six years. One offer is a fixed price offer of \$30,000 per year after a reduced first payment and the second offer is for a return of 23% of the annual gross receipts with a reduction in the first year payment. The second offer has the greatest potential return. Both offers eliminate the annual \$10,000 and \$15,000 cost of ownership to the sewer fund in addition to the lease payments.

### **Background**

The City owns an approximately 420 acre parcel in the Yolo Bypass that was part of the City of Woodland's waste disposal system. That use of the parcel has not occurred for at least 30 years and the site is no longer part of the City of Woodland's Waste Discharge Requirements NPDES Permit. Ownership responsibilities for lands in the Yolo Bypass require annual disking of the property for weed control and flood conveyance. The cost for disking to the sewer operations fund is about

\$10,000 to \$15,000 per year. The City of Woodland has leased this parcel for sheep grazing in the past. Leasing for farming has a better economic return to the City. It will also meet the ownership responsibilities for weed control and flood conveyance at no additional cost. The agricultural community has not indicated any great interest in leasing the property until recently. There have also been offers in the past for hunting but the City of Woodland did not choose to develop leases for this activity.

The City Attorney provided the lease agreement format.

### **Discussion**

Two local farmers have offered to lease this land for between \$30,000 (fixed) and up to \$90,000 (23% of estimated gross receipts) per year after the first year. The first year lease price is reduced because the land needs to be brought into a farmable condition. Miramontes Farms LLC is offering the most potential return to the City of Woodland for the land and their offer is the one that Staff recommends for acceptance by Council. This lease will be for a term of five years. After that time, Council can choose to renew, renegotiate, or reopen the lease to other farmers.

Either lease offer will reduce operations costs and increase earned income to the Sewer Enterprise Fund.

### **Conclusion**

Staff recommends that the City Council approve the lease of the old City of Woodland property in the Yolo Bypass with Miramontes Farms LLC, and authorize the City Manager to execute the agreement.

Prepared by: Mark Cocke  
Senior Civil Engineer

Reviewed by: Brent Meyer  
Principal Civil Engineer

Reviewed by: Nicholas J Ponticello  
Director CDD

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Paul Navazio  
City Manager

Attachment: Miramontes Farms LLC's lease offer

**CITY OF WOODLAND  
LEASE AGREEMENT  
WITH MIRAMONTES FARMS LLC**

**1. Parties and Date.**

This Lease Agreement (“Lease”) is made as of \_\_\_\_\_ by and between the City of Woodland, a municipal corporation (“City”) and Miramontes Farms LLC, a California LLC (“Lessee”). City and Lessee are sometimes referred to collectively as the “Parties” or individually as a “Party.”

**2. Recitals.**

**2.1 Description of Leased Land.** The City is the record owner of a piece of property generally located at North of the Railroad Trestle in the Yolo Bypass, County of Yolo, Assessor’s Parcel Number 157-171-003, legally described in the attached Exhibit “A” incorporated by this reference (“City Property”). As set forth in this Lease, Lessee desires to lease a portion of the City Property as more particularly depicted in Exhibit “A” (“Leased Land”).

**2.2 Purpose of Lease.** City and Lessee desires to enter into this Lease in exchange for due and adequate consideration, the receipt and sufficiency of which are acknowledged by Parties and further described and set forth in this Lease.

**3. Terms.**

**3.1 Leased Land.** City hereby leases to Lessee the Leased Land on the terms and conditions contained in this Lease. The grant of this Lease shall not relieve Lessee from the requirement to obtain, at its expense, any land use permits or other approvals for Lessee’s use of the Leased Land.

**3.2 Use.** Subject to the terms and conditions of this Lease, Lessee may use the Leased Land solely for farming and related purposes including leveling it; disking it; planting it; cultivating, fertilizing, irrigating and harvesting crops on it; removing weeds and other growth from it; and laying temporary water lines for the irrigation of crops on it.

**3.3 Term.**

**3.3.1** The initial term of this Lease shall be for five (5) years, commencing on the Effective Date, as defined below (“Initial Term”).

**3.3.2** In their sole and absolute discretion, City and Lessee may agree to extend the term of this Lease for additional one (1) year terms (each an “Additional Term”). In the event City and Lessee wish to extend the Lease for any Additional Term, they shall both provide written notice to the other Party of their desire to do so.

**3.4 Rent.** Lessee shall pay to the City annual rental payments of 23% of the property's gross receipts ("Rent"). Ten percent (10%) of the estimated annual rental payments (\$9,100) for the Initial Term shall be due within thirty (30) days of the Effective Date and annually on each anniversary of the Effective Date. The estimated crop payment will be based on the acreage of crop types and payment history for similar crops grown by the lessee. The remainder of the rental payment shall be due within 30 days of the receipt of payment for sale of the crops grown on the property. Rent for any Additional Term shall be due thirty (30) days of the commencement of that term in the same manner as the original term. Rental payments shall be sent to the City in the same manner as other notices. Notwithstanding the foregoing, the first year's rental payment shall be 12% of the property's gross receipts ("First Year Rent") because the ground has not been farmed for some time and needs to be "cleaned up" before cropping can proceed. The estimated annual rental payments (\$4,100) for the Initial Term shall be due within thirty (30) days of the first Effective Date of the lease. Lessee currently anticipates planting 150 acres of organic rice and 250 acres of safflower as an initial cropping plan. Lessee shall submit records of crop acreage and yields as part of the payment.

**3.5 Termination.** This Lease may be terminated by either Party upon the other Party's breach of any of its obligations under this Lease and failure to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party or, if such cure cannot be completed within thirty (30) days, the breaching Party's failure to commence such cure within thirty (30) days after its receipt of written notice and failure to diligently prosecute such cure to completion.

**3.6 Improvements.** Except as otherwise provided herein, no improvements shall be constructed and/or maintained on the Leased Land or City Property without City's prior written approval. The City may grant such approval in its sole and complete discretion.

**3.7 Vacating the Property.** At the termination of this Lease, Lessee shall quit and surrender possession of the Leased Land and shall return the Leased Land and City Property to their condition as they existed on the Effective Date, excepting any weed or brush removal. Lessee agrees to pay any costs incurred by City if Lessee fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by City to compel Lessee to do so. At its option, if Lessee does not restore the Leased Land and City Property as required, City may do so at Lessee's sole cost and expense.

**3.8 Maintenance.** Lessee shall, at its sole cost and expense, keep the Leased Land free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning the use of the Leased Land. Lessee shall also not cause trash or other debris to be placed on the Leased Land or City Property. In addition, Lessee shall make any repairs to the Leased Land caused by or incident to Lessee's use of the Leased Land or implementation of this Lease.

### **3.9 Additional Requirements.**

**3.9.1** For purposes of this Lease, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed,

regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.9.2 City makes no warranty or representation whatsoever concerning the Leased Land or City Property, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances or governmental regulations. Lessee’s right to use the Leased Land and City Property is strictly on an “as is” basis with all faults. City hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.9.3 Except as otherwise specifically permitted under the terms of this Lease, Lessee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the City Property or Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in subsection 3.9.1. The storage, use and application of usual and customary agricultural pesticides is excepted from the preceding prohibition of use by Lessee of Hazardous Substances on the Leased Land, so long as Lessee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.9.4 City or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Leased Land and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Leased Land and taking photographs.

3.9.5 Lessee shall, within forty-eight (48) hours of the discovery by Lessee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to City in the event that Lessee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within the Leased Land or City Property. The failure to disclose in a timely manner the release of a Hazardous Substance, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Lease by City in addition to actual damages and other remedies provided by law. Lessee shall immediately clean up and completely remove all Hazardous Substances placed by Lessee on, under, about or within the Leased Land or City Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

3.9.6 In the event Hazardous Substances are discovered, Lessee shall disclose to City the specific information regarding Lessee's discovery of any Hazardous Substances placed on, under, about or within the Leased Land or City Property by Lessee or its employees or agents, and provide written documentation of its safe and legal disposal.

3.9.7 Breach of any of the covenants, terms, and conditions contained in this Section 3.9 shall give City the authority to either immediately terminate this License or to require the shutdown of Lessee's operations thereon, at the sole discretion of City. In either case, Lessee will continue to be liable under this Lease to remove and mitigate all Hazardous Substances placed by Lessee on, under, about or within Leased Land or City Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Leased Land and City Property by Lessee during Lessee's period of use and possession of the Leased Land or City Property. Upon termination of this Lease, Lessee shall, in accordance with all laws, remove from the Leased Land or City Property any equipment or improvements placed on the Leased Land or City Property by Lessee that may be contaminated by Hazardous Substances.

3.9.8 Lessee shall defend, indemnify and hold City and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Lessee or its agents, contractors or employees on the City Property or Leased Land. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each Party from any liability created by the other Party pursuant to such sections.

**3.10 Risk of Loss.** Except as expressly provided in Section 3.11 and without limiting the scope of Section 3.19, Lessee shall bear the sole and complete risk of loss or damage to its agricultural operations and auxiliary equipment while on City Property or the Leased Land, including but not limited to damage from flooding. Lessee understands and acknowledges that the primary use of the City Property and the Leased Land is for flood control purposes, that City or other regulatory agencies may use the City Property and the Leased Land for this purpose as

necessary, notwithstanding this Lease, and that the Leased Land and/or City Property may flood or become impassable without notice.

**3.11 Entry by Owner.** Lessee shall permit City to enter upon the Leased Land at any time, and City shall be liable for any damage to Lessee's personal property in the course thereof, but only to the extent that damage was caused by the negligence of City or its personnel. This access includes the right to inspect the property to verify crop acreages, and estimate yields. Pursuant to section 3.10, damage to Lessee's personal property from flooding and/or stormwater retention shall not be deemed to be due to the City's negligence regardless of its cause.

### **3.12 Subordinate Rights.**

3.12.1 This Lease is subject and subordinate to the prior and future rights and obligations of City, its successors and assigns, to use the City Property in the exercise of its powers and in the performance of its duties. Accordingly, there is reserved and retained unto City, its successors, assigns, grantees, and permittees, the right to construct and reconstruct facilities and appurtenances in, upon, over, under, across, and along City Property, and in connection therewith, the right to grant and convey to others, rights and interests to City Property.

3.12.2 This Lease is subject to all leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title ("Title Exceptions") which may affect the Leased Land now or hereafter.

3.12.3 Lessee further acknowledges that the City may grant licenses to community groups and others permitting recreational uses of the Leased Land, including cross country training, provided that these uses do not unreasonable interfere with Lessee's agricultural operations on the Leased Land.

**3.13 Assignment or Subletting.** Lessee shall not assign or sublease this Lease without the prior express written consent of the City, which consent may be withheld in the City's sole discretion, notwithstanding sections 1952.260 and 1952.270 of the California Civil Code, as they may be amended.

**3.14 Taxes.** The possessory property interest created by this Lease may be subject to property taxation, and Lessee may be subject to the payment of property taxes levied on such interest by the appropriate taxing authority. Lessee is required to pay any such tax directly to the appropriate taxing authority.

**3.15 Mechanic's Liens.** Lessee shall keep the Leased Land and the City Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee. Lessee shall not be considered in violation of this provision if it provides a bond in lieu of the lien which is in conformance with applicable law and which is in an amount and form reasonably acceptable to the City.

**3.16 Waiver.** The waiver by City or Lessee of any breach of any term, covenant, condition or provision contained herein (“Terms”), shall not be deemed to be a waiver of such Terms for any subsequent breach of the same or any other Terms contained herein.

**3.17 Attorneys’ Fees.** The prevailing party in any action brought by either party hereto, based on any claim arising under this Lease, shall be entitled to reasonable attorneys’ and/or consultants’ fees.

**3.18 Insurance.**

**3.18.1 Types; Amounts.** Lease shall obtain, and shall require any subcontractor to obtain, insurance in the amounts described below unless specifically altered or waived by City (“**Required Insurance**”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Lease or be no less than two times the specified occurrence limit.

(i) *General Liability Insurance.* Lessee shall maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies.

(ii) *“All Risk” Property Insurance.* Lessee shall maintain a policy of property insurance for perils usual to a standard “all risk” insurance policy on all its improvements or alterations in, on, or about the Leased Land, with limits equal to the value of all such improvements or alterations.

**3.18.2 General Provisions.** The general liability insurance policy shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as to Lessee’s defense and indemnification obligations herein with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Lessee’s scheduled underlying coverage. 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.

**3.18.3 Certificates; Insurer Rating; Cancellation Notice.** On the Effective Date, Lessee shall furnish to City properly executed certificates of insurance which evidence all Required Insurance. Lessee shall maintain the Required Insurance at all times while this Lease is in effect, and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to City. Unless approved in writing by City, Lessee shall place the Required Insurance with insurers Leased to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

**3.18.4 Waiver of Subrogation.** City and Lessee release each other and their respective officials, directors, employees, representatives, and agents from any claims for damage or harm to any

person or the Leased Land caused by, or which result from, risks insured under any insurance policy carried by the Parties at the time of such damage or harm. City and Lessee shall cause each insurance policy obtained by them to provide the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage or harm covered by such policy.

**3.19 Indemnity.** Lessee hereby agrees to defend, indemnify and hold City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner to the extent caused by the negligence or willful misconduct of Lessee, its agents or employees in performance of this Lease or use of the Leased Land or the City Property. Lessee shall defend, with counsel selected by City, at Lessee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, which may be brought or instituted against City, its directors, officials, officers, agents or employees. Lessee shall pay and satisfy any judgment, award or decree that may be rendered against City, its directors, officials, officers, agents or employees. Lessee shall reimburse such parties for any and all legal expenses and costs incurred by one or all of them in connection with this Lease or the indemnity herein provided. Lessee's obligation shall survive termination or expiration of this Lease, and shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, agents or employees. In no event shall Lessee's be obligated to indemnify, defend and/or hold City harmless for claims to the extent such claims are caused by City's negligence or willful misconduct.

**3.20 Amendments.** The provisions of this Lease may be amended only by mutual written consent of the Parties.

**3.21 No Relocation Assistance.** Lessee acknowledges that Lessee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Lease.

**3.22 Time.** Time is of the essence of this Lease.

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

**Lessee:**

Miramontes Farms LLC  
PO Box 607  
Woodland CA 95776

**City:**

City of Woodland  
300 First Street  
Woodland, California 95695

Attn: Paul Navazio, City Manager

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

**3.24 Entire Agreement.** This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties.

**3.25 Invalidity.** If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**3.26 Successors and Assigns.** This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

**3.27 Governing Law and Venue.** This Lease shall be governed by the laws of the State of California. Any action to interpret or enforce this Lease shall be brought and maintained exclusively in the courts of and for Yolo County, California.

**3.28 Execution of Lease.** This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

**3.29 Survival.** All obligations of Lessee hereunder not fully performed as of the completion or termination of this Lease shall survive such completion or termination, including without limitation all obligations concerning the condition of the Leased Land and the City Property.

**3.30 Authority to Enter Agreement.** Both Parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Lease. Each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to enter into this Lease and bind each respective party.

**3.31 Discrimination.** Lessee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the premises, nor shall Lessee, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of the Leased Land.

**[Signature page follows]**

The effective date of this Lease Agreement is the date of execution by the last party to sign (the “Effective Date”).

**CITY:**

City of Woodland, a municipal corporation

**LESSEE:**

Miramontes Farms LLC

By: \_\_\_\_\_

Paul Navazio

City Manager

By: Tim Miramontes

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Ana Gonzalez

City Clerk

**Exhibit “A”**

**Description and Site Map of Leased Land**

82093.00006\7643381.1

# City of Woodland Yolo Bypass Parcel



- Major Roads
  - Freeways
  - Highways
  - Ramps
  - Roads
  - US Hwy
- Towns
- City Boundaries
- County Boundaries
- Parcels
  - NALP Imagery 2010
  - Red: nalp\_2010c1
  - Green: nalp\_2010c2
  - Blue: nalp\_2010c3

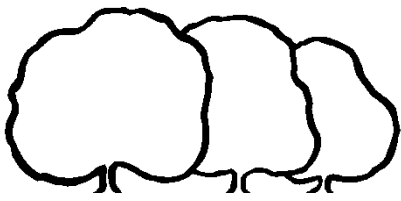
## Notes



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1: 30,340

The information on these maps is based on the most current information available to Yolo County Geographic Information Systems. The County of Yolo does not warrant its accuracy or suitability for any particular purpose. The information on these maps is not intended to replace engineering, financial or primary records research.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Parks Irrigation Rehabilitation Project, CIP 10-01; Approve  
Amendment to Consultant Services Agreement

### **Recommendation for Action**

Staff recommends that the City Council approve an amendment to the consultant services agreement for Callander Associates, Landscape Architecture, Inc., in the additional amount of \$38,098 for a total agreement amount of \$271,040 and authorize the City Manager to execute the amendment.

### **Fiscal Impact**

The project is funded in the FY 12/13 Capital Budget in the amount of \$2,458,262 which consists of \$1,601,965 from Measure E and \$856,297 from Proposition 50 grant. The City was awarded a State Housing and Community Development (HCD) grant in the amount of \$97,700 to make additional improvements at Freeman Park. Callander Associates has provided landscaped design services for all phases of this project. This contract covers previous phases of the Parks Irrigation Project as well as paying for the completion of the design work for Freeman Park.

There is no impact to the General Fund.

### **Background**

The City Council adopted an update to the City Procurement Ordinance (Chapter 17B of the Municipal Code) in September 2012. Under the updated provisions, City Council approval is required for professional services contracts with a total value of more than \$50,000, including any amendments. The Callander Associates Agreement was originally approved under the prior version of the Code in which city staff were authorized to approve the Agreement and Amendments.

The City obtained a grant from the State Department of Water Resources in 2007 using Proposition 50 funds for the purpose of making water efficiency improvements at City parks. The City executed the grant agreement in January 2008. Under the terms of the Grant, the city is required to upgrade the seven manually irrigated parks: Southland, City, Harris, Christiansen, Camarena, Tredway and Freeman Parks. Southland Park was rehabilitated prior to this grant using Measure E funds.

The original scope of work did not include the additional features being funded by the HCD grant. These include benches, picnic tables, additional paths, landscaping of the parking lot (rebuilt by the Well 28 project) and possibly a basketball half-court depending on bid prices.

In 2008-2009, the City constructed the first phase of irrigation efficiency improvements at Christiansen Park. In 2011, the City constructed the second phase of irrigation efficiency improvements at City and Harris Parks and installed irrigation system improvements at Woodside, John Ferns, Crawford, Campbell, Klenhard, Douglass, Schneider, and Wayne Cline Parks. In 2012, the City constructed the third phase of irrigation efficiency improvements at Tredway Park and at the Palm/Keystone island and installed irrigation system improvements at Everman Park, Clark Field, Roddy Park, Traynham Park, Streng Pond, Woodland Cemetery and Buchignani Field.

Freeman Park is the final and fourth phase and is scheduled for a complete irrigation system replacement during summer 2013. Freeman Park was delayed due to Water Well 28 construction.

### **Discussion**

Under the terms of the Proposition 50 Grant Agreement, the city is obligated to replace the manual systems with automated irrigation control systems. Freeman Park is the last park with a manual system. The Grant Agreement requires that all work be completed and invoiced to the State by Dec. 31, 2013.

### **Conclusion**

Staff recommends that the City Council approve an amendment to the consultant services agreement for Callander Associates, Landscape Architecture, Inc., in the additional amount of \$38,098 for a total agreement amount of \$271,040 and authorize the City Manager to execute the amendment.

Prepared by: Michael Karoly, PE  
Sr. Civil Engineer

Reviewed by: Brent Meyer  
City Engineer

Reviewed by: Nicholas J. Ponticello  
Community Development Director

---

Paul Navazio  
City Manager

Attachments: Sixth Amendment to Callander Associates Agreement, Callander Associates Proposal

**Sixth Amendment To Professional Services Agreement Between The City Of Woodland  
And Callander Associates, Landscape Architecture, Inc.**

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**ARTICLE 1. PARTIES AND DATE**

This Sixth Amendment to the Professional Services Agreement (“Sixth Amendment”) dated February 4, 2013 is entered into by and between the City of Woodland (“City”) and Callander Associates, Landscape Architecture, Inc., (“Callander”).

**ARTICLE 2. RECITALS**

**2.1** City and Callander entered into that certain Professional Services Agreement, dated April 18, 2008, whereby Callander agreed to provide professional design services for the City Park and Harris Park Irrigation Refurbishment Project. City and Callander have also entered into Amendments to the original agreement:

- First Amendment dated June 10, 2008,
- Second Amendment dated April 18, 2008,
- Third Amendment dated September 1, 2010,
- Fourth Amendment dated November 16, 2010,
  - Amendment 4.A dated January 11, 2011,
  - Amendment 4.B revised dated January 11, 2012,
- Fifth Amendment dated November 16, 2010.

**2.2** City and Callander now desire to amend the Agreement to provide additional design services for Freeman Park Irrigation Rehabilitation to include additional preliminary planning and design as well as to include additional features such as pathways, benches, picnic tables, bike parking, planting and irrigation at the new Water Well building and parking lot, and half-court basketball court.

Callander shall provide services as detailed in their proposal dated January 30, 2013, attached hereto and included as a part hereof. The total additional compensation for these services shall not exceed **THIRTY-EIGHT THOUSAND NINETY-EIGHT DOLLARS (\$38,098)**, except as extended by side letter to this Amendment from time to time, and shall be billed in accordance with the terms of the original Professional Services Agreement. The total value of services for the Third Amendment through this Sixth Amendment shall not exceed **TWO HUNDRED SEVENTY-ONE THOUSAND FORTY DOLLARS (\$271,040)**.

**ARTICLE 3. TERMS**

**3.1 Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and

**Sixth Amendment To Professional Services Agreement Between The City Of Woodland  
And Callander Associates, Landscape Architecture, Inc.**

---

after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

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

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

**CITY OF WOODLAND**

**CALLANDER ASSOCIATES, Landscape  
Architecture, Inc.**

By: \_\_\_\_\_  
Paul Navazio  
City Manager

By: \_\_\_\_\_  
Benjamin W. Woodside, ASLA  
Principal

ATTEST:

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk



Callander Associates  
Landscape Architecture, Inc.

*Via Email and US Mail*

January 30, 2013

**ADDITIONAL SERVICES AUTHORIZATION # 3**

Mr. Michael Karoly  
City of Woodland, Public Works Department  
300 First Street  
Woodland, CA 95695  
Email: [michael.karoly@cityofwoodland.org](mailto:michael.karoly@cityofwoodland.org)

**RE: WOODLAND PARKS IRRIGATION – FREEMAN PARK/bid package preparation services**

Dear Michael:

Thank you again for the opportunity to assist the City in finishing the Woodland Parks Irrigation Rehabilitation Project funded by Prop 50 funds. Per our recent conversations and our meeting on January 11<sup>th</sup>, 2013, the City would like to revisit the original proposed scope for the Freeman Park Irrigation Rehab project as well as incorporate some of the park's future master plan amenities into the overall design. The City has received additional grant funding to implement some of these additional site amenities.

The City's priority list of site amenities added to the Irrigation Rehabilitation project includes:

- 10 foot wide concrete path running north/south along the west side of the park.
- Accessible path to Well Building
- Accessible path to Restroom
- Picnic area with 3 tables
- Bench seating area with 2 benches
- Bike parking area
- Rehabilitation of existing eastern decomposed granite path
- Planting and irrigation at Well Building parking lot

The City would also like Callander Associates (CALA) to assist with updating City Standard Details based on new City Requirements. This task will be included as an hourly allowance to this scope amendment.

Based on the above our scope of services assumes the following:

- City "front-end-boiler-plate" contract specifications to be completed by City staff. Callander Associates to provide limited assistance.
- A project Storm Water Pollution Prevention Plan (SWPPP) will be prepared. It is anticipated that Callander Associates will prepare the Notice of Intent and the City will pay the associated fee.

311 Seventh Avenue  
San Mateo, CA 94401-4259  
T 650.375.1313  
F 650.344.3290  
[www.callanderassociates.com](http://www.callanderassociates.com)

11180 Sun Center Drive, Suite 104  
Rancho Cordova, CA 95670-6167  
T 916.631.1312  
F 916.635.9153  
[www.callanderassociates.com](http://www.callanderassociates.com)

Landscape Architecture  
Urban Design  
Land Planning  
Park and Recreation Planning  
Environmental Planning

Peter Callander, ASLA Principal  
Mark Slichter, ASLA, Principal  
Brian G. Fletcher, ASLA, Principal  
Erik Smith, ASLA, Principal  
Benjamin W. Woodside, ASLA, Principal

The following is our proposed scope of services. Items shown in ***boldfaced italics*** represent the deliverables or work documents to be provided for that task.

## **1.0 NOT USED**

## **2.0 CONSTRUCTION DOCUMENTS**

- 2.01 **Kick-off Meeting:** Attend one conference call with project team to discuss project. Provide ***meeting summary, schedule and agenda.***
- 2.02 **Review Available Reference Materials:** Coordinate and obtain available existing site and planning information from City records.
- 2.03 **Site Reconnaissance:** Conduct independent site reconnaissance of site. Take measurements for base plan, and photograph and prepare ***digital photo log*** for in-house use.
- 2.04 **50% Submittal:** prepare 50% progress set of ***construction documents*** for improvements at Freeman Park. Documents to meet City standards and include:
- A. Title sheet with notes and maps
  - B. Site demolition plan
  - C. Site construction plan
  - D. Grading and drainage plan (only for minor apparent drainage problems)
  - E. Erosion control plan
  - F. Irrigation plan (conforming to AB1881 requirements)
  - G. Planting plan
  - H. Electrical plan
  - I. Details
  - J. Technical specifications
  - K. Bid form outline
  - L. Estimate of probable construction costs.
- 2.05 **City Staff Meeting:** Review above documents with City in a single work session. Resolve outstanding issues and proceed; provide written ***agenda*** and ***meeting summary.***
- 2.06 **90% Submittal:** Proceed to prepare 90% complete set of ***construction documents and estimate*** and submit to City staff for review and building plan check if necessary.
- 2.07 **SWPPP Erosivity Waiver:** This project will disturb less than 5 acres of land and is currently schedule to be constructed prior to the rainy season. Based on current requirements, this project will likely qualify for an Erosivity Waiver. CALA will prepare calculations for waiver and assist the City with the application and upload of information onto SMARTS.
- 2.08 **SWPPP Preparation (Optional):** If the project does not qualify for the Erosivity Wavier, CALA will prepare a Storm Water Pollution Prevention Plan in accordance with the current requirements of the State Water Resources Control Board's Construction General Permit.

Based on the project size, location, and construction window we will assume that this will receive a Risk Level 1 determination. If during the design process, additional information

becomes available and the site is required to have a Risk Level 2 or 3 determinations, additional services may be required.

CALA will serve as the Qualified SWPPP Developer and upload documents to the Stormwater Multiple Application and Report Tracking System (SMARTS) as the Data Submitter (DS). A DS can only upload documents to SMARTS and not officially submit to the SWRCB. CALA to provide services as follows:

- a. Assist City with sign up and log in to SMARTS. District must log in as the Legally Responsible Person and will link the DS to the project in order to upload project specific information to the site.
  - b. Prepare and submit the **Notice of Intent** for the project site through SMARTS. City will be responsible for submitting the permit fee. Once fee is paid, City will receive a receipt with the project's Waste Discharge Identification number (WDID).
  - c. Prepare SWPPP permit registration documents based on the SWRCB requirements including all required sections pertaining to Risk Level 1 projects. Submit **one (1) hard copy of the SWPPP document** for review at the 90% submittal.
  - d. Revise document as needed and upload SWPPP document and attachments to the SMARTS system. Submit **two (2) hard copies of the SWPPP document** in a binder for use on site. All other updates to the SWPPP during construction and Notice of Termination will become the responsibility of the City.
- 2.09 **Bid Documents:** Revise documents to conform to redline comments from City in preparation of a **final bid set**; complete **bid form** quantities and estimate. Provide City with stamped and signed **reproducible documents** for bidding purposes.

### 3.0 CITY STANDARD DETAILS

- 3.01 **Revise City Standard Details:** Based on direction from City, allow up to twenty-four (24) hours of time to review, coordinate and revise various City Standard Details in AutoCAD file format. Submit **one (1) copy of final details on CD-ROM**.

### 4.0 CONSTRUCTION ASSISTANCE

- 4.01 **Bidding and Construction (estimated 64 hours):** During the bidding and construction period we will, at your request provide the following services: response to bidder inquiries, preparation of addenda, and change orders (as warranted), bid evaluation, submittal reviews, site visits, and meetings during the course of construction. The scope for this phase can be better defined and quantified as needed.
- 4.02 **Post Construction (estimated 40 hrs):**
1. Receive Contractor prepared as-built drawings from the City.
  2. Convert as-built drawings to record drawings in AutoCAD file format.
  3. Provide City with **one (1) copy of Record Drawings on CD-ROM, and one (1) hard copy mylar print**.

- 4.03 **Landscape Irrigation Audits:** We will allow up to twenty-four (24) hours of time to prepare Landscape Irrigation Audits. If a site does not pass the initial audit we can provide additional audits as part of 5.0 Additional Services (below). Provide City with ***one (1) electronic copy of the final Landscape Documentation Package.***

## **5.0 ADDITIONAL SERVICES**

- 5.01 All tasks not specifically noted above could be performed as additional services. These tasks include, but are not limited to, all revisions or additional submittals required by the City or any other agency's review, other meetings, additional design studies, or other tasks not specifically noted in the foregoing scope. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to this agreement.

## **6.0 REIMBURSABLE EXPENSES:**

- 6.01 All costs for printing, reproductions, soil nutritional analysis, special delivery, and all other costs directly related to the project would be billed as a reimbursable expense per the attached Standard Schedule of Compensation. The actual total amount for reimbursable expenses incurred would be billed monthly against the allowance. The allowance does not include bid sets, or more than six copies of review documents at each level of review. Receipts for all expenditures will be retained by Callander Associates and will be forwarded upon request.

## **7.0 COMPENSATION SUMMARY**

|                                                                            |                                                                                  |                   |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------|
| 1.0                                                                        | <u>Not Used</u>                                                                  |                   |
| 2.0                                                                        | <u>Construction Documents</u>                                                    |                   |
|                                                                            | Callander Associates (lump sum).....                                             | \$33,604          |
|                                                                            | Electrical Engineer (hourly, not to exceed).....                                 | \$ 4,800          |
|                                                                            | <i>Optional Task</i> – Callander Associates (lump sum) .....                     | \$ 5,000          |
| 3.0                                                                        | <u>City Standard Details-</u> Callander Associates (hourly, not to exceed) ..... | \$2,656           |
| 4.0                                                                        | <u>Construction Assistance</u>                                                   |                   |
|                                                                            | Bidding & Construction- CALA (hourly, not to exceed).....                        | \$7,696           |
|                                                                            | Post Construction- CALA (hourly, not to exceed) .....                            | \$4,012           |
|                                                                            | Irrigation audits - CALA (hourly, not to exceed).....                            | \$2,998           |
|                                                                            | Electrical Engineer (hourly, not to exceed).....                                 | \$2,500           |
| 5.0                                                                        | Additional Services.....                                                         | to be determined  |
| 6.0                                                                        | <u>Reimbursable Expenses (allowance) .....</u>                                   | <u>\$3,800</u>    |
| <b>Total Estimated Compensation for Tasks 2.0, 3.0, 4.0 and, 6.0 .....</b> |                                                                                  | <b>\$67,066</b>   |
| <b>Remaining Budget under Current Contract.....</b>                        |                                                                                  | <b>(\$28,968)</b> |
| <b>Additional Consultant Compensation for ASA #3 .....</b>                 |                                                                                  | <b>\$38,098</b>   |

Mr. Michael Karoly

City of Woodland, Public Works Department

**RE: WOODLAND PARKS IRRIGATION – FREEMAN PARK/Additional Services Authorization #3**

January 30, 2013

Page 5 of 5

The tasks outlined above are my understanding of the requirements discussed in our conversations. If you have any further thoughts or questions please call.

Sincerely,



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Benjamin W. Woodside, Principal, ASLA  
Callander Associates  
Landscape Architecture, Inc.

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Michael Karoly  
City of Woodland

Attachments: Standard Schedule of Compensation 2013 RC (Rancho Cordova)



Callander Associates  
Landscape Architecture, Inc.

## Standard Schedule of Compensation 2013 RC (Rancho Cordova)

### General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

### Hourly Rates

|                   |            |                      |            |
|-------------------|------------|----------------------|------------|
| Senior Principal  | \$211/hour | Construction Manager | \$126/hour |
| Principal         | \$154/hour | Assistant 1          | \$113/hour |
| Associate 1       | \$149/hour | Assistant 2          | \$105/hour |
| Associate 2       | \$137/hour | Assistant 3          | \$96/hour  |
| Associate 3       | \$123/hour | Assistant 4          | \$89/hour  |
| Project Manager 1 | \$137/hour | Assistant 5          | \$77/hour  |
| Project Manager 2 | \$123/hour | Assistant 6          | \$71/hour  |
| Project Manager 3 | \$119/hour | Word Processor       | \$89/hour  |
| Project Manager 4 | \$113/hour | Accounting           | \$105/hour |
| Project Manager 5 | \$105/hour |                      |            |

### Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

### Payments

Payments are due within ten days after monthly billing with amounts more than thirty days past due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

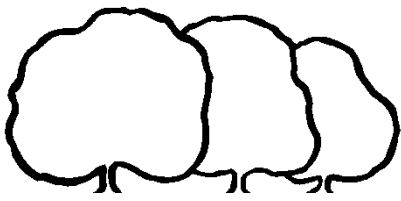
FeeSchedule2013RC(letterhead)  
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Landscape Architecture  
Urban Design  
Land Planning  
Park and Recreation Planning  
Environmental Planning

Peter Callander, ASLA Principal  
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Brian G. Fletcher, ASLA, Principal  
Erik Smith, ASLA, Principal  
Benjamin W. Woodside, ASLA, Principal



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND  
CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Senate Bill 2 – Emergency Shelter Ordinance

### **Recommendation for Action**

Staff recommends that the City Council take the following actions.

1. Confirm a General Rule Exemption under the California Environmental Quality Act;
2. Conduct the second reading of and adopt an Ordinance No. \_\_\_\_\_ to make the following amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to emergency shelters, transitional housing, and supportive housing as required by Senate Bill 2; and
  - a. Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d).
  - b. Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone.
  - c. Amend Woodland Municipal Code Section 25-4-10 to include transitional and supportive housing in Table 1 (Residential Land Use Table) as a permitted use.
  - d. Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding “Emergency Shelters” to the list of permitted uses in Areas C and E.
  - e. Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Sections 25-13-10 to include emergency shelters as a conditional use in the R-M Zone.
  - f. Add Article 32 titled “Emergency Shelters” to Woodland Municipal Code Chapter 25.

### **Fiscal Impact**

The City will incur a minor cost estimated at less than \$400 to publish a copy of Ordinance No. \_\_\_\_\_ once it has been adopted by the City Council.

**Background**

The City Council at its February 19, 2013 meeting conducted a public hearing; waived the first reading of an Ordinance No. \_\_\_\_\_ to make amendments to Chapter 25 of the Woodland Municipal Code and East Street Corridor Specific Plan pertaining to emergency shelters, transitional housing, and supportive housing as required by Senate Bill 2; and scheduled the second reading and adoption of the ordinance for the March 5, 2013 City Council meeting.

**Discussion**

SB 2 requires all jurisdictions to have at least one zoning district that permits at least one year-round emergency shelter without a conditional use permit or any other discretionary permit requirements. The zoning district must provide sufficient opportunities for new emergency shelters in the planning period to meet the need identified in the Housing Element Update. Through the identification of six sites with a minimum size of one-half acre in the East Street Corridor Specific Plan (ESCSP) Areas C and E, staff has demonstrated that the ESCSP has the capacity to accommodate at least one emergency shelter. An applicant for an emergency shelter is not limited to the six identified sites. Moreover, any applicant purposing an emergency shelter as a permitted use within the ESCSP Areas C and E would need to comply with written, objective development and management standards that include but are not limited to the maximum number of persons/beds, size and location of waiting and client intake areas, and the provision of on-site management and safety.

**Environmental Review**

The ordinance changes under consideration in this report have been reviewed in accordance with the California Environmental Quality Act (CEQA) and are considered exempt under General Rule exemption 15061(b)(3). Under Section 15061(b)(3) of the CEQA Guidelines, the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The proposed ordinance proposes policy changes for transitional and supportive housing and emergency shelters. Because these types of uses are present already in the City and the policy changes are being made in response to State law requirements, there is not a potential that the policy changes would result in significant effects on the environment. Moreover, the Housing Element Policies, which cover the preservation, improvement, and development of housing, do not cover activities that were not anticipated in the Woodland General Plan and the General Plan EIR.

**Public Contact**

Posting of the City Council agenda.

**Conclusion**

Staff recommends that the City Council take the following actions.

1. Confirm a General Rule Exemption under the California Environmental Quality Act;
2. Conduct the second reading of and adopt an Ordinance No. \_\_\_\_\_ to make the following amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to emergency shelters, transitional housing, and supportive housing as required by Senate Bill 2; and
  - a. Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d).
  - b. Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone.
  - c. Amend Woodland Municipal Code Section 25-4-10 to include transitional and supportive housing in Table 1 (Residential Land Use Table) as a permitted use.
  - d. Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding “Emergency Shelters” to the list of permitted uses in Areas C and E.
  - e. Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Sections 25-13-10 to include emergency shelters as a conditional use in the R-M Zone.
  - f. Add Article 32 titled “Emergency Shelters” to Woodland Municipal Code Chapter 25.

Prepared by: Dan Sokolow  
Senior Planner

Reviewed by: Cindy Norris  
Principal Planner

Reviewed by: Nicholas J. Ponticello  
CDD Director

---

Paul Navazio  
City Manager

**Attachments:**

1. Ordinance No. \_\_\_\_\_
2. Notice of Exemption

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
AMENDING CHAPTER 25 OF THE WOODLAND MUNICIPAL CODE AND THE  
EAST STREET CORRIDOR SPECIFIC PLAN PERTAINING TO EMERGENCY  
SHELTERS, TRANSITIONAL HOUSING, AND SUPPORTIVE HOUSING REQUIRED  
BY SENATE BILL 2**

**WHEREAS**, the City of Woodland (“City”) is required by State Law, Article 10.6, Housing Elements, of the Government Code to have a Housing Element and in accordance with Government Code Section 65588 to conduct periodic review and update and shall be consistent with state guidelines and review;

**WHEREAS**, Chapter 633, Statutes of 2007 (SB 2) clarifies and strengthens housing element law to ensure that zoning encourages and facilitates emergency shelters as well as transitional and supportive housing and limits the denial of these facilities under the Housing Accountability Act;

**WHEREAS**, the City of Woodland 2008 Housing Element Update includes Policies 2.16 and 2.17 that identifies amendments to Chapter 25 of the Woodland Municipal Code and the East Street Corridor Specific Plan pertaining to the zoning and development of emergency shelters, transitional housing and supportive housing;

**WHEREAS**, the proposed amendments to Chapter 25 of the Woodland Municipal Code and East Street Corridor Specific Plan will complete Policies 2.16 and 2.17 of the 2008 Housing Element Update;

**WHEREAS**, the proposed amendments to the Woodland Municipal Code and East Street Corridor Specific Plan are consistent with the goals and policies in the General Plan in that the outlined regulations will further bring the Zoning Ordinance and the East Street Corridor Specific Plan into compliance with the outlined Policies necessary through the 2008-2013 Housing Element Planning Period;

**WHEREAS**, this ordinance is exempt from CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the ordinance will not have a significant effect on the environment and is, therefore, not subject to CEQA.

**NOW, THEREFORE**, The City Council of the City of Woodland, State of California, does hereby ordain as follows:

**Section 1. Purpose.** The purpose of this ordinance is to amend Chapter 25 of the Woodland Municipal Code and Section 2.5 of the East Street Corridor Specific Plan:

1. Amend Woodland Municipal Code Section 25-3-10 to add definitions for Emergency Shelters, Transitional Housing, Supportive Housing, and Target Population that directly

correspond with the definitions included in the California Health and Safety Code Sections 50801(e), 50675.2(h), 50675.14(b), and 53260(d).

2. Amend Table 1 (Residential Land Use Table) in Woodland Municipal Code Section 25-4-10 to include emergency shelters as a conditional use in the R-M zone.
3. Amend Woodland Municipal Code Sections 25-4-10 and 25-4-20 to include transitional housing and supportive housing in Table 1 (Residential Land Use Table)
4. Amend Table 2 (Commercial Land Use Table) in Woodland Municipal Code Section 25-13-10 to include emergency shelters as a conditional use in the R-M zone
5. Amend Section 2.5 (Land Use Table) in the East Street Corridor Specific Plan by adding “Emergency Shelters” to the list of permitted uses in Areas C and E.
6. Add Article 32 titled “Emergency Shelters” to Woodland Municipal Code Chapter 25.

**Section 2. Authority.** The City of Woodland has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

**Section 3. Severability.** If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. The this end, the provisions of this Ordinance are declared to be severable.

**Section 4.** Section 25-3-10 of the Woodland Municipal Code is hereby amended to read as follows:

SEC. 25-3-10                      DEFINITIONS

“Emergency shelter” means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

“Transitional Housing” and “transitional housing development” means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

“Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

“Target Population” means adults with low-income having one or more disabilities including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act, and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.

**Section 5.** Sections 25-4-10 and 25-4-20 of the Woodland Municipal Code are hereby amended to read as follows:

SEC. 25-4-10

Table 1 – Residential Land Uses

| Uses                        | Zones    |          |          |          |          |          |          |          |          |          |          |          |
|-----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|                             | A-1      | O-S      | R-1      | R-2      | N-P      | R-M      | C-1      | CBD      | ESD      | C-3      | C-H      | I        |
| <u>Emergency Shelter</u>    |          |          |          |          |          | <u>d</u> |          |          | <u>n</u> |          |          |          |
| <u>Supportive Housing</u>   | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> |
| <u>Transitional Housing</u> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> | <i>q</i> |

SEC. 25-4-20 SPECIAL CONDITIONS

The following special conditions apply to those land uses indicated by corresponding letter in Table 1:

*q. Transitional and supportive housing shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.*

**Section 6.** Section 25-13-10 of the Woodland Municipal Code is hereby amended to read as follows:

SEC. 25-13-10

Table 2 – Commercial Land Uses

| Uses                     | Zones |     |     |     |     |          |     |     |          |     |     |     |     |
|--------------------------|-------|-----|-----|-----|-----|----------|-----|-----|----------|-----|-----|-----|-----|
|                          | A-1   | O-S | R-1 | R-2 | N-P | R-M      | C-1 | CBD | ESD      | EOZ | C-2 | C-3 | C-H |
| <u>Emergency Shelter</u> |       |     |     |     |     | <u>c</u> |     |     | <u>o</u> |     |     |     |     |

**Section 7.** Section 2.5 (Land Use Table) of the East Street Corridor Specific Plan is hereby amended to read as follows:

2.5 Land Use Table

| <u>USES</u>              | <u>ZONES</u> |   |          |   |          |   |
|--------------------------|--------------|---|----------|---|----------|---|
|                          | A            | B | C        | D | E        | F |
| <u>Emergency Shelter</u> |              |   | <u>x</u> |   | <u>x</u> |   |

**Section 8.** Article 32 is hereby added to the Woodland Municipal Code to read as follows:

ARTICLE 32 EMERGENCY SHELTERS

Sec. 25-32-10. – Purpose.

Sec. 25-32-20. – Definitions.

Sec. 25-32-30. – Location of emergency shelters.

Sec. 25-32-40. – Standards.

**Sec. 25-32-10. – Purpose.**

This article establishes use and development regulations for emergency shelter facilities in accordance with state law and the city’s adopted housing element. In accordance with state law, local communities have a responsibility to provide adequate sites for emergency shelters that serve homeless individuals and families. The goal of emergency shelters is to address acute needs of individuals and families by providing basic residential facilities and may include programs that help residents find available social services. Consistent with the findings of the state legislature, the city recognizes the need for, and the benefit of, temporary housing and services for homeless persons and families. This article is intended to allow for the development of emergency shelter facilities in specific zoning districts, subject to development and operational standards that minimize potential adverse impacts on nearby properties and the community as a whole.

**Sec. 25-32-20. – Definitions.**

For the purposes of this article, the following words and phrases shall have the meaning respectively ascribed to them in this section.

“Emergency shelter” means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

“Homeless person” means:

- i. People who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily

- resided if they were in shelter or a place not meant for human habitation before entering the institution.
- ii. People who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing.
  - iii. Families with children or unaccompanied youth who are unstably housed and likely to continue in that state.
  - iv. People who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening situations related to violence; have no other residence; and lack the resources or support networks to obtain other permanent housing.

**Sec. 25-32-30. – Location of emergency shelters.**

Emergency shelters are permitted by right in Areas C and E of the East Street Corridor Specific Planning (ESCSP) area as a permitted use without a conditional use or other discretionary permit. Emergency shelters are permitted with a conditional use permit in the Multiple Family (R-M) zone. Emergency shelters shall not be located within three hundred (300) feet of an existing emergency shelter facility, measured from the closest point on each property line.

**Sec. 25-32-40. – Standards.**

Emergency shelters shall comply with the standards of this Section.

- A. **Property Development Standards.** Emergency shelters shall conform to all property development standards of the zoning district in which it is located except as modified by these development standards.
- B. **Maximum Number of Persons/Beds.** The maximum number of beds permitted shall be based on the carrying capacity of the property, up to a maximum of 40 pursuant to fire/building code capacity.
- C. **Minimum Off-Street Parking Requirements.** Emergency shelters shall provide one parking space for each employee or volunteer on duty when the shelter is fully open to clients, plus one parking space for every family sheltered and .35 parking spaces for each non-family bed. The Community Development Director may grant modifications to parking requirements per Section 25-23-30(I).
- D. **Bicycle Parking.** The shelter shall provide bicycle parking per Section 25-23-30(B).
- E. **Size and location of exterior and interior on-site waiting and client intake areas.** Emergency shelters shall provide 10 square feet of interior waiting and client intake space per bed. In addition, there shall be two offices or cubicles for shelters with fewer than 20 beds. For every additional bed, there shall be an additional 0.1 office, rounded up. At least 25 percent of the offices, rounded up, shall be private. Waiting and intake areas may be used for other purposes as needed during operations of the shelter.

- F. **Provisions of on-site management and safety.** On-site management shall be present at all times that the emergency shelter is in operation. Prior to the operation of the emergency shelter and annually thereafter, the shelter shall prepare and file a management plan with the Community Development Department that discusses operational rules and standards, including, but not limited to, standards governing client supervision, client services, food services, and maintenance of surrounding property. The plan shall also include a floor plan that demonstrates compliance with the physical standards required by this article.
- G. **Length of client stay.** Temporary shelter shall be available to residents for no more than six (6) months in any consecutive twelve (12) month period.
- H. **Lighting.** Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public rights-of-way, and of intensity compatible with the neighborhood.
- I. **Required Common Facilities.** The shelter shall provide central cooking and dining room(s) and laundry facilities adequate for the maximum number of residents.
- J. **Optional Common Facilities.** The shelter may provide one or more of the following specific common facilities for the exclusive use of the residents and staff:
  - a. Recreation room.
  - b. Counseling center.
  - c. Child care facilities.
  - d. Other support services
- K. **Nondiscretionary design review.** In addition to non-discretionary design standards required for other housing in the zone, emergency shelters shall meet the following requirements:
  - a. Emergency shelters shall have a designated outdoor smoking area not visible from the street.
  - b. Emergency shelters shall not provide outdoor public telephones or space for outdoor congregating in front of the building or visible from the street.
  - c. Shelters shall provide a trash and recycle enclosure that is consistent with the City's trash and recycle enclosure specifications.
  - d. The design of the shelter shall comply with the City's Community Design Standards.

**Section 9. Effective Date and Notice.** This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

**PASSED, AND ADOPTED** by the City Council of Woodland this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

AYES:

NOES

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Marlin H. Davies, Mayor

ATTEST:

\_\_\_\_\_  
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. Morris  
City Attorney

*City of Woodland*  
**NOTICE OF EXEMPTION**

**TO:** YOLO COUNTY CLERK  
625 COURT STREET  
WOODLAND, CA 95695

**FROM:** CITY OF WOODLAND  
COMMUNITY DEV. DEPT.  
300 FIRST STREET  
WOODLAND, CA 95695

**DATE:**

**PROJECT TITLE:** Senate Bill 2 – Emergency Shelter Ordinance

**PROJECT LOCATION – SPECIFIC:** City of Woodland (Citywide Ordinance)

**PROJECT LOCATION – CITY:** Woodland

**PROJECT LOCATION – COUNTY:** Yolo

**DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARIES OF PROJECT:** Senate Bill 2 (SB 2) requires that the City update the zoning ordinance to allow the development of emergency shelters, transitional housing and supportive housing within one year of adoption of the certified Housing Element. The purpose of this ordinance is to update the Woodland Municipal Code and the East Street Corridor Specific Plan to comply with SB 2. The ordinance will help to address the emergency, transitional, and supportive housing needs of Woodland's .

**NAME OF PUBLIC AGENCY APPROVING PROJECT:** City of Woodland

**NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:** City of Woodland Community Development Department

**EXEMPT STATUS (CHECK ONE):**

- ☐ Ministerial (Section 21080 (b)(1); 15268);
- ☐ Declared Emergency (Section 21080 (b)(3); 15269(a));
- ☐ Emergency Project (Section 21080 (b)(4); 15269 (b)(c));
- ☒ Categorical Exemption. State type and section number: General Rule Exemption 15061 (b)(3).
- ☐ Statutory Exemptions. State code number:

**REASONS WHY PROJECT IS EXEMPT:** The proposed ordinance proposes policy changes for transitional and supportive housing and emergency shelters. Because these types of uses are present already in the City and the policy changes are being made in response to State law requirements, there is not a potential that the policy changes would result in significant effects on the environment. Moreover, the Housing Element Policies, which cover the preservation, improvement, and development of housing, do not cover activities that were not anticipated in the Woodland General Plan and the General Plan EIR.

|                                        |                         |
|----------------------------------------|-------------------------|
| <u>Cindy Norris, Principal Planner</u> | <u>(530) 661-5911</u>   |
| <b>LEAD AGENCY CONTACT PERSON</b>      | <b>TELEPHONE NUMBER</b> |

**IF FILED BY APPLICANT:**

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.

2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?

YES

NO

☐☐

**SIGNATURE**

**DATE**

**TITLE**

Principal Planner

**SIGNED BY LEAD AGENCY**

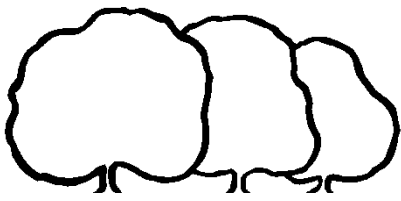
☒

**DATE RECEIVED FOR FILING AT OPR**

**SIGNED BY APPLICANT**

☐

\_\_\_\_\_



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Second Reading of Ordinance No. \_\_\_\_\_ “An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program”

### **Recommendation for Action**

Staff recommends that the City Council adopt, Ordinance No. \_\_\_\_\_, “An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program.”

### **Fiscal Impact**

There is no fiscal impact related to the adoption of this ordinance.

### **Background**

This is the second reading of the ordinance to amend Chapter 26 of the Woodland Municipal code relating to the Spring Lake Plan Building Unit Allocation Program. The first reading of the ordinance occurred during the February 19, 2013 City Council meeting. The City Council voted to approve the Ordinance which is attached.

### **Discussion**

The following sections of Chapter 26 of the Woodland Municipal Code – Spring Lake Specific Plan Building Unit Allocation Program have been modified or added new:

26-2-25 is a new section allowing for additional first release BUAs to be created when Multi Family land that paid into CFD 2004-1 is rezoned to single family land.

26-4-20 is amended to revise the BUA process to allow for an initial and final assignment of BUAs with final assignment contingent on payment of special taxes or the equivalent, BUAs that are not “finaled” will be held in reserve until needed for a project.

**SUBJECT:**

Second Reading of Ordinance No. \_\_\_\_\_ “An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program”

**PAGE: 2****ITEM:**

26-4-30 is amended to have the 3<sup>rd</sup> release of BUAs process to be a continuation of the 2<sup>nd</sup> release of BUAs process.

26-7-5 is a new section that requires that a final map cannot be approved until a financial obligation is met.

These changes will facilitate the continuation of development in Spring Lake by allowing smaller, incremental projects to move forward without a waiting for a large public bond sale, but instead using either cash payments or private placement bonds to finance infrastructure and reimbursements. Guidelines for these other funding mechanisms are being addressed separately but concurrently with the Administrative Guidelines for BUAs and Private Placement Bonds Council report.

**Conclusion**

Staff recommends that the City Council adopt, Ordinance No. \_\_\_\_\_, “An Ordinance of the City Council of the City of Woodland Amending Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Plan Building Unit Allocation Program.”

Prepared by: Bruce Pollard, PE, TE  
Senior Civil Engineer

Reviewed by: Kim McKinney  
Finance Officer

Reviewed by: Nicholas J. Ponticello  
CDD Director

---

Paul Navazio  
City Manager

Attachments: Ordinance No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF WOODLAND AMENDING CHAPTER 26 OF THE  
WOODLAND MUNICIPAL CODE RELATING TO  
SPRING LAKE BUILDING UNIT ALLOCATIONS

**WHEREAS**, the City Council has previously adopted an ordinance establishing a program for the issuance of “building unit allocations” (“BUAs”) within the Spring Lake Specific Plan area; and

**WHEREAS**, the existing BUA program was created based on several assumptions concerning the pace of development in the Spring Lake Specific Plan area which have turned out to be incorrect due to the general slowdown in the real estate market; and

**WHEREAS**, City staff and Spring Lake developers have discussed how the BUA ordinance can be best amended in order to reflect actual patterns of development in the Spring Lake Specific Plan area; and

**WHEREAS**, the City Council finds that the BUA ordinance amendments set forth in this ordinance will address existing drawbacks of the BUA program and will encourage development in the Spring Lake Specific Plan area;

The City Council of the City of Woodland, California, does hereby ordain as follows:

**Section 1.     Recitals.** The above recitals are incorporated as though set forth in this section.

**Section 2.**     Section 26-2-25 is hereby added to the Woodland Municipal Code to read in full as set forth below:

**Section 26-2-25. Additional First Release BUAs for Rezoned Multi-Family Parcels.**

Notwithstanding any other provision of this chapter, and notwithstanding the BUA assignment procedure in Section 26-4-10 of this chapter, the city may release additional first release BUAs to parcels zoned for single family residential development that were initially zoned as multi-family residential, under the conditions set forth in this section. The developer/parcel owner shall have been a participant in the first release funding of infrastructure. Prior to rezoning to single family residential, the original multi-family parcel must have been subject to and paid the CFD 2004-1 special taxes. The maximum amount of BUAs assigned shall equal the number of single family residential parcels created on the original multi-family parcel.

**Section 3.**     Section 26-4-20 of the Woodland Municipal Code is hereby amended to read as follows:

**Sec. 26-4-20. Assignment procedure--Second release BUAs.**

The BUAs in the second release group shall be assigned using the following procedure:

(1) The City will make an initial assignment of BUAs to projects with specific numbers of second release BUAs specified in the development agreement between the developer and the City.

(2) The City will initially assign the remainder of the Second Release BUAs using the assignment procedure specified in Section 26-4-10 for first release BUAs, subject to the rescission of the BUA assignment as provided in paragraph 4 below.

(3) City will notify each parcel owner of the initial assignment of BUAs to the owner's parcel(s) and the quantity of BUA's assigned to the parcel(s).

(4) A parcel owner wishing to retain the assigned BUAs shall notify the City within 90 days of the City's notification that: (i) the parcel has both a development agreement and tentative map, and (ii) the parcel owner is paying the CFD 2004-1 special taxes upon the parcel(s), or the parcel or parcels have been annexed into CFD 2004-1, or that the parcel owner has prepaid the special tax obligations under CFD 2004-1 for the parcel(s). If a parcel owner does not notify the City within 90 days, or if representations contained in the parcel owner's notification are false or inaccurate, the City will rescind the initial assignment of the BUAs and redesignate the BUAs for that parcel or parcels as unassigned. Notwithstanding the foregoing, no rescission of BUAs shall be made with respect to any parcel that is the subject of a development agreement providing for a fixed number of second release BUAs, and the assignment of BUAs for any such parcel which has not yet met the criteria for receiving BUAs shall be considered suspended and those BUA's shall be held in a separate reserve account (and shall not be eligible for assignment to other parcels) until the criteria for final assignment are met.

(5) The City will notify each parcel owner who has provided the City with the notification required by paragraph 4 and for which the City has not rescinded the assignment of BUAs of the final assignment of BUAs. The "final assignment" of a given BUA shall make the parcel to which the BUA is assigned eligible to obtain a building permit (if all other building permit criteria are satisfied), and shall the BUA shall be considered "assigned" within the meaning of that term for purposes of the CFD 2004-1 tax formula.

(6) Following the initial assignment, if BUAs become available as a result of rescissions of initial BUA assignments by the City pursuant to paragraph 4, the City will notify all property owners that BUAs are available from the BUA Release. Within 60 days of the notification from the City, parcel owners desiring to receive additional BUAs shall so notify the City within 60 days. Parcel owners

will be required to provide evidence that their parcel or parcels meet the requirements in paragraph 4 above.

(7) If a property owner requests additional BUAs and meets the requirements in paragraph 4, City will provide a final assignment of BUAs to the property owner. If more requests are received than BUAs are available, the City will distribute the BUAs based on the priority classes set forth in Article III of this chapter, and in proportion to each parcel's remaining maximum density.

(8) If some second release BUAs remain unassigned, the City will notify property owners with remaining entitled lots that lack BUAs by January 15th of each year that there are BUAs available. The City will use the process above to assign the BUAs to parcel owners requesting the additional BUAs.

**Section 4.** Section 26-4-30 of the Woodland Municipal Code is hereby amended to read as follows:

**Sec. 26-4-30. Assignment procedure--Third release BUAs.**

After all second release BUAs have been finally assigned to parcels, the City will repeat the process described above for the third release, first assigning third release BUAs to projects with specific numbers of third release BUAs specified in the development agreement between the developer and the City.

**Section 5.** Section 26-7-5 is hereby added to the Woodland Municipal Code to read in full as set forth below:

**Sec. 26-7-5. Payment of Financial Obligation.**

No final map depicting buildable parcels in a final configuration (i.e. not further subdividable) shall be approved until all financial obligations imposed in connection with the assignment of BUAs for the parcels included within the map have been met to the satisfaction of the City. The financial obligation may be satisfied through the parcel's participation in CFD 2004-1, participation in a different CFD formed by the City, or a cash payment equal to the amount of bond proceeds for construction that would have been yielded by the parcel's participation in CFD 2004-1.

**Section 6. Severability.** If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

**Section 7. Effective Date and Notice.** This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland this 18th day of February, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Marlin H. "Skip" Davies, Mayor

ATTEST:

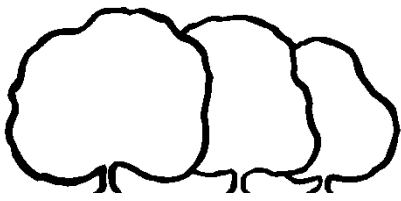
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Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

---

Andrew Morris, City Attorney



**REPORT TO MAYOR AND CITY COUNCIL**

AGENDA ITEM

TO: THE HONORABLE MAYOR AND  
CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Approval of CalHome Grant Application for First Time Homebuyers  
Assistance and Owner-Occupied Rehabilitation

**Recommendation for Action**

Staff recommends that the City Council take the following actions.

1. Adopt a Resolution No.\_\_\_\_, approving the submittal of a \$450,000 CalHome grant application to fund first time homebuyer assistance and residential owner-occupied rehabilitation; and
2. Authorize the City Manager to execute any and all documents needed for the City to implement the project.

**Fiscal Impact**

The City will incur activity delivery costs for underwriting of the first time homebuyer loans and rehabilitation inspections/project management for the owner-occupied rehabilitations. These are permitted costs under the CalHome program.

**Background**

The City has received a number of grants (CalHome, HOME, and BEGIN) and used other funding sources (CDBG and Redevelopment Agency housing funds) to provide loans to first time homebuyers. Most recently, in 2011, the City was awarded a HOME grant to provide first time homebuyer assistance. To date, the City has assisted five low-income buyers with loans through the HOME grant, HOME program income, or a combination of the two. The City's HOME grant will expire on July 31 of this year. For residential owner-occupied rehabilitations, the City has relied primarily on the repayment of CDBG loans to fund a limited number of rehabilitations for low-income households. The last owner-occupied rehabilitation was completed in 2010.

**Discussion**

City staff purposes to apply for \$450,000 in CalHome grant funds split between first time homebuyer assistance (\$300,000) and owner-occupied rehabilitation (\$150,000). The maximum first time homebuyer loan amount or owner-occupied rehabilitation is \$60,000 which includes payment of the City's activity delivery costs. It is estimated that the \$300,000 for first time homebuyer assistance will allow the City to fund five loans. The \$150,000 for owner-occupied rehabilitation will allow the City to fund three to four loans. Owner-occupied loans are typically less than first time homebuyer loans. Potentially, the City may be able to supplement the grant funds for the first time homebuyer assistance with program income (repaid first time homebuyer loans). Currently, the City has approximately \$45,000 available and staff estimates that an additional \$30,000 may be available within a few months.

**Public Contact**

Posting of the City Council agenda.

**Conclusion**

Staff recommends that the City Council take the following actions.

1. Adopt a Resolution No.\_\_\_\_, approving the submittal of a \$450,000 CalHome grant application to fund first time homebuyer assistance and residential owner-occupied rehabilitation; and
2. Authorize the City Manager to execute any and all documents needed for the City to implement the project.

Prepared by: Dan Sokolow  
Senior Planner

Reviewed by: Nick Ponticello  
CDD Director

---

Paul Navazio  
City Manager

**Attachments:**

1. Resolution No.\_\_\_\_
2. CalHome Notice of Funding Availability

## **RESOLUTION \_\_\_\_\_**

**THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY AUTHORIZE THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.**

### **WHEREAS:**

- A. The City of Woodland, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and
- B. The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the CalHome Program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome Program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and
- C. The City of Woodland wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$450,000.

### **IT IS NOW THEREFORE RESOLVED THAT:**

- 1. The City of Woodland shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on January 22, 2013 which will request a funding allocation for the following activities in the City of Woodland:
  - a. First Time Homebuyer Assistance, \$300,000 in grant funding requested.
  - b. Owner-Occupied Rehabilitation, \$150,000 in grant funding requested.
- 2. If the application for funding is approved, the City of Woodland hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.
- 3. The City of Woodland authorizes the City Manager to execute in the name of the City of Woodland, the application, the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

**PASSED AND ADOPTED** this 5th day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Marlin H. Davies, Mayor

ATTEST:

---

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

---

Andrew Morris, City Attorney

The undersigned \_\_\_\_\_ of the City of Woodland there before named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the City Council of the City of Woodland adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

---

Signature

---

Date

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FINANCIAL ASSISTANCE**

1800 Third Street, Suite 390  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 322-1580  
FAX (916) 327-8660



**NOTICE OF FUNDING AVAILABILITY (NOFA)  
CalHome Program  
General Funding NOFA for \$49 MILLION**

The California Department of Housing and Community Development (HCD) is pleased to announce it is accepting applications for funds from the CalHome Program pursuant to Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006. The attached NOFA and all applications are governed by CalHome Program Regulations (Title 25 California Code of Regulations Division 1, Chapter 7, Subchapter 9 commencing with Section 7715).

This NOFA offers funds to cities, counties and nonprofit housing corporations, for First-time Homebuyer Mortgage Assistance Programs and Owner-Occupied Rehabilitation Programs.

**Applications are due in the HCD office no later than 5:00 p.m. on Wednesday, March 20, 2013.**

Copies of this CalHome NOFA, the application, and the application training manual are available on the HCD website at: [www.hcd.ca.gov/fa/calhome](http://www.hcd.ca.gov/fa/calhome).

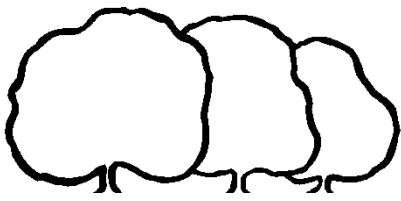
If you have any questions or require assistance in completing your application, please contact CalHome Program staff at (916) 327-8255.

We look forward to receiving your application.

Sincerely,

Laura Whittall-Scherfee  
Deputy Director

Enclosure



**REPORT TO MAYOR AND CITY COUNCIL**

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: General Plan Land Use Map Consistency Update

**Recommendation for Action**

Staff recommends that the City Council

1. Adopt Resolution No. \_\_\_\_ approving the General Plan Land Use Map Consistency Update.

**Fiscal Impact**

There is no fiscal impact associated with the adoption of this Resolution.

**Background**

The approved 1996 General Plan included a land use map that provided a depiction of various land use categories within the city in a black and white format. This map was last comprehensively updated in May of 2005. Since that time there have been additional amendments and actions that have not been updated on the map exhibit including the passage of the Voter enacted Urban Limit Line in 2006.

Since December of 2012, the City Council has taken actions to embark upon a General Plan update. It is essential to update the General Plan land use map in order to provide a baseline document for this effort. To further this end, staff has prepared a modified map that depicts the land use categories in a colorized version to provide clarity in the visual identification of land uses.

**Discussion**

When approved in 1996, the black and white format of the General Plan Land Use Map allowed an ease of updating and the ability to copy at lower cost at a time when it was technologically more difficult and costly to copy in color. However, a land use map in black and white does not allow a

visually conceptual understanding of land use allocations. As a result, staff has translated the black and white map version using standard accepted colors to depict land use citywide.

The updated map also captures more recently approved land use changes including the Urban Limit Line, Woodland Gateway II, Gibson and Ogden, Farm Credit West, and to depict approved land use changes Spring Lake.

The colorized map will also provide a more readily understandable visual land use exhibit that can be used as a baseline map as the city considers land use options as part of the General Plan Update. This map has been provided within the City's GIS mapping system. Additional corresponding information layers can be shown, as example, the land use map with the 200-year flood zone overlay.

The Planning Commission reviewed the proposed map amendments and recommended approval.

### **Conclusion**

Staff recommends that the City Council

1. Adopt Resolution No. \_\_\_\_ approving the General Plan Land Use Map Consistency Update.

Prepared by: Cynthia A. Norris  
Principal Planner

Reviewed by: Nicholas J. Ponticello  
CDD Director

---

Paul Navazio  
City Manager

### Attachments:

- A. Resolution Approving the General Plan land Use Consistency Update with Updated Colorized Map as Exhibit1
- B. Current Black and White Land Use Map
- C. Land Use Map with 100 year and 200 year flood layers

**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND**  
**APPROVING THE GENERAL PLAN LAND USE MAP CONSISTENCY UPDATE**

**WHEREAS**, the City of Woodland ("City") is proposing to take action to approve an update and correction to the General Plan Land Use Map; and,

**WHEREAS**, the City intends to provide a consistency update to depict amendments that have been approved but not updated on the map exhibit including the addition of the Voter enacted Urban Limit Line approved in 2006; and

**WHEREAS**, the City has translated the previously approved General Plan Land Use map from a black and white map to a colorized version using standard accepted colors to depict land use citywide; and

**WHEREAS**, the City Council has taken actions to embark upon a General Plan update. It is essential to update the existing General Plan land use map in order to provide a baseline document for the upcoming General Plan 2035 update; and

**WHEREAS**, The Planning Commission held a public hearing on October 18, 2012 concerning the Land Use Map update and recommended approval of the update to the City Council; and

**WHEREAS**, the City of Woodland City Council at their meeting on March 5, 2013 reviewed the Planning Commission recommendation and took action on the Map Update; and

**WHEREAS**, the City of Woodland City Council, now finds it proper to authorize the General Plan Land Use Map consistency update and correction as provided in the attached Exhibits; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland that it ordains AS FOLLOWS:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby approves a consistency update to the General Plan Land Use Map.

**PASSED AND ADOPTED** by the City Council on March 5, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Skip 'Marlin' Davies, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Ana Gonzalez, City Clerk

---

Andrew Morris, City Attorney

Dated: \_\_\_\_\_

**Exhibit "1"** – Land Use Map Update

# EXHIBIT 1



## General Plan Land Use

**Land Use Designations**

**Residential**

- Rural (0.0 – 2.0 dwelling units/gross acre)
- Very Low Density (1.0 – 4.0 du/gross ac)
- Low Density (3.0 – 8.0 du/gross ac)
- Medium Low Density (5.0 – 12.0 du/gross ac)
- Neighborhood Preservation (3.0 – 8.0 du/gross ac)
- Medium Density (8.0 – 15.0 du/gross ac)
- High Density (16.0 – 25.0 du/gross ac)
- Planned Neighborhood (1.0 – 25.0 du/gross ac)

**Commercial**

- Neighborhood Commercial
- Central Commercial
- General Commercial
- Highway Commercial
- Service Commercial
- Mixed Use

**Industrial**

- Business Park
- Industrial

**Other**

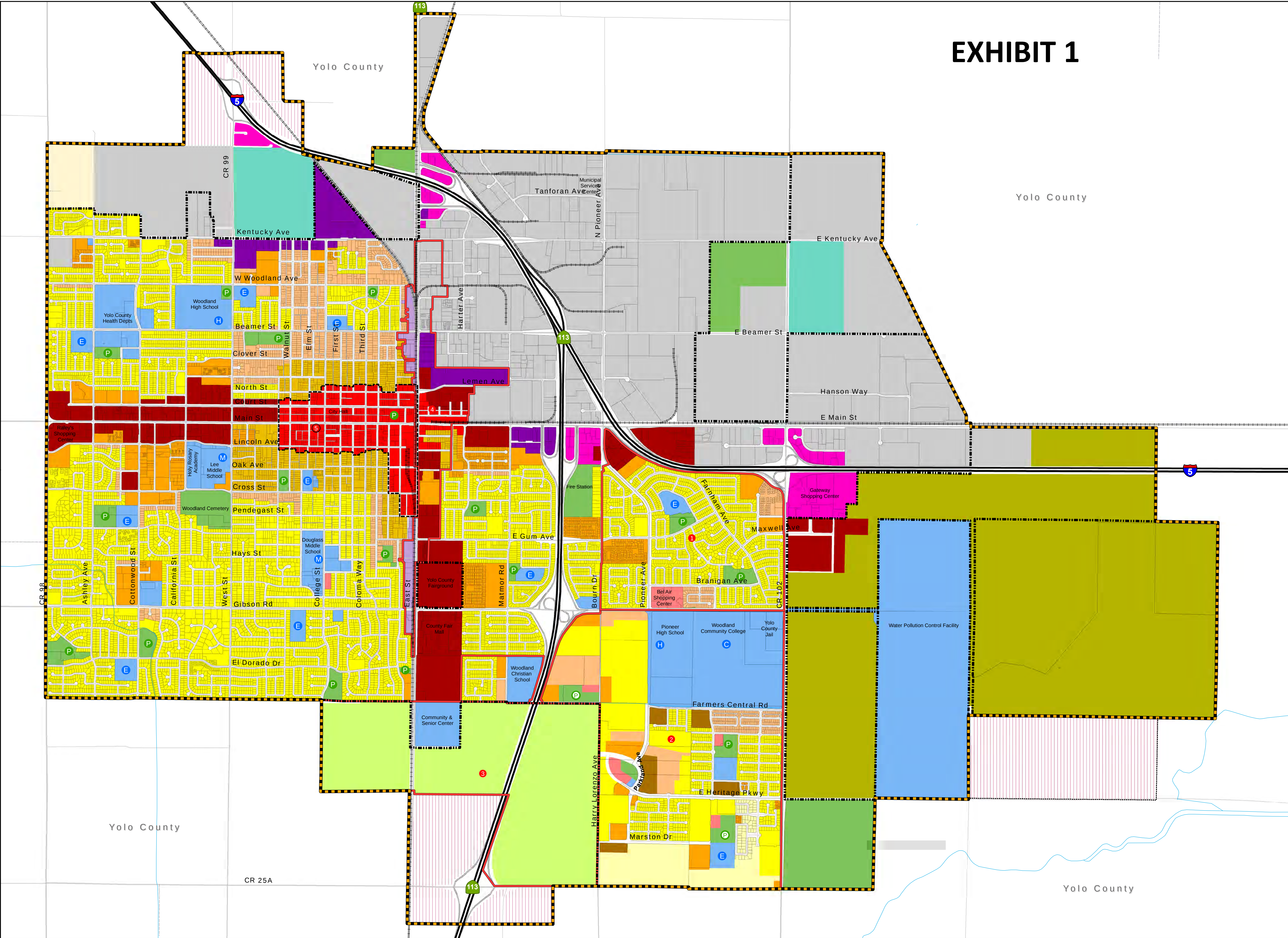
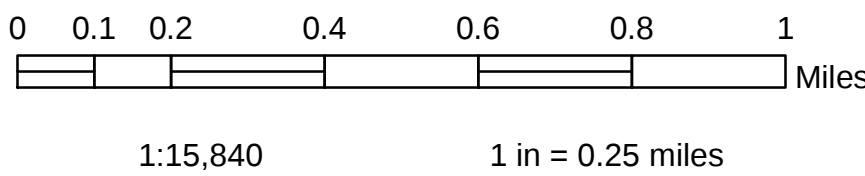
- Open Space
- Public Service
- Urban Reserve
- Undesignated

**Schools**

- Elementary School
- Middle School
- High School
- College

**Specific Plans**

- Southeast Area
- Spring Lake
- Spring Lake Master Plan Remainder
- East Street
- Downtown
- Park
- Proposed Park



CITY OF  
WOODLAND  
GENERAL PLAN  
POLICY DOCUMENT

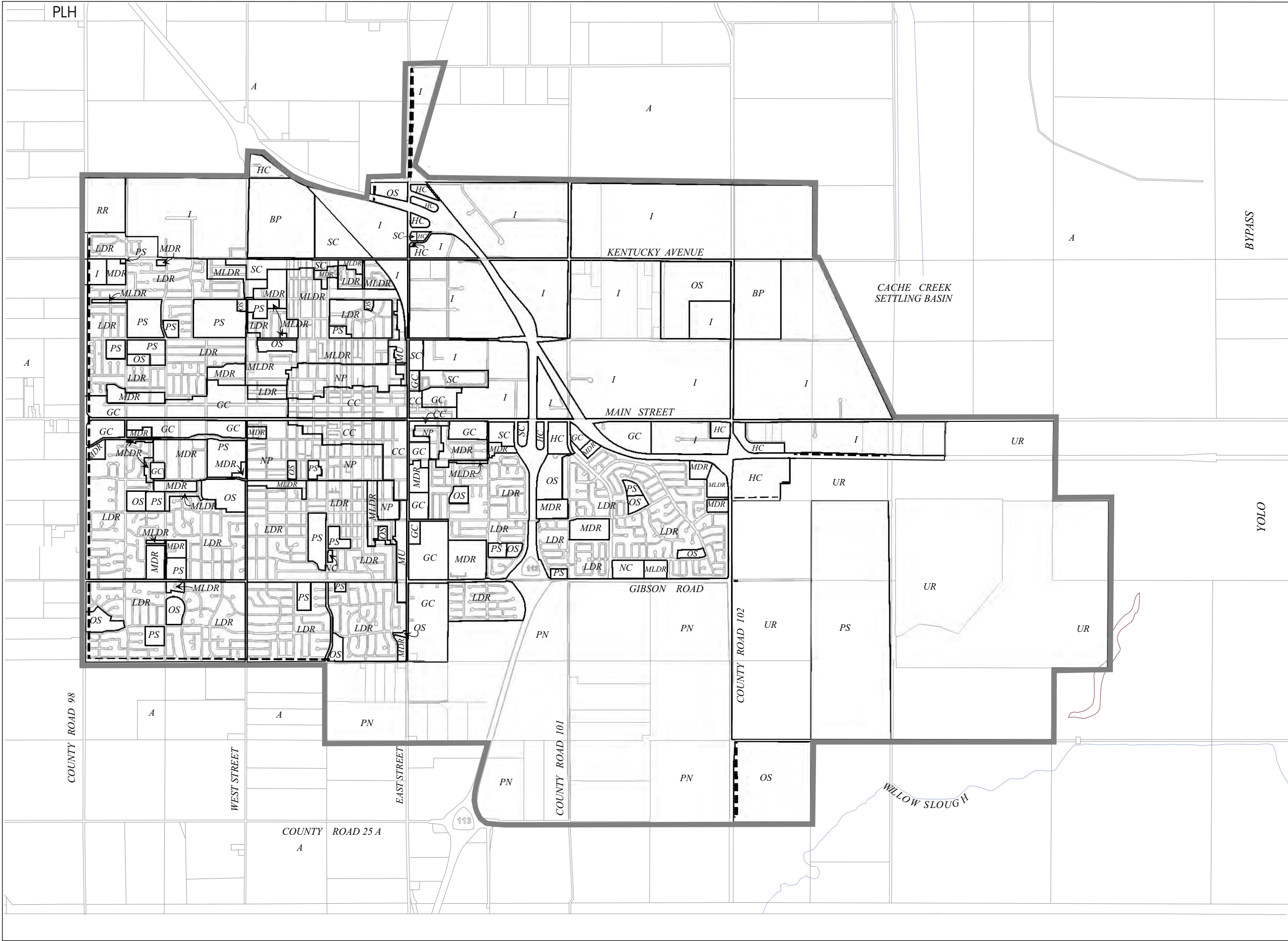


FIGURE 1-4  
LAND USE DIAGRAM

- RESIDENTIAL**
- RR** Rural Residential
  - VLDR** Very Low Density Residential
  - LDR** Low Density Residential
  - MLDR** Medium Low Density Residential
  - NP** Neighborhood Preservation
  - MDR** Medium Density Residential
  - HDR** High Density Residential
  - PN** Planned Neighborhood
- COMMERCIAL**
- MU** Mixed Use
  - NC** Neighborhood Commercial
  - CC** Central Commercial
  - GC** General Commercial
  - HC** Highway Commercial
  - SC** Service Commercial
- INDUSTRIAL**
- I** Industrial
  - BP** Business Park
- OTHER**
- PS** Public Service
  - OS** Open Space
  - A** Agriculture
  - UR** Urban Reserve

- ..... CITY LIMITS
- URBAN LIMIT LINE
- PLANNING AREA BOUNDARY

Amended  
December 17, 2002    February 21, 2008  
May 18, 2005





# General Plan Land Use with Flood Overlay

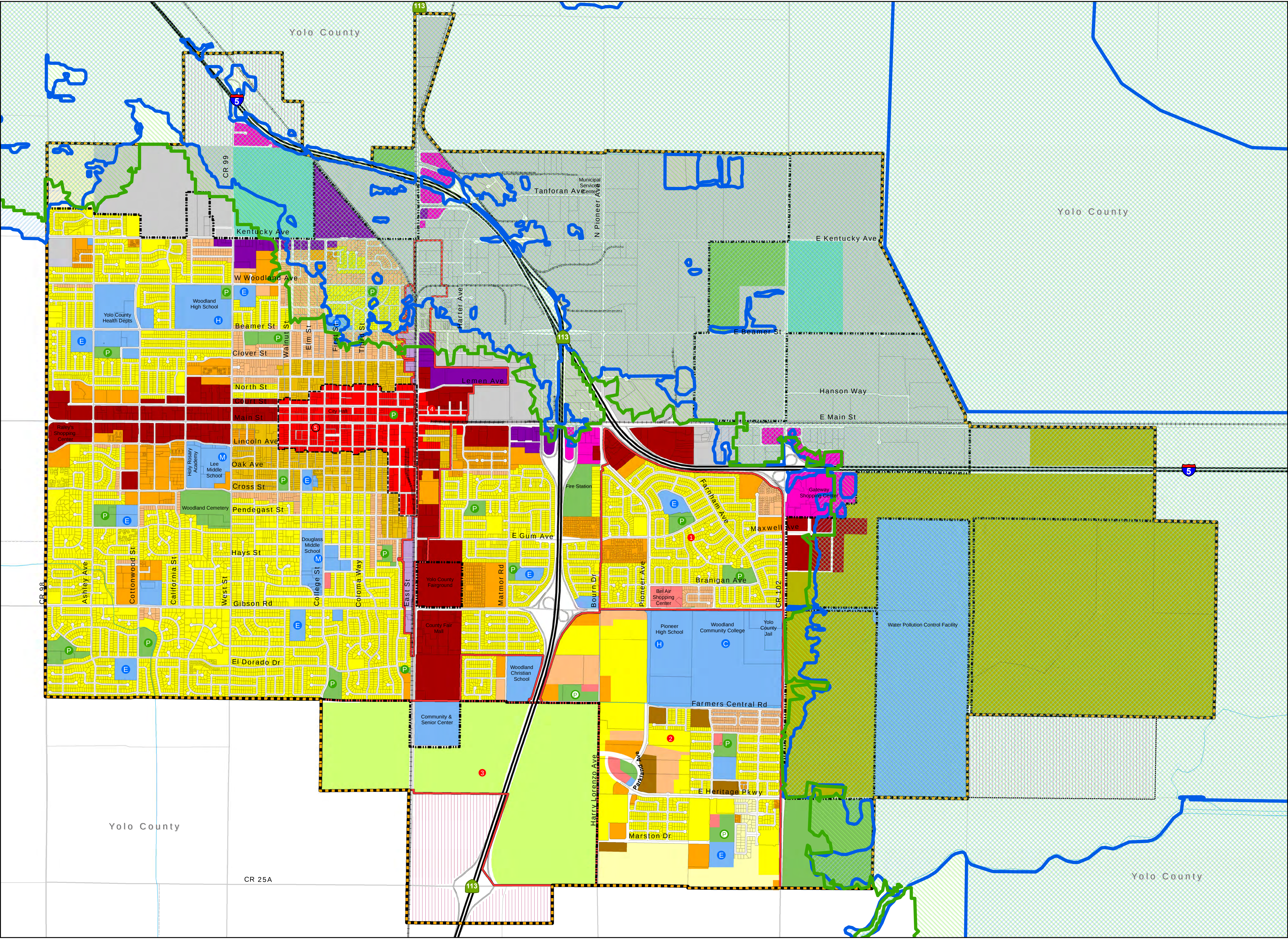
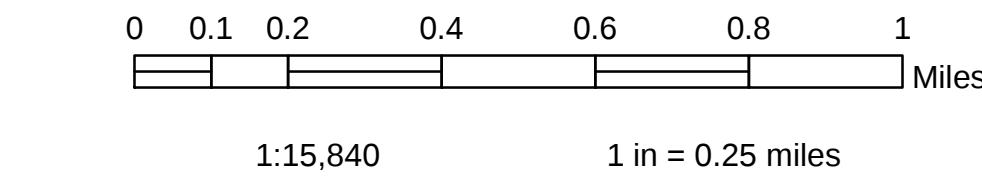
- Land Use Designations**
- Residential**
- Rural (0.0 – 2.0 dwelling units/gross acre)
  - Very Low Density (1.0 – 4.0 du/gross ac)
  - Low Density (3.0 – 8.0 du/gross ac)
  - Medium Low Density (5.0 – 12.0 du/gross ac)
  - Neighborhood Preservation (3.0 – 8.0 du/gross ac)
  - Medium Density (8.0 – 15.0 du/gross ac)
  - High Density (16.0 – 25.0 du/gross ac)
  - Planned Neighborhood (1.0 – 25.0 du/gross ac)

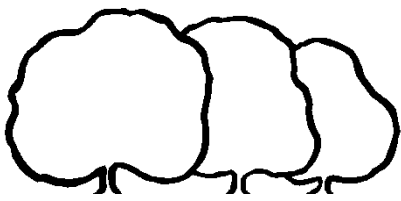
- Commercial**
- Neighborhood Commercial
  - Central Commercial
  - General Commercial
  - Highway Commercial
  - Service Commercial
  - Mixed Use

- Industrial**
- Business Park
  - Industrial

- Other**
- Open Space
  - Public Service
  - Urban Reserve
  - Undesignated

- Schools**
- Elementary School
  - Middle School
  - High School
  - College
- Specific Plans**
- Southeast Area
  - Spring Lake
  - Spring Lake Master Plan Remainder
  - East Street
  - Downtown
  - Park
  - Proposed Park





## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Adopt Resolution to Approve Terms and Conditions for Woodland City Employee Association

### **Recommendation for Action**

Staff recommends that the City Council Adopt Resolution No. \_\_\_\_ to implement a four year agreement (July 1, 2012 to June 30, 2016) with the Woodland City Employees Association (WCEA) as described herein.

### **Fiscal Impact**

The proposed agreement achieves ongoing budgetary savings by implementing cost-sharing of health benefit premiums and employee contributions to pension benefits. The term of this agreement is four years and will expire on June 30, 2016. By the end of the contract, the changes in this agreement will result in ongoing annual, all-funds savings of approximately \$1.1 million. The WCEA staff is funded approximately 25% by the General Fund; the savings to the General Fund by the end of the contract is estimated at \$275,000. Over the term of the agreement, savings equal to approximately 9% of total compensation are expected to be realized for the 118 positions represented by this bargaining group.

### **Background**

On July 10, 2012, the City engaged with Woodland City Employee Association (WCEA) to resume negotiations, as the prior agreement had expired on October 31, 2011. This was the second attempt on bargaining this agreement. On October 4, 2012, the City declared the negotiations at impasse. The City and WCEA held two sessions with a mediator which resulted in reaching tentative agreement on a contract settlement. However, this mediated tentative agreement was rejected by WCEA membership.

The state-required process for resolving the impasse proceeded to the fact-finding phase. A fact-finding panel was convened on January 22, 2013. At the conclusion of the fact-finding hearing, and at the request of the Administrative Hearing Officer, both parties agreed to mediate resolution of the contract. A subsequent mediation session was held on January 29, 2013, wherein representatives from both parties, again, agreed to a mediated tentative agreement.

This tentative agreement was ratified by the WCEA members on February 15, 2013.

**Discussion**

The City entered into negotiations seeking specific structural changes to how health and pension benefits are funded with the goal of reducing benefit costs and providing a degree of control over long-term costs. In addition, following multiple years of budget reductions, savings from a reduction in personnel benefit costs were sought in order provide resources needed to restore selected services and positions lost in prior year budget reductions.

Terms of the negotiated agreement are summarized as follows:

|                       | <u><b>Year 1</b></u>                                                                                                                                                                 | <u><b>Year 2</b></u>                                                                                 | <u><b>Year 3</b></u>            | <u><b>Year 4</b></u>                                                                                 |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------|
| Pension Contributions | Employees pays 4% towards Employee Contribution                                                                                                                                      | Employees pays an additional 2%                                                                      | Employees pays an additional 2% | Employees pay an additional 1%                                                                       |
| Medical Benefits      | The City pays up to 90% of the third highest CalPERS premium; future premium increases capped at 12%<br><br>Elimination of employee “cash back” Reduction in medical opt-out payment | The City pays up to 85% of the third highest CalPERS premium; future premium increases capped at 12% |                                 | The City pays up to 80% of the third highest CalPERS premium; future premium increases capped at 12% |
| COLA                  | 0%                                                                                                                                                                                   | 0%                                                                                                   | 2%<br>(7/1/2014)                | 1% (3/1/2015)<br>1% (1/1/2016)                                                                       |

*Other Changes include:*

|                         |                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Overtime                | Modifies existing language to provide that overtime shall be paid on hours in paid status (excluding sick leave).                                                                                                                                                                                                                                                                        |
| Retiree Medical Benefit | For employees hired prior to July 1, 2006, the new agreement requires 10-years of consecutive service with the City of Woodland for eligibility to receive retiree medical benefits under CalPERS. (The previous agreement required 5-years of CalPERS service).<br><br>Parties further agree to meet and confer to impasse and imposition on restructuring the retiree medical program. |

**Conclusion**

This agreement a significant step in working with employee bargaining groups on restructuring personnel benefits to further the City’s goal long-term fiscal stability.

Staff recommends that the City Council adopt the Resolution No \_\_\_\_ to implement a four year agreement (July 1, 2012 through June 30, 2016) with the Woodland City Employee Association.

**SUBJECT:** Adopt Resolution to Approve Terms and Conditions for Woodland City  
Employee Association

**PAGE: 3**  
**ITEM:**

Prepared by: Sheila McShane  
Human Resources Manager

Reviewed by: Kimberly McKinney  
Finance Officer

---

Paul Navazio  
City Manager

Attachment: Woodland City Employees Association Resolution

**MEMORANDUM OF UNDERSTANDING  
CONCERNING GENERAL SERVICE UNIT EMPLOYEES  
OF THE CITY OF WOODLAND**

The City of Woodland and the Woodland City Employee's Association representing employees employed by the City of Woodland in the classifications designated herein in Article I, Section I under the title "Application," by and through their authorized representatives hereby ratify as and for a memorandum of understanding the attached resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for General Services Unit Employees" including the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. In resolving questions of interpretation the Resolution shall be the primary source in all cases.

DATED: \_\_\_\_\_, 2013

\_\_\_\_\_  
Representative of the Woodland  
City Employee's Association

\_\_\_\_\_  
Representative of the City of Woodland

The foregoing resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this 5<sup>th</sup> day of March 2013.

\_\_\_\_\_  
Mayor

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR  
GENERAL SERVICES UNIT EMPLOYEES

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**ARTICLE I  
GENERAL PROVISIONS**

**1.1 Application**

1.1.1 This Resolution applies to employees in the following classifications:

| <u>CLASSIFICATION</u>                             | <u>RANGE</u> |
|---------------------------------------------------|--------------|
| ADMINISTRATIVE CLERK I                            | 28           |
| ADMINISTRATIVE CLERK II                           | 32           |
| ADMINISTRATIVE CLERK III                          | 36           |
| ADMINISTRATIVE SECRETARY                          | 42           |
| AQUATICS COORDINATOR                              | 32           |
| AQUATICS SUPERVISOR                               | 48           |
| BUILDING INSPECTOR I                              | 49           |
| BUILDING INSPECTOR II                             | 53           |
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| CONSERVATION COORDINATOR                          | 46           |
| ELECTRICAL SUPERVISOR                             | 58           |
| ELECTRICAL/ELECTRONICS/INSTRUMENTATION TECHNICIAN | 54           |
| ELECTRICIAN'S ASSISTANT                           | 43           |
| ENGINEERING AIDE I                                | 33           |
| ENGINEERING AIDE II                               | 37           |
| ENGINEERING ASSISTANT                             | 56           |
| ENGINEERING TECHNICIAN I                          | 44           |
| ENGINEERING TECHNICIAN II                         | 48           |
| ENGINEERING TECHNICIAN III                        | 52           |
| ENVIRONMENTAL COMPLIANCE INSPECTOR I              | 39           |
| ENVIRONMENTAL COMPLIANCE INSPECTOR II             | 43           |
| ENVIRONMENTAL COMPLIANCE SPECIALIST               | 49           |
| EQUIPMENT SERVICE CLERK                           | 32           |
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| FACILITY MAINTENANCE WORKER I                     | 35           |
| FACILITY MAINTENANCE WORKER II                    | 39           |
| FACILITY MAINTENANCE WORKER III                   | 43           |
| FINANCE CLERK I                                   | 32           |
| FINANCE CLERK II                                  | 37           |
| FINANCE CLERK III                                 | 41           |
| FINANCE SPECIALIST                                | 41           |
| FINANCE SUPERVISOR                                | 54           |
| HEAVY EQUIPMENT MECHANIC                          | 45           |
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| MAINTENANCE SUPERVISOR               | 51 |
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| PARK MAINTENANCE TECHNICIAN          | 46 |
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| PARK MAINTENANCE WORKER II           | 39 |
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| SENIOR BUILDING INSPECTOR            | 57 |
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1.1.2 For the purposes of implementing Section 2.10.4 and Section 5.3.1, the following classifications shall be considered "Supervisors":

Administrative Secretary  
Electrical Supervisor  
Finance Supervisor  
Maintenance/Utilities Maintenance Supervisor  
Park Supervisor  
Recreation/Aquatics Supervisor  
Senior Building Inspector  
Senior Tree Trimmer  
Signs and Marking Technician

## 1.2 **Term**

1.2.1 Except where the context otherwise determines or otherwise provides the provisions of this Resolution shall apply from July 1, 2012 to June 30, 2016 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by actions taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias-Brown (MMB) Act.

## 1.3 **Purpose**

1.3.1 WCEA and representatives of the City of Woodland have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the General Services Unit listed in Section 1.1.1 have exchanged freely information, opinions, and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer/employee relations of such employees.

1.3.2 This Memorandum of Understanding is entered into pursuant to the Meyers Milias-Brown Act and has been jointly prepared by the parties.

1.3.3 This Memorandum of Understanding shall be presented by the Association to the employees for ratification, and shall thereafter be presented to the Woodland City Council as the joint recommendations of the undersigned for salary and employee benefits adjustment for the period commencing July 1, 2012 and ending on June 30, 2016. Unless otherwise specified, changes contained herein shall become effective upon adoption by the City Council.

## 1.4 **Management Rights**

1.4.1 The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of election for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete

control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in the Agreement or applicable State or Federal laws.

## **1.5 Peaceful Performance**

1.5.1 No-Strike. The Association agrees that during the term of this Memorandum of Understanding neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions which would involve suspension of or interference with normal work of the department or other city departments.

1.5.2 In the event of any job action as described above; the Association will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

## **1.6 Association Recognition**

1.6.1 Woodland City Employees Association, hereinafter referred to as the "Association", is the recognized employee organization for General Services Unit employees as listed in Section 1.1. The City recognizes the exclusive right of the Association to represent members of the bargaining unit on all matters relating to employment conditions and employee/employer relations subject to the employee's right of self-representation pursuant to Government Code Section 3503. Employees may authorize dues deduction only for WCEA.

## **1.7 Maintenance of Membership**

1.7.1 Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Association member, or becomes an Association member, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this agreement. Any new employee covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Association, shall be subject to the same terms of continued membership as employees above.

1.7.2 Every employee who is a member of the Association shall have the right to withdraw from membership during the month of June each year. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.

1.7.3 Enforcement of this section shall be the responsibility of the Association, utilizing appropriate civil procedures. The Association shall indemnify and hold the City harmless from any and all claims, demands or suits, or any other action arising from this section.

## **ARTICLE II COMPENSATION**

### **2.1 Salary -**

2.1.1 During the term of this agreement, represented unit employees shall receive the following increases:

- Effective July 1, 2014, 2% increase (Exhibit A)
- Effective March 1, 2015, 1 % increase (Exhibit B)
- Effective January 1, 2016, 1 % increase (Exhibit C)

2.1.2 Retroactive Payment of Salaries. The City's practice of paying retroactive compensation stemming from ratification of Memoranda of Understanding is to pay retroactive compensation only to active employees at the time of the City Council's approval of the MOU. This practice is hereby memorialized in this agreement between the City and the Association.

### **2.2 Uniforms and Safety Equipment**

2.2.1 The City shall provide uniforms to employees in the classifications reflected in Exhibit D. The City will consult with the Association on any future changes to uniforms.

2.2.2 Employees in classifications reflected in Exhibit E are required to wear approved safety shoes/boots while in the performance of the duties of the classification when in any field or hazardous conditions or settings. Employees in these classifications shall receive an annual payment of \$200 towards the cost of safety shoes/boots. Payment will be made by separate check at the end of August each year. Failure to wear serviceable safety shoes/boots is a violation of this MOU and City of Woodland Personnel Rules.

2.2.3 The City shall reimburse any employee who is required by the department director to wear safety glasses for the cost of such glasses. The amount the City will pay for the frame portion of safety glasses is limited to the current allowance for regular glasses.

2.2.4 Employees required by their department director to wear uniform jackets shall have the jacket provided, and replaced on an as needed basis as determined by the department head.

### **2.3 Longevity Pay**

2.3.1 The City shall pay longevity pay according to the following schedule on the last payday before Christmas each year:

| <u>Length of Service</u> | <u>Amount</u> |
|--------------------------|---------------|
| 10 years                 | \$300         |
| 15 years                 | \$350         |
| 20 years                 | \$400         |

### **2.4 Call-Back Pay**

2.4.1 Employees who are physically called back to work after the completion of their regular shifts shall be compensated at the rate of time and one-half for all time worked. There shall be a minimum call-back time of two (2) hours. Employees called out between the hours of 10:00 p.m. and 5:00 a.m. and not assigned to stand-by shall receive a minimum call-back of three (3) hours.

## 2.5 **Stand-by Pay**

2.5.1 Standby assignments shall be governed by the City stand-by policy dated May 2010.

2.5.2 Employees assigned and required to be on stand-by status shall be compensated at the flat rate of twenty-five (\$25) dollars per weekday and thirty-three and 25/100s (\$33.25) dollars each Saturday, Sunday and Holiday. Employees serving stand-by while on an unpaid furlough day will be compensated at the \$33.25 (Saturday, Sunday and Holiday) rate.

## 2.6 **Promotional Pay**

2.6.1 The City agrees that all promotions within the unit shall result in the minimum five percent (5 %) increase in pay for the affected employee.

2.6.2 Represented employees in or to be assigned to the journey level position of a split classification, shall be entitled to receive consideration for a merit salary step increase six (6) months after the reassignment.

## 2.7 **Acting Pay**

2.7.1 Employees assigned by their supervisor to perform substantially all the duties in a higher level classification shall receive an additional five percent (5%) of base pay as acting-pay compensation. Payment shall continue for the term of the assignment to the higher level classification duties. Acting assignments shall be limited to six (6) months, which may be extended an additional three (3) months on approval of the City Manager.

## 2.8 **Bilingual Pay**

2.8.1 The City shall maintain the existing bilingual policy. Designated bilingual employees shall receive additional compensation above their regular salary at a rate of one hundred and fifty (\$150) dollars month.

## 2.9 **Jury Duty Pay**

2.9.1 Employees shall be entitled to receive full pay in addition to any compensation received for serving as a member of a jury. This does not include Grand Jury duty.

## 2.10 **Overtime**

2.10.1 Unit employees shall receive overtime compensation at the rate of time and one-half for all hours worked in paid status in excess of forty hours per work week, excluding sick leave. Paid time off and scheduled unpaid furlough days shall be counted as time worked for overtime calculation purposes. Employees handling City business at home on the telephone shall be eligible

for overtime compensation in accordance with the Fair Labor Standards Act (time paid to the nearest 12-minute increment).

2.10.2 Employees shall have the option of choosing either paid overtime or compensatory time off. Paid time shall be calculated using the FLSA rate of pay. Compensatory time off may be accrued to a maximum of sixty (60) hours of any one time. Compensatory time off maximums may be waived for employees working alternative work schedules by mutual consent. Upon termination, employees shall be paid for any accrued compensatory time. Compensatory time accrued after sixty (60) hours will be paid in accordance with Section 2.10.1.

2.10.3 The provisions of section 2.10.2 above shall apply to Recreation and Aquatic Supervisors and Recreation Coordinators. It is mutually understood that Recreation and Aquatic Supervisors and Recreation Coordinators work flexible schedules. The City will not mandate split shifts for Recreation and Aquatic Supervisors and Recreation Coordinators.

2.10.4 Once annually, employees designated as Supervisory shall have the option of converting accrued compensatory time to cash.

### 2.11 **Shift Differential**

2.11.1 Employees who work in the Library between the hours of 5:00 p.m. to 9:00 p.m. shall receive a shift differential pay of \$.50 per hour. Effective July 1, 2006, this amount will be increased to \$.75 per hour.

2.11.2 Library employees who were employed as such on July 1, 1999, and who are required to work Sundays shall receive a thirty-five (\$35) dollar Sunday payment differential. Library employees hired after July 1, 1999 and those individuals hired specifically for the Sunday opening shall be assigned Sunday work without the Sunday differential.

### 2.12 **Flexible Spending Account**

2.12.1 The City agrees to maintain in effect the Section 125 program providing for pre-tax treatment of employee obligations for medical and dependent care costs.

## **ARTICLE III EDUCATION INCENTIVE**

### 3.1 **Education Reimbursement**

3.1.1 It is the policy of the City to encourage educational accomplishments of represented employees. Employees may take job related course work, or course work toward an AA, BA, or advance degree, or course work toward a job related certificate. Employees may request reimbursement of up to six hundred twenty-five (\$625) dollars per fiscal year. The details of the administration of this benefit are described in the Education Reimbursement Procedure Policy. The Human Resources Office will review all requests for course approval in consultation with the employee's department head in order to provide standard interpretation of the City's educational policy.

## ARTICLE IV MEDICAL AND RELATED BENEFITS

### 4.1 Medical Insurance

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

4.1.2 For Employees hired before April 23, 2007, the City provides a two tier medical benefits program:

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

4.1.2.1 Employees hired before April 23, 2007 who provides proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.2.2 Effective as soon as administratively possible, the City shall pay an amount equal to 90% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year (example - Kaiser 2013 family rate = \$1738.44 - City to pay a maximum of \$1564.60 towards the Kaiser family rate in January 2013).

4.1.2.3 Effective January 1, 2014 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

4.1.2.4 Effective January 1, 2015 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

4.1.2.5 Effective January 1, 2016 the City shall pay an amount equal to 80% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

4.1.3 For Employees hired on or after April 23, 2007, the City provides a three tier medical benefits program:

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

4.1.3.1 Employees hired after April 23, 2007 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.3.2 Effective January 1, 2013 the City shall pay an amount equal to 90% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year (example - Kaiser 2013 family rate = \$1738.44 - City to pay a maximum of \$1564.60 towards the Kaiser family rate in January 2013).

4.1.3.3 Effective January 1, 2014 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

4.1.3.4 Effective January 1, 2015 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

4.1.3.5 Effective January 1, 2016 the City shall pay an amount equal to 80% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

## **4.2 Medical Insurance Upon Retirement**

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

4.2.2 The parties agree to meet and confer to impasse and imposition on restructuring the retiree medical program. The parties agree to schedule the first meet and confer session no later than June 30, 2013.

4.2.3 For employees who were **hired before July 1, 2006**, and have ten years of continuous consecutive service with the City of Woodland are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

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

4.2.3.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.

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

4.2.3.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;

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

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

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

4.2.4.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.

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

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

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

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

4.2.4.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours)

with the value of 4 hours of salary being contributed to the employee's RHSP account.

#### **4.3 Dental Insurance**

4.3.1 For the term of this agreement, the City shall provide a Delta Dental Insurance program with benefits equivalent to that provided under the prior self-insurance plan including a \$2000 annual maximum benefit and a \$1000 lifetime maximum benefit for orthodontia (employee only and dependents 19 and under).

4.3.2 The City shall provide for coordination of dental benefits of married couples who are both City employees.

#### **4.4 Long Term Disability Insurance**

4.4.1 The City shall continue to provide a long term disability insurance plan at a coverage level currently in effect for all represented employees. Represented employees must meet eligibility requirements as prescribed in the program in order for City participation to begin and be maintained.

4.4.2 The City shall pay 100% of the applicable premium, and City shall continue to pay for the dollar equivalent of 100% of the applicable premium.

#### **4.5 Vision Insurance**

4.5.1 The City shall continue to supply vision insurance with a fifteen (\$15) dollar deductible at a coverage level currently in effect for all represented employees.

#### **4.6 Life Insurance**

4.6.1 The City shall continue life insurance for covered employees at forty thousand (\$40,000) dollars.

### **ARTICLE V LEAVES**

#### **5.1 Holidays**

5.1.1 City holidays to be observed by represented employees shall be:

January 1st (New Year's Day)  
Third Monday in January (Martin Luther King's Birthday)  
Third Monday in February (President's Day)  
Fourth Monday in May (Memorial Day)  
July 4th  
First Monday in September (Labor Day)

November 11th (Veteran's Day)  
Thanksgiving Day  
The Day after Thanksgiving Day  
Christmas Eve - 1/2 day (Observed last work day before Christmas)  
December 25th (Christmas Day)

5.1.2 In addition, each represented employee shall have sixteen (16) hours added to his/her vacation leave total as of July 1 each year.

5.1.3 Represented employees in permanent part-time positions shall receive pay for City holidays on a pro-rated basis regardless of whether they are scheduled to work on the holiday or not. The pro-rated holiday benefit to be received shall be equal to the employee's average daily work hours, regardless of the time they would have otherwise been scheduled to work.

5.1.4 All represented employees shall be paid at time and one-half their hourly rate of pay for each hour worked on a City holiday.

5.1.5 Library Holiday Observance. Because the City Library is subject to being open to the public seven days a week, special consideration is necessary for Library Holiday Observance of City holidays. The following applies to library employees covered by this Memorandum of Understanding and has been developed in conjunction with the City, the Association and the Woodland City Library Board.

5.1.5.1 Holidays falling on a Friday or Saturday. When a City-observed holiday falls either on a Friday or Saturday, the Library will be closed both Friday and Saturday. Employees will use 8 hours of City-provided holiday time for one of the two days. For the other of the two day observance, if not regularly scheduled off, employees will either work during their regularly scheduled day-off the following week or charge the time to vacation leave or compensatory time-off balance. In such instances, the employee will decide if he/she will work on their scheduled day off or take vacation/compensatory time-off.

5.1.5.2 Holidays falling on a Sunday or Monday. When a City-observed holiday falls either on a Sunday or Monday, the Library will be closed both Sunday and Monday. Employees will use 8 hours of City-provided holiday time for one of the two days. For the second of the two day observance, employees will either work during their regularly scheduled day off the following week or charge the time to vacation leave or compensatory time-off balance. In such instances, the employee will decide if he/she will work on their scheduled day off or take vacation/compensatory time-off. The provision of this paragraph applies only when the Library is operating a seven-day a week schedule.

5.1.5.3 Thanksgiving Holiday. Notwithstanding the provisions of paragraph 5.1.5.1 above, the City observed Thanksgiving Holiday will be Thanksgiving Day and the Day after Thanksgiving Day. The Library will be open on the following Saturday and if on a seven day a week schedule the Library will be open the following Sunday. Overtime provisions of this MOU may apply to employees working on the Saturday and Sunday following the Thanksgiving Holidays.

5.1.5.4 Christmas Eve. As defined in paragraph 5.1.1, Christmas Eve is a half-day holiday observed the "last work day before Christmas." Employees will be required to work only four hours, from 8:00 a.m. until 12:00 noon, of their scheduled eight-hour work day. At the

discretion of the Library Director/Board, these four hours may include time that the library is open to the public.

## 5.2 **Vacation Leave**

5.2.1 The vacation leave earning rate for represented employees shall be as follows:

| <u>Years of Service</u> | <u>Vacation Earned Per Month</u> |
|-------------------------|----------------------------------|
| 0 to 3 years            | 6.7 hours                        |
| 4 to 5 years            | 8.7 hours                        |
| 6 to 10 years           | 11.34 hours                      |
| 11 to 15 years          | 13.34 hours                      |
| 16 to 20                | 15.34 hours                      |
| Over 20 years           | 16.67 hours                      |

5.2.2 Vacation accumulation maximum shall be 352 hours. However, employees who had more than 304 hours of accrued vacation on February 15, 2000 shall have their vacation accumulation maximum set at the amount in their vacation bank at that time, plus three (3) months accrual. At such time as their vacation accrual is reduced to 352 hours or below, the 352 hour limit shall apply. For the term of the agreement, all vacation accumulation maximums shall be increased by 100 hours.

## 5.3 **Payment in Lieu of Time-Off**

5.3.1 Employees designated as Supervisory, who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for two (2) weeks of the accrued time, provided the employee is taking at least one (1) consecutive week of vacation time off. Employees designated as non-supervisory shall have the option of receiving one (1) week of accrued time, provided the employee is taking at least one (1) week of vacation time off. Payment will be made at the straight time rate. No employee may buy out more than two (2) weeks of vacation per calendar year.

## 5.4 **Sick Leave**

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

5.4.2 Each employee has one (1) hour deducted from the employee's accrued sick leave time for each hour of sick leave taken.

5.4.3 In the event that a paid holiday occurs during a period when the employee is on sick leave, the holiday is not charged against the employee's accrued sick leave.

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

- a. Non-service related illness or injury to the employee or physical or mental incapacity of the employee due to non-service related illness or injury

- b. Medical or dental office or hospital visits for examination, diagnosis, or treatment.
- c. For regular full-time employees, up to 48 hours sick leave off with pay may be granted during a calendar year in the event of illness or disability of an employee's immediate family member or the birth or adoption of a child. Regular part-time employees shall receive a pro-rated benefit based on the number of sick leave hours accrued in a six (6) month period.

5.4.5 No employee is entitled to sick leave while absent from duty on account of any of the following causes:

- a. Sickness or injury sustained while on leave of absence without pay.
- b. Sickness or injury sustained from improper employee conduct as defined in the City's Personnel Rules Section 14.2.

5.4.6 In the event an employee uses all of the sick leave the employee has accrued, the employee may have any other paid leave days the employee has accrued deducted for each day or portion thereof he/she is absent due to illness, upon the approval of the supervisor. This deduction will continue until the employee either returns to work or uses all his/her accrued leave time. With the concurrence of the department head, the supervisor may allow the employee to take a leave of absence without pay if the employee does not have any paid leave time or sick leave remaining to his/her credit.

5.4.7 Upon separation, an employee is not entitled to receive salary for unused earned sick leave. Unused earned sick leave may be used as a credit in service retirement pursuant to contract provisions with the Public Employees' Retirement System as described in the Memorandums of Understanding.

## **5.5 Catastrophic Illness or Injury**

5.5.1 Represented employees may donate portions of their vacation or CTO accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donations of time from other employees must first exhaust all available vacation, compensatory time and sick leave.

## **ARTICLE VI RETIREMENT**

### **6.1 Retirement**

6.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

6.1.2 The formula in effect for Miscellaneous members hired on or before December 4, 2012 is the 2.7% @ 55 formula. Employees hired between December 5, 2012 and December 31, 2012 or who qualify as legatee members of PERS as defined by CalPERS, the retirement formula is 2 % @ 60 formula. Employees hired on or after January 1, 2013 formula is 2 % @ 62.

6.1.3 . Effective the first full pay period after ratification by the Association and approval by the City Council employees hired on or before December 31, 2012 will pay 4% towards the employee share of retirement and the City will pay 4% towards the employee share of retirement. Employees hired on or after January 1, 2013 shall pay 50% of normal cost as determined by CalPERS.

Effective January 1, 2014 employees hired on or before December 31, 2012 will pay an additional 2% towards the employee share of retirement for a total of 6% and the City will pay the remainder of the employee share towards retirement. Employees hired on or after January 1, 2013 shall pay 50% of normal cost as determined by CalPERS.

Effective July 1, 2015 employees hired on or before December 31, 2012 will pay an additional 2% towards the employee share of retirement for a total of 8%. Employees hired on or after January 1, 2013 shall pay 50% of normal cost as determined by CalPERS.

The parties agree that effective January 1, 2016 all employees in this unit shall pay an additional 1% towards the employers share consistent with CalPERS 20516 contract amendment requirements.

6.1.4 The City shall report the employees' retirement contribution of eight (8%) percent as special compensation. Pursuant to Section 20023 (c)(4) of the Public Employees Retirement Law, this retirement contribution (8% percent) shall then be considered compensation for retirement purposes.

6.1.5 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 20862.8.

6.1.6 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20862.8

6.1.7 The City shall maintain the PERS single highest year option for all employees hired before December 4, 2012. All employees hired on or after December 5, 2012, PERS benefit is based on the highest three year average option.

## **ARTICLE VII ASSOCIATION RIGHTS AND SECURITY**

### **7.1 Communications**

7.1.1 The Association shall have the right to reasonable use of bulletin boards and City conference rooms and other facilities, to the extent that such usage does not interfere with official City use. The Association may be charged reasonable costs in conjunction with such use, consistent with normal City policy.

### **7.2 Association Officers and Official Representatives**

7.2.1 City employees who are official representatives or officers shall be given reasonable time off with pay to meet and confer or consult in scheduled meetings with management representatives. Association representatives designated by the Association (maximum of four) shall be granted a reasonable amount of release time for the processing of grievances. The City shall accrue no overtime or other costs resulting from the exercise of this right. Representatives shall be released to process grievances only upon authorization of their supervisor. If the supervisor is unable to release the representative for the time requested, the supervisor shall arrange a release time as soon as practicable thereafter. Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have an Association or other representative present if he/she so requests.

### 7.3 **Access to Employees**

7.3.1 Association representatives may have access to employees for purposes related to the administration of this Agreement. Representatives shall receive prior approval before entering City facilities and shall arrange visits during non-working hours. Access shall not interfere with work of the employee. Access to employees shall not be unreasonably withheld.

### 7.4 **Association Leave**

7.4.1 Elected officers of the Association shall be entitled to take leave with pay from work in order to perform Association business, but such leave shall be limited to an aggregate total of eight (8) hours per calendar month. Each employee taking such leave shall arrange a convenient time approved in advance by his/her immediate supervisor. Unused time shall not accumulate for use in future months, without prior written approval by the City's Personnel Officer.

7.4.2 Employees authorized by the Association President shall be entitled to use work in order to prepare and distribute an Association Newsletter. Such time off shall be taken only with advance approval by the employee's immediate supervisor and the maximum time off allowed, in the aggregate, shall be ten (10) hours per month. Unused time shall not accumulate for use in future months without prior written approval by the City's Personnel Officer.

### 7.5 **Advance Notice**

7.5.1 Except in cases of emergency as provided below in this subsection the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

7.5.2 In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Association shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

7.5.3 The City shall provide the Association with a copy of all job announcements. Upon hiring, the City shall provide the Association with the names of all hires within the bargaining unit.

7.5.4 The City shall notify the Association upon the commencement of any reclassification study.

## **7.6 New Hires**

7.6.1 When a person is hired in any classification represented by the Association, the City shall notify that person that the Association is the recognized employee organization of the employees in said classification and make available to that person, a copy of the current Memorandum of Understanding as well as an approved packet of information which has been supplied by the Association.

# **ARTICLE VIII WORKING CONDITIONS**

## **8.1 Rest Periods**

8.1.1 Each employee shall be granted a fifteen (15) minute rest period with pay in a time and location which will be scheduled by the Supervisor approximately mid-point in first one-half of the employees regular work shift and in the second one-half of the shift. The fifteen (15) minutes shall include from the time when work stops until it resumes. The rest period is to be a recess to be proceeded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure nor may it be taken in conjunction with the lunch hour nor may it be regarded as accumulated if not taken. Rest periods shall be scheduled in such a way as to minimize disruption of the normal work period.

## **8.2 Training**

8.2.1 To the extent practical, Unit employees will be afforded the opportunity to cross train in other departments/functions. The parties specifically acknowledge that cross-training is mutually beneficial and is encouraged.

8.2.2 Entry level unit employees will be provided reasonable job counseling as to training and experience required for advancement. To the extent practical, employees will be allowed to operate equipment on a training basis. No claim for out of classification pay shall be made when training on equipment.

8.2.3 The City will provide necessary hazardous materials training for all employees who may have contact with hazardous materials in the course of their employment.

## **8.3 Tools**

8.3.1 In trades where the tools or equipment are normally owned by the employee, the City may require that the employee furnish his/her own hand tools. In such event, the City will provide a safe place for the storage of said tools.

8.3.2 The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by September 1 of each year.

8.3.3 The City shall fully compensate all bargaining unit employees for tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in an approved inventory and are stored in a place designated by the City.

8.3.4 The City will provide an annual tool reimbursement allowance of \$500 per fiscal year for employees in the classifications of: Senior Equipment Mechanic, Heavy Equipment Mechanic and Light Equipment Mechanic.

#### **8.4 Work Hours for City Hall Employees**

8.4.1 The work hours for employees working in City Hall shall normally be 8:00 a.m. to 5:00 p.m., unless alternative hours are established as outlined below.

8.4.2 A department head may establish alternative work schedules for employees of his/her department.

8.4.3 Any employee or group of employees desiring an alternative schedule may request, in writing, that the department establish such a schedule. Such a request shall be considered by the department head, who may accept or reject it. If such a request is denied, the department head shall explain the reasons.

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

- a. Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.
- b. Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during five (5) work days at other than traditionally scheduled hours for the assigned shift.
- c. Other schedules approved by the department head.

8.4.5 Alternative work schedules may be discontinued by the department head at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of effected employees, the department head shall meet and discuss the discontinuance of an alternative work schedule prior to terminating the schedule.

#### **8.5 Contracting Out**

8.5.1 The City shall notify the Association of any formal consideration made by the City Council for the contracting of services presently performed by represented employees. Whenever the City contemplates contracting such services, the City shall endeavor to have the new contractor give first consideration for employment opportunities to represented employees who would be displaced from their job as a result of the contract.

8.5.2 The City retains the right to decide to contract out prior to beginning negotiations. However, the City shall negotiate the effect of contracting out with the Association prior to taking any further action to contract out.

#### **8.6 Introduction of New Technology**

8.6.1 The City agrees to meet and confer over impacts but not the decision to implement the use of new technology.

#### **8.7 Reclassification Procedures**

8.7.1 Employees who believe that their job duties have materially changed to the extent that their position is no longer properly classified may request that their position be subject to a study.

8.7.2 The request shall be made to the employee's department head. The department head shall forward the request to the City Manager with his/her recommendations to the City Manager within ten (10) working days. The City Manager shall arrange, within ten (10) working days, for whatever job classification study the Manager believes is necessary and appropriate. The study shall be completed within ninety (90) working days. Any recommendations for change in the employee's classification shall be submitted to the City Council for consideration with the submittal of the fiscal year's preliminary budget.

8.7.3 If a recommendation results in the addition of a new classification to the City's Classification Plan, the City shall notify the recognized employee representative and, upon request, meet and confer regarding the salary proposed for the new classification.

#### **8.8 Alternative Transportation Program**

8.8.1 The City shall retain the existing Alternative Transportation Program only for those members of the Association who were enrolled on July 1, 2006.

#### **8.9 Probationary Period**

8.9.1 New employees and employees promoted are normally eligible for a merit step increase upon satisfactory completion of the twelve (12) month probationary period. Nothing herein shall preclude the City from accelerating the award of merit step increases prior to the completion of probationary periods.

#### **8.10 Other Working Conditions Not Set Forth Herein**

8.10.1 Other working conditions not set forth herein for employees covered by this Resolution shall continue as applicable on June 30, 2010 unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

## **ARTICLE IX GRIEVANCES**

### **9.1 Grievances**

9.1.1 The purpose of the Grievance Procedure is to:

- a. Afford employees a systematic means of obtaining consideration of concerns or problems.
- b. Provide that grievances are settled as near as possible to the point of origin.
- c. Provide that appeals are conducted as informally as possible.

9.1.2 Any alleged violation of this agreement or the Personnel Rules and Regulations, any alleged improper treatment of an employee, or any decision affecting an employee's employment is considered to be a matter subject to review through the grievance procedure (except as they relate to disciplinary matters as set forth in Rule 14).

### **9.2 Grievance Procedures**

9.2.1 Step One - An attempt must be made to resolve all grievances on an informal basis between the employee and the immediate supervisor. It is the responsibility of the employee and the immediate supervisor. It is the responsibility of the employee to initiate this process within ten (10) calendar days of the date when the aggrieved action or incident became known to the employee.

9.2.2 Step Two - If the grievance is not satisfactorily resolved on an informal basis, the grievance is submitted in writing to the employee's immediate supervisor within ten (10) calendar days after the informal decision of the immediate supervisor. The supervisor must deliver his/her answer in writing to the employee within ten (10) calendar days after receiving the appeal.

9.2.3 Step Three - If the grievance is not satisfactorily resolved at the second step, the employee shall present the grievance to his/her supervisor's immediate supervisor within ten (10) calendar days after receipt of the written decision of his/her supervisor. The supervisor receiving the appeal shall render a decision, in writing, and return it to the employee within ten (10) calendar days after receiving the appeal.

9.2.4 Step Four - If the grievance is not satisfactorily resolved at the third step, it shall be submitted in writing to the department head within ten (10) calendar days after the supervisor's decision in writing to the employee within ten (10) calendar days after submission of the grievance to the department head.

9.2.5 Step Five - If the grievance is not satisfactorily resolved at the fourth step, it shall be submitted in writing to the Personnel Officer within ten (10) calendar days after the department head's answer is received. The Personnel Officer may designate a fact-finding committee, an officer not in the normal line of supervision, or the Personnel Board to investigate and provide

advice concerning the appeal. The Personnel Officer shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

9.2.6 Unit employee may request that the service of the California Mediation and Conciliation Service be used prior to the Step Five of this rule. If utilized, the mediator shall attempt to mediate a settlement to the grievance. If the grievance is not solved through the mediation, it shall then proceed to the Fifth Step. All time limits of the grievance procedure shall be waived pending completion of the mediation process. At the end of the process, time limits shall be reinstated.

### 9.3 **Conduct of Grievance Procedure**

9.3.1 Time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

9.3.2 The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal to any level of review.

9.3.3 The employee and his/her representative shall be privileged to use a reasonable amount of work time as determined by the appropriate department head or supervisor in conferring about and presenting the appeal.

9.3.4 Employee shall be assured freedom from reprisal for using the grievance procedure.

9.3.5 Grievance documents shall be filed separately from an employee's personnel file.

## **ARTICLE X SAFETY**

### 10.1 **Safety**

10.1.1 The City agrees to provide a place of employment which shall be safe and healthful for the employees therein and shall furnish and use safety devices and safeguards, and shall adopt and use methods and processes adequate to render such places of employment safe and healthful; and shall do every other thing necessary to protect life, health and safety of such employees. The City shall repair and maintain every place of employment as to render it safe and healthful. The term "safe and healthful" or "safety and health" as applied to employment or place of employment shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health and safety of employees.

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the employer to ensure the safety of its employees and compliance by them with the safety rules herein.

10.1.2 The City agrees that all machinery, equipment and facilities the City furnishes shall meet with all required legal standards of safety and sanitation.

10.1.3 Accident records shall be kept and maintained by the City and shall be made available on request to departmental safety committees.

**ARTICLE XI  
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN**

**11.1 Other Compensable Items Not Set Forth Herein**

11.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on June 30, 2012 unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

**ARTICLE XII  
INTEREST CARDS**

**12.1 Interest Cards**

12.1.1 The City shall establish a system whereby current employees may submit interest cards providing notice of their interest in transfer and/or promotional opportunities.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

\_\_\_\_\_  
Mayor

STATE OF CALIFORNIA )  
                                  )  
COUNTY OF YOLO     )

I, Ana Gonzalez, City Clerk of the City of Woodland in Yolo County, California, hereby certify this Resolution to be a full, true and correct copy of the record of the action taken by the City Council of the City of Woodland, by vote of the members present, as the same appears in the official minutes of said Council at its meeting.

DATED: \_\_\_\_\_, 2013

\_\_\_\_\_  
Ana Gonzalez, Woodland City Clerk

**Exhibit A**  
**City of Woodland**  
**General Services Unit**  
**Salary Range Schedule**  
**Effective July 1, 2014**

| Salary<br>Range | STEPS      |            |            |            |            |
|-----------------|------------|------------|------------|------------|------------|
|                 | A          | B          | C          | D          | E          |
| 24              | \$2,116.90 | \$2,222.74 | \$2,333.88 | \$2,450.57 | \$2,573.10 |
| 25              | \$2,169.83 | \$2,278.31 | \$2,392.23 | \$2,511.84 | \$2,637.43 |
| 26              | \$2,224.07 | \$2,335.27 | \$2,452.03 | \$2,574.63 | \$2,703.37 |
| 27              | \$2,279.67 | \$2,393.65 | \$2,513.33 | \$2,639.01 | \$2,770.95 |
| 28              | \$2,336.66 | \$2,453.49 | \$2,576.16 | \$2,704.98 | \$2,840.22 |
| 29              | \$2,395.07 | \$2,514.83 | \$2,640.58 | \$2,772.60 | \$2,911.23 |
| 30              | \$2,454.96 | \$2,577.70 | \$2,706.59 | \$2,841.91 | \$2,984.01 |
| 31              | \$2,516.33 | \$2,642.15 | \$2,774.25 | \$2,912.97 | \$3,058.61 |
| 32              | \$2,579.23 | \$2,708.19 | \$2,843.61 | \$2,985.78 | \$3,135.07 |
| 33              | \$2,643.72 | \$2,775.90 | \$2,914.70 | \$3,060.43 | \$3,213.45 |
| 34              | \$2,709.81 | \$2,845.30 | \$2,987.56 | \$3,136.94 | \$3,293.79 |
| 35              | \$2,777.55 | \$2,916.44 | \$3,062.25 | \$3,215.37 | \$3,376.14 |
| 36              | \$2,846.99 | \$2,989.34 | \$3,138.81 | \$3,295.75 | \$3,460.53 |
| 37              | \$2,918.17 | \$3,064.08 | \$3,217.28 | \$3,378.15 | \$3,547.05 |
| 38              | \$2,991.12 | \$3,140.68 | \$3,297.71 | \$3,462.59 | \$3,635.73 |
| 39              | \$3,065.90 | \$3,219.19 | \$3,380.16 | \$3,549.16 | \$3,726.62 |
| 40              | \$3,142.55 | \$3,299.68 | \$3,464.65 | \$3,637.89 | \$3,819.79 |
| 41              | \$3,221.11 | \$3,382.17 | \$3,551.27 | \$3,728.83 | \$3,915.28 |
| 42              | \$3,301.64 | \$3,466.73 | \$3,640.05 | \$3,822.06 | \$4,013.16 |
| 43              | \$3,384.18 | \$3,553.38 | \$3,731.06 | \$3,917.62 | \$4,113.50 |
| 44              | \$3,468.79 | \$3,642.23 | \$3,824.34 | \$4,015.56 | \$4,216.33 |
| 45              | \$3,555.51 | \$3,733.28 | \$3,919.94 | \$4,115.94 | \$4,321.74 |
| 46              | \$3,644.39 | \$3,826.61 | \$4,017.94 | \$4,218.84 | \$4,429.78 |
| 47              | \$3,735.51 | \$3,922.28 | \$4,118.39 | \$4,324.31 | \$4,540.53 |
| 48              | \$3,828.89 | \$4,020.33 | \$4,221.35 | \$4,432.42 | \$4,654.04 |
| 49              | \$3,924.61 | \$4,120.84 | \$4,326.88 | \$4,543.23 | \$4,770.39 |
| 50              | \$4,022.73 | \$4,223.86 | \$4,435.05 | \$4,656.81 | \$4,889.65 |
| 51              | \$4,123.30 | \$4,329.46 | \$4,545.94 | \$4,773.23 | \$5,011.89 |
| 52              | \$4,226.38 | \$4,437.69 | \$4,659.58 | \$4,892.56 | \$5,137.19 |
| 53              | \$4,332.03 | \$4,548.64 | \$4,776.07 | \$5,014.87 | \$5,265.62 |
| 54              | \$4,440.34 | \$4,662.36 | \$4,895.47 | \$5,140.25 | \$5,397.26 |
| 55              | \$4,551.34 | \$4,778.91 | \$5,017.86 | \$5,268.75 | \$5,532.18 |
| 56              | \$4,665.13 | \$4,898.39 | \$5,143.31 | \$5,400.47 | \$5,670.50 |
| 57              | \$4,781.76 | \$5,020.85 | \$5,271.89 | \$5,535.48 | \$5,812.26 |
| 58              | \$4,901.30 | \$5,146.37 | \$5,403.68 | \$5,673.87 | \$5,957.57 |

Woodland City Employees Association  
Memorandum of Understanding  
July 1, 2012 to June 30, 2016

|    |            |            |            |            |            |
|----|------------|------------|------------|------------|------------|
| 59 | \$5,023.84 | \$5,275.02 | \$5,538.77 | \$5,815.71 | \$6,106.51 |
| 60 | \$5,149.43 | \$5,406.90 | \$5,677.25 | \$5,961.10 | \$6,259.17 |
| 61 | \$5,278.16 | \$5,542.07 | \$5,819.17 | \$6,110.13 | \$6,415.64 |
| 62 | \$5,410.12 | \$5,680.62 | \$5,964.65 | \$6,262.89 | \$6,576.03 |
| 63 | \$5,545.37 | \$5,822.64 | \$6,113.77 | \$6,419.45 | \$6,740.43 |

**Exhibit B**  
**City of Woodland**  
**General Services Unit**  
**Salary Range Schedule**  
**Effective March 1, 2015**

| Salary<br>Range | STEPS             |            |            |            |            |
|-----------------|-------------------|------------|------------|------------|------------|
|                 | A                 | B          | C          | D          | E          |
| <b>24</b>       | <b>\$2,138.07</b> | \$2,244.97 | \$2,357.22 | \$2,475.08 | \$2,598.83 |
| <b>25</b>       | <b>\$2,191.52</b> | \$2,301.10 | \$2,416.15 | \$2,536.96 | \$2,663.81 |
| 26              | \$2,246.31        | \$2,358.62 | \$2,476.55 | \$2,600.38 | \$2,730.40 |
| 27              | \$2,302.47        | \$2,417.59 | \$2,538.46 | \$2,665.40 | \$2,798.66 |
| 28              | \$2,360.02        | \$2,478.02 | \$2,601.92 | \$2,732.03 | \$2,868.62 |
| 29              | \$2,419.02        | \$2,539.98 | \$2,666.98 | \$2,800.33 | \$2,940.35 |
| 30              | \$2,479.51        | \$2,603.48 | \$2,733.66 | \$2,870.33 | \$3,013.85 |
| 31              | \$2,541.49        | \$2,668.57 | \$2,801.99 | \$2,942.10 | \$3,089.20 |
| 32              | \$2,605.03        | \$2,735.27 | \$2,872.04 | \$3,015.64 | \$3,166.42 |
| 33              | \$2,670.15        | \$2,803.66 | \$2,943.85 | \$3,091.03 | \$3,245.58 |
| 34              | \$2,736.91        | \$2,873.75 | \$3,017.44 | \$3,168.31 | \$3,326.73 |
| 35              | \$2,805.33        | \$2,945.60 | \$3,092.88 | \$3,247.52 | \$3,409.90 |
| 36              | \$2,875.46        | \$3,019.24 | \$3,170.19 | \$3,328.71 | \$3,495.14 |
| 37              | \$2,947.35        | \$3,094.72 | \$3,249.46 | \$3,411.93 | \$3,582.52 |
| 38              | \$3,021.03        | \$3,172.09 | \$3,330.69 | \$3,497.22 | \$3,672.09 |
| 39              | \$3,096.55        | \$3,251.38 | \$3,413.96 | \$3,584.65 | \$3,763.89 |
| 40              | \$3,173.97        | \$3,332.68 | \$3,499.30 | \$3,674.27 | \$3,857.99 |
| 41              | \$3,253.32        | \$3,415.99 | \$3,586.79 | \$3,766.12 | \$3,954.43 |
| 42              | \$3,334.65        | \$3,501.39 | \$3,676.45 | \$3,860.28 | \$4,053.29 |
| 43              | \$3,418.02        | \$3,588.92 | \$3,768.37 | \$3,956.79 | \$4,154.63 |
| 44              | \$3,503.47        | \$3,678.65 | \$3,862.58 | \$4,055.71 | \$4,258.50 |
| 45              | \$3,591.06        | \$3,770.61 | \$3,959.14 | \$4,157.10 | \$4,364.96 |
| 46              | \$3,680.83        | \$3,864.88 | \$4,058.12 | \$4,261.03 | \$4,474.08 |
| 47              | \$3,772.86        | \$3,961.50 | \$4,159.58 | \$4,367.55 | \$4,585.94 |
| 48              | \$3,867.18        | \$4,060.53 | \$4,263.57 | \$4,476.74 | \$4,700.58 |
| 49              | \$3,963.86        | \$4,162.05 | \$4,370.15 | \$4,588.67 | \$4,818.09 |
| 50              | \$4,062.95        | \$4,266.10 | \$4,479.40 | \$4,703.38 | \$4,938.54 |
| 51              | \$4,164.53        | \$4,372.76 | \$4,591.40 | \$4,820.97 | \$5,062.01 |
| 52              | \$4,268.64        | \$4,482.07 | \$4,706.18 | \$4,941.49 | \$5,188.56 |
| 53              | \$4,375.35        | \$4,594.13 | \$4,823.83 | \$5,065.02 | \$5,318.27 |
| 54              | \$4,484.74        | \$4,708.98 | \$4,944.42 | \$5,191.65 | \$5,451.23 |
| 55              | \$4,596.86        | \$4,826.70 | \$5,068.04 | \$5,321.44 | \$5,587.51 |
| 56              | \$4,711.78        | \$4,947.37 | \$5,194.74 | \$5,454.48 | \$5,727.20 |

Woodland City Employees Association  
Memorandum of Understanding  
July 1, 2012 to June 30, 2016

|    |            |            |            |            |            |
|----|------------|------------|------------|------------|------------|
| 57 | \$4,829.58 | \$5,071.06 | \$5,324.61 | \$5,590.83 | \$5,870.38 |
| 58 | \$4,950.32 | \$5,197.83 | \$5,457.72 | \$5,730.61 | \$6,017.14 |
| 59 | \$5,074.07 | \$5,327.77 | \$5,594.16 | \$5,873.87 | \$6,167.57 |
| 60 | \$5,200.92 | \$5,460.97 | \$5,734.02 | \$6,020.72 | \$6,321.76 |
| 61 | \$5,330.95 | \$5,597.49 | \$5,877.36 | \$6,171.23 | \$6,479.79 |
| 62 | \$5,464.22 | \$5,737.43 | \$6,024.30 | \$6,325.52 | \$6,641.79 |
| 63 | \$5,600.83 | \$5,880.87 | \$6,174.91 | \$6,483.65 | \$6,807.83 |

**Exhibit C**  
**City of Woodland**  
**General Services Unit**  
**Salary Range Schedule**  
**Effective January 1, 2016**

| Salary<br>Range | STEPS      |            |            |            |            |
|-----------------|------------|------------|------------|------------|------------|
|                 | A          | B          | C          | D          | E          |
| 24              | \$2,159.45 | \$2,267.42 | \$2,380.79 | \$2,499.83 | \$2,624.82 |
| 25              | \$2,213.44 | \$2,324.11 | \$2,440.31 | \$2,562.33 | \$2,690.45 |
| 26              | \$2,268.77 | \$2,382.21 | \$2,501.31 | \$2,626.38 | \$2,757.70 |
| 27              | \$2,325.49 | \$2,441.77 | \$2,563.85 | \$2,692.05 | \$2,826.65 |
| 28              | \$2,383.62 | \$2,502.80 | \$2,627.94 | \$2,759.35 | \$2,897.31 |
| 29              | \$2,443.21 | \$2,565.38 | \$2,693.65 | \$2,828.33 | \$2,969.75 |
| 30              | \$2,504.30 | \$2,629.52 | \$2,760.99 | \$2,899.04 | \$3,043.99 |
| 31              | \$2,566.91 | \$2,695.25 | \$2,830.01 | \$2,971.52 | \$3,120.09 |
| 32              | \$2,631.08 | \$2,762.63 | \$2,900.76 | \$3,045.80 | \$3,198.09 |
| 33              | \$2,696.86 | \$2,831.69 | \$2,973.29 | \$3,121.94 | \$3,278.04 |
| 34              | \$2,764.28 | \$2,902.49 | \$3,047.61 | \$3,199.99 | \$3,360.00 |
| 35              | \$2,833.38 | \$2,975.06 | \$3,123.81 | \$3,280.00 | \$3,444.00 |
| 36              | \$2,904.22 | \$3,049.43 | \$3,201.90 | \$3,362.00 | \$3,530.09 |
| 37              | \$2,976.82 | \$3,125.67 | \$3,281.95 | \$3,446.05 | \$3,618.35 |
| 38              | \$3,051.24 | \$3,203.81 | \$3,363.99 | \$3,532.19 | \$3,708.81 |
| 39              | \$3,127.52 | \$3,283.90 | \$3,448.10 | \$3,620.50 | \$3,801.53 |
| 40              | \$3,205.71 | \$3,366.00 | \$3,534.29 | \$3,711.01 | \$3,896.57 |
| 41              | \$3,285.85 | \$3,450.15 | \$3,622.65 | \$3,803.78 | \$3,993.98 |
| 42              | \$3,368.00 | \$3,536.41 | \$3,713.22 | \$3,898.89 | \$4,093.82 |
| 43              | \$3,452.20 | \$3,624.81 | \$3,806.05 | \$3,996.36 | \$4,196.18 |
| 44              | \$3,538.51 | \$3,715.43 | \$3,901.21 | \$4,096.27 | \$4,301.08 |
| 45              | \$3,626.97 | \$3,808.32 | \$3,998.73 | \$4,198.68 | \$4,408.61 |
| 46              | \$3,717.64 | \$3,903.53 | \$4,098.70 | \$4,303.64 | \$4,518.82 |
| 47              | \$3,810.59 | \$4,001.12 | \$4,201.17 | \$4,411.23 | \$4,631.79 |
| 48              | \$3,905.85 | \$4,101.14 | \$4,306.20 | \$4,521.51 | \$4,747.58 |
| 49              | \$4,003.50 | \$4,203.67 | \$4,413.85 | \$4,634.55 | \$4,866.27 |
| 50              | \$4,103.58 | \$4,308.76 | \$4,524.20 | \$4,750.41 | \$4,987.93 |
| 51              | \$4,206.18 | \$4,416.48 | \$4,637.31 | \$4,869.17 | \$5,112.63 |
| 52              | \$4,311.33 | \$4,526.89 | \$4,753.24 | \$4,990.90 | \$5,240.45 |
| 53              | \$4,419.11 | \$4,640.07 | \$4,872.07 | \$5,115.67 | \$5,371.46 |
| 54              | \$4,529.59 | \$4,756.07 | \$4,993.87 | \$5,243.57 | \$5,505.74 |
| 55              | \$4,642.82 | \$4,874.97 | \$5,118.72 | \$5,374.65 | \$5,643.38 |
| 56              | \$4,758.90 | \$4,996.84 | \$5,246.69 | \$5,509.02 | \$5,784.47 |
| 57              | \$4,877.87 | \$5,121.77 | \$5,377.86 | \$5,646.74 | \$5,929.08 |
| 58              | \$4,999.82 | \$5,249.81 | \$5,512.30 | \$5,787.92 | \$6,077.31 |

Woodland City Employees Association  
Memorandum of Understanding  
July 1, 2012 to June 30, 2016

|    |            |            |            |            |            |
|----|------------|------------|------------|------------|------------|
| 59 | \$5,124.82 | \$5,381.05 | \$5,650.10 | \$5,932.61 | \$6,229.25 |
| 60 | \$5,252.93 | \$5,515.58 | \$5,791.36 | \$6,080.92 | \$6,384.98 |
| 61 | \$5,384.25 | \$5,653.46 | \$5,936.14 | \$6,232.94 | \$6,544.59 |
| 62 | \$5,518.86 | \$5,794.81 | \$6,084.54 | \$6,388.78 | \$6,708.21 |
| 63 | \$5,656.83 | \$5,939.67 | \$6,236.65 | \$6,548.48 | \$6,875.91 |

**Exhibit D**

**Classifications Provided Uniforms at City Expense**

Electrical Supervisor  
Electrical/Electronic/Instrumentation Technician  
Electrician's Assistant  
Environmental Compliance Inspector I and II  
Environmental Compliance Specialist  
Equipment Mechanic, Light, Heavy and Senior  
Equipment Service Worker  
Equipment Service Clerk  
Facility Maintenance Worker I, II and III  
Laboratory Technician I and II  
Maintenance Supervisor  
Maintenance Worker I, II, III and Senior  
Park Supervisor  
Park Maintenance Technician  
Park Maintenance Worker I, II and III  
Pool Facilities Technician  
Signs and Marking Technician  
Tree Trimmer I, II and Senior  
Treatment Plant Mechanic  
Utility Maintenance Worker I, II, III and Supervisor  
Water Pollution Control Operator OIT, I, II, III and IV  
Water Systems Operator I and II

**Exhibit E**  
**Classifications Required to Wear Safety Shoes/Boots**

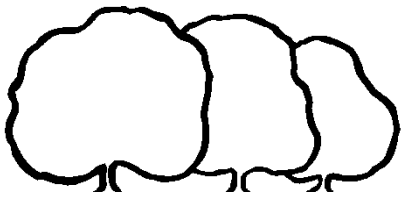
**Effective Date**  
August 2006

**Amount**  
\$200

Upon hire into these classifications, an individual shall receive a prorated amount equal to the months remaining until the next scheduled August payment

Building Inspector I, II and Senior  
Code Compliance Officer I and II  
Electrical Supervisor  
Electrical/Electronic/Instrumentation Technician  
Electrician's Assistant  
Engineering Aides and Engineering Technicians\*  
Environmental Compliance Inspector I and II  
Environmental Compliance Specialist  
Equipment Mechanic, Light, Heavy and Senior  
Equipment Service Worker  
Equipment Service Clerk  
Facility Maintenance Worker I, II and III  
Laboratory Technician I and II  
Maintenance Supervisor  
Maintenance Worker I, II, III and Senior  
Park Maintenance Technician  
Park Maintenance Worker I, II and III  
Park Supervisor  
Pool Facilities Technician  
Signs and Marking Technician  
Stock Clerk  
Storekeeper  
Treatment Plant Mechanic  
Tree Trimmer I, II and Senior  
Utilities Maintenance Supervisor  
Utilities Maintenance Worker  
Water Pollution Control Operator OIT, I, II, III and IV  
Water Systems Operator I and II

\* NOTE: Engineering Assistant and Senior Engineering Assistant do not receive Safety Shoe/Boot Allowance



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Long Range Calendar

### **Recommendation for Action**

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

### **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 meetings.

Prepared by: Ana Gonzalez  
City Clerk

Reviewed by: Paul Navazio  
City Manager

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Paul Navazio  
City Manager

Attachment

# COUNCIL LONG RANGE CALENDAR

Items subject to removal and/or rescheduling

## **Tuesday, March 19, 2013**

### **Reports due 3/5**

### **Regular Meeting**

#### **Presentations**

American Red Cross Proclamation

#### **Consent**

Water Meter Project Phase 3 Award Contract, CIP 12-09

Award Construction Contract for the Water Meter Pavement Mntnc Project, CIP 12-10

Accept Construction Contract for Parks Irrigation Rehabilitation Phase 3, CIP 10-01

Approve Final map and Subdiv. Improvement Agreement for Map No. 5019 Meikle 4C & A

Landscape RFP – PW

Vehicle Funding – PW

Conflict of Interest Code

#### **Public Hearing**

Parkview – Specific Plan Amendment, Tentative Map #5004 and DA

#### **Reports of the City Manager**

Authorization to Establish Retiree Medical Trust Fund – HR

Report from Council Sub-Committee: California Voting Rights Act (District Elections)

## **Tuesday, March 26, 2013**

### **Reports due 3/5**

### **Study Session**

Spring Budget Workshop (Tentative)

## **Tuesday, April 2, 2013**

### **Reports due 3/20**

### **Regular Meeting**

Adopt an Intent to Vacate and Set Public Hearing for excess land on Oak Ave. and Sixth St.

YMCA Fitness & Wellness Center Lease

Hensel-Phelps Lease (United Way)

## **Tuesday, April 16, 2013**

### **Reports due 3/20**

### **Regular Meeting**

Hold Public Hearing & Adopt Resolution Vacating Property

CDD Quarterly Status Report

Measure E Spending Plan

## **WOODLAND GENERAL PLAN UPDATE – UPCOMING EVENTS**

### **2013**

May 21 City Council #2 (submit draft Housing Element to HCD)  
Jun 11 Combined CC#3/PC #4 (direction for alternatives)  
Sep 17 City Council #4 (adopt Housing Element) (submit to HCD no later than 10/18)  
Oct 10 Combined CC#5/PC#6 (preferred land use plan; policy development)  
Oct 15 Combined CC#6/PC#7 (preferred land use plan; policy development) (if needed)

### **2014**

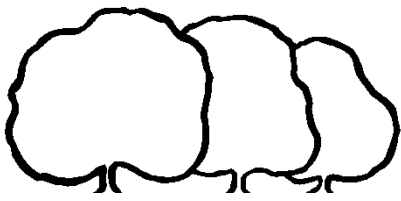
Jun City Council #7 and 8 (hearings and adoption)

### **FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:**

Annual Housing Element Progress Report (**Apr**)  
Annual General Plan Progress Report (**Apr**)  
WDCWA Joint Intake Schedule - Consider and Approve Construction – (**Apr**)  
WDCWA DBO Procurement Schedule – Authorization to Proceed w/Proj Final Eng and Const – **Aug/Sep 2013**  
Purchase and Sale Agreement for Old Wastewater Treatment Plant – **TBD**  
Regional Parksite Analysis Status Report – **TBD**  
Weed Abatement Ordinance  
Verizon Cell Tower Communication License Agreement

### **FUTURE STUDY SESSIONS (TBD):**

City Council Goals/Progress Report  
Street/Sidewalk Annual Status Report  
Climate Action Plan  
Update Economic Development Strategic Plan  
Redevelopment Bond Proceeds



**REPORT TO MAYOR AND CITY COUNCIL**

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: Parkview, by ALC IV Woodland Spring Lake, LLC – Spring Lake Specific Plan Amendment, Tentative Subdivision Map #5004, and Development Agreement

**Recommendation for Action**

Staff recommends that the City Council take the following actions:

1. Conduct a public hearing;
2. Adopt Resolution No. \_\_\_\_ certifying the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act;
3. Adopt Resolution No. \_\_\_\_ amending the Spring Lake Specific Plan land use designations (rezone), on 16.22 acres, from multi-family R-20 and School designations to a single family R-8 designation;
4. Adopt Resolution No. \_\_\_\_ amending the Housing Element list of available sites;
5. Adopt the proposed “Findings” for approval of the Tentative Subdivision map No. 5004 and “Conditions of Approval”, to be incorporated in the Development Agreement between the City of Woodland and the Developer.
6. Waive the first reading and read by title only Ordinance No. \_\_\_\_, approving the Development Agreement between the City of Woodland and ALC IV Woodland Spring Lake, LLC.

**Fiscal Impact**

The City will incur a minor cost estimated at less than \$400 to publish a copy of Ordinance No. \_\_\_\_ after City Council adoption. If approved, the project would result in a net increase of Dwelling Unit

Equivalents (DUEs) of 25.5 units and \$1,004,113 Spring Lake Infrastructure Financing fee equivalents, at \$39,377 per single family unit (before application of fee credit).

### **Background**

The entire SLSP area had been pre-zoned under Ordinance No. 1346 adopted July 2, 2002 by the City Council of the City of Woodland. The original subdivision of the two subject parcels was approved on August 19, 2003 as part of the Turn of the Century, TOC, 160 West Tentative Parcel Map #4649 in which Lot N and Lot O were set aside for a 10 acre school site and a 6.25 acre multi-family site. As part of prior actions, some of the development requirements have been satisfied, including affordable housing for the 6.25 acre R-20 site and the Agricultural and Hawk mitigations. Additionally, much of the key surrounding infrastructure has been constructed.

The project application request is for approval of a Specific Plan Amendment, Tentative Subdivision Map #5004, Development Agreement as well as modification to the Housing element list of affordable sites. The proposed project results in the elimination of a 10-acre elementary school site and the rezoning of an R-20 multi-family site to single family. The application results in an increase in single-family R-8 acreage at a net density of 6.67 dwelling units per acre resulting in 108 single family lots.

On January 19, 2012, the Planning Commission recommended approval of the proposed project by a vote of 7 to 0.

At the meeting, area residents spoke with some in favor of the project and some to express their concern with regard to the loss of a neighborhood school site and the addition of new housing that would compete with existing home sales.

On February 19, 2013 the City Council reviewed the proposed changes to Chapter 26 of the Woodland Municipal Code relating to the Spring Lake Building Unit Allocation program and the proposed Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake; the Collection of SLIF Fees and the Processing and Refunding of Private Placement Bonds. The action in the February 19, 2013 proposal allows the project to move forward.

### **Discussion**

A discussion of the key issues related to the application is provided below:

#### **Specific Plan Amendment**

The applicant has proposed rezoning both the 6.25-acre, R-20 multi-family (16-20 dwelling units/acre) site and 10-acre school site to an R-8 single family (6-8 dwelling units per acre) designation. The action to rezone the designated school site would result in the second school site within the Spring Lake Master Plan to be designated for development. These two sites have been released for development by the Woodland Joint Unified School District. One elementary site remains and is located south of East Heritage Parkway. A possible future site south of Pioneer High School, north of Farmers Central Road exists, previously been designated as a middle school site.

The Woodland Joint Unified School District Governing Board determined, by vote, April 14, 2011, that the elementary school site is not necessary based upon a School Needs Report and has released the site for other development. Staff and Planning Commission determined that even with elimination the school site, the neighborhood still complies with the overall intent of the Spring Lake Specific Plan (SLSP), in that the existing neighborhood park provides the required neighborhood focal point. Staff and Planning Commission have deferred to the School District in the determination of the need for a school site.

#### Housing Element List of Available Sites

The proposed action to rezone the R-20 multi-family site will require modification to the list of potential affordable development sites in the Housing Element. This site qualified to be included in Housing Element due to its default density of R-20 (R-20 was default density required in the existing Housing Element approved in 2009). Down zoning this site will require designation of a suitable alternate affordable housing site. The potential affordable units from the mapped R-20 site located in the Spring Lake Central Unit 1 have been identified as the replacement site. This site has recently become a viable alternative with construction of the extension of Parkland Avenue, south of Farmers Central Roadway. The replacement site will be added to the list of approved/online units in Table 5 of the Housing Element.

#### Tentative Subdivision Map #5004

The project applicant proposes to split the subject map into three phases. Overall, the development will provide 108 single-family, R-8 density lots which have lot widths ranging from 40 to 107 feet with an average lot width of 55 feet. This meets the minimum requirements of Table 2.4, Spring Lake Specific Plan Area Requirements, which requires a minimum lot size of 40 feet and an average of 45 feet. Lot depths range from 72 to 145 feet with an average lot depth of 92 feet. The development has a minimum lot size of 3,758 square feet, maximum of 9,000 square feet and an average of 5,117 square feet. The applicant has proposed to develop at the lower end of the density range allowed under the R-8 category which has a range of 6 to 8 dwelling units/acre. The project will have an overall net density of 6.67 dwelling units/acre.

#### Spring Lake Financing Plan

In order to maintain the fiscal feasibility of the Spring Lake Specific Plan, it is required that the number of constructed units be as close as possible to the number of planned units. A December 2008 amendment to the Spring Lake Infrastructure Fee (SLIF) plan increased the assumed constructed density requirement to 100 percent of planned density. This requirement effectively reduced the SLIF fees by calculating fees as being spread over a larger number of units. This change was made at the request of the development community and has been added to the assumptions in the Spring Lake Capital Improvement Plan (CIP). For projects that downzone and loose Dwelling Unit Equivalents (DUEs), the criteria on which fees are based, a “make-up” of fees would be required to achieve the 100 percent development requirement. In this situation, due to the school rezone and thereby an increase in residentially zoned land in plan area, this project will result in a net increase in Dwelling Unit Equivalents, by 25.5 DUEs, and no “make up” of fees would be required.

First Release Request

Being designated a First Release property has significance, particularly with the advent of the “Pay as you go” financial system. The First Release properties may use a larger proportion of the fee credit and may be reimbursed sooner. The former multi-family site was a first release multi-family property. As such, in accordance with recent amendments to the Building Unit Allocation (BUA) Ordinance, it will remain first release and will receive an allocation of 41 First Release BUAs. The rezoned school site will be allotted 67 additional BUA’s subject to the City’s Building Unit Allocation Ordinance, Chapter 26, as amended.

Development Agreement

The SLSP requires that each developer enter into a Development Agreement with the City. A Development Agreement was approved as part of the original TOC 160 West project on August 19, 2003 by the City Council. A revised agreement is included with this project review that will replace the original agreement for these two properties.

CEQA Clearance

An EIR Addendum has been prepared for this project. It has been determined, in accordance with Section 15162 of the California Environmental Quality Act (CEQA), that there will be no substantial increase in the severity of previously identified impacts as a result of the proposed Specific Plan Amendment (Rezone). As a result, no subsequent EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.

The SLSP requires that each development application include certain project-level and property specific technical analyses (traffic and infrastructure) to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan. It was determined that environmental impacts would be similar or lessened with the proposed revisions.

Public Contact

A public notice was published in the Daily Democrat on or before February 23, 2013, mailed to property owners within a 300-foot radius, and the City Council agenda was posted.

Conclusion

Staff recommends that the City Council take the following actions:

1. Conduct a public hearing
2. Adopt Resolution No. \_\_\_\_ certifying the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act;

3. Adopt Resolution No. \_\_\_\_\_ amending the Spring Lake Specific Plan land use designations (rezone), on 16.22 acres, from multi-family R-20 and School designations to a single family R-8 designation;
4. Adopt Resolution No. \_\_\_\_\_ amending the Housing Element list of available sites;
5. Adopt the proposed “Findings” for approval of the Tentative Subdivision map No. 5004 and “Conditions of Approval”, to be incorporated in the Development Agreement between the City of Woodland and the Developer.
6. Waive the first reading and read by title only Ordinance No. \_\_\_\_, approving the Development Agreement between the City of Woodland and ALC IV Woodland Spring Lake, LLC.

Prepared by: Cynthia A. Norris  
Principal Planner

Reviewed by: Nick Ponticello  
CDD Director

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Paul Navazio  
City Manager

**Attachments:**

- A. Resolution approving the CEQA Addendum with Exhibit
- B. Resolution Amending the Spring Lake Specific Plan with Exhibits
- C. Resolution Amending Housing Element Sites List with Exhibits
- D. Ordinance for Development Agreement with Findings and Conditions
- E. January 19, 2012 Planning Commission Staff Report cover

# ATTACHMENT A



**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING**  
**CEQA EIR ADDENDUM #9 TO THE TURN OF THE CENTURY EIR AND**  
**APPROVING SPRING LAKE AMENDMENT #7 TO THE SPRING LAKE SPECIFIC**  
**PLAN FOR THE PARKVIEW PROJECT TO REZONE A 10 ACRE SCHOOL SITE**  
**AND 6.22 ACRE R-20 MULTI-FAMILY SITE TO 16.22 ACRES OF R-8 SINGLE**  
**FAMILY**

**WHEREAS**, on August 12, 2000, the City Council adopted Resolution No. 4215 Certifying the Environmental Impact Report (EIR)(SCH#99022069) for the Spring Lake Specific Plan (SLSP); and

**WHEREAS**, on December 18, 2001, the City Council adopted Resolution No. 4330 adopting EIR Addendum #1 to the Certified EIR and approved the Spring Lake Specific Plan; and

**WHEREAS**, on November 19, 2002, the City Council adopted Resolution No. 4399 adopting EIR Addendum #2 to the Certified EIR and approved Amendment #1 to the Spring Lake Specific Plan; and

**WHEREAS**, on December 17, 2002, the City Council adopted Resolution No. 4406 adopting EIR Addendum #3 to the Certified EIR and approved Amendment #2 to the Spring Lake Specific Plan; and

**WHEREAS**, on April 15, 2003, the City Council adopted EIR Addendum #4 for the proposed Williamson Act Rescission Agreement for the Russell Property; and

**WHEREAS**, on August 19, 2003, the City Council adopted Resolution No. 4467 adopting the Final Supplemental EIR to the Certified EIR and approved the Spring Lake Specific Plan Off-Site Infrastructure Facilities.

**WHEREAS**, on May 4, 2004, the City Council adopted Resolution No. 4537 adopting EIR Addendum #1 to the Supplement to the Turn of the Century Specific Plan EIR to address offsite infrastructure facilities; and

**WHEREAS**, on October 19, 2004, the City Council held a noticed public hearing to consider the proposed EIR Addendum #5 and Spring Lake Specific Plan Amendment #3.

**WHEREAS**, on February 27, 2007, the City Council held a noticed public hearing to consider the proposed EIR Addendum #6 and Spring Lake Specific Plan Amendment #4, for the purposes of amending the plan based on a request by Reynen and Bardis for the Spring Lake Central project.

**WHEREAS**, on November 16, 2010, the City Council held a noticed public hearing to consider the proposed EIR Addendum #7 and Spring Lake Specific Plan Amendment # 5 for the purposes of amending the plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing on Gibson Road and a bike path east of the High School.

**WHEREAS**, on December 14, 2010, the City Council held a noticed public hearing to consider the proposed EIR Addendum # 8 and Spring Lake Specific Plan Amendment #6 for the purposes of amending the plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the City Council of the City of Woodland hereby takes the following actions:

1. Affirms that EIR Addendum #9 is hereby included in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
2. Affirms that EIR Addendum #9 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
3. Affirms the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and 4330 (December 19, 2001).
4. Adopts EIR Addendum #9 dated March 5, 2013, as attached

**PASSED AND ADOPTED** by the City Council on March 5, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Skip ‘Marlin’ Davies, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Andrew Morris, City Attorney

Dated:\_\_\_\_\_

**Exhibit "1" - CEQA EIR Addendum**

EXHIBIT 1

# CEQA ADDENDUM

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## **TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE PARKVIEW PROJECT PROPOSAL**

CERTIFIED AUGUST 15, 2000  
(SCH# 99022069)

THE CITY OF WOODLAND



JANUARY 10, 2012

PREPARED BY

CINDY A. NORRIS, PRINCIPAL PLANNER  
CITY OF WOODLAND  
COMMUNITY DEVELOPMENT DEPARTMENT



## **ADDENDUM TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE PARKVIEW PROJECT**

### **CEQA Requirements**

This document has been prepared as an Addendum to the SLSP, Turn of the Century EIR (SCH# 99022039) in accordance with the CEQA Guidelines, Section 15164. CEQA Guidelines Section 15164(a) states “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Pursuant to Section 15164(e) a brief explanation is provided herein documenting the City’s decision that preparation of a subsequent EIR is not required.

The CEQA Guidelines Sections 15164(c) and (d) state that an addendum need not be circulated for public review, but can be included or attached to the Final EIR or adopted negative declaration and the decision-making body shall consider the addendum with the Final EIR or adopted negative declaration prior to making a decision on the project.

Section 15164 was created in response to Public Resources Code Section 21166, which provides that no subsequent or supplemental EIR shall be required unless “substantial changes” in the project or the circumstances under which the project is being undertaken will necessitate, “major revisions” of the EIR, or “new information” which was not known and could have not been known at the time the EIR was certified, becomes available.

The requirements of the CEQA Guidelines are described in more detail in the matrix below. Under the subject Parkview Specific Plan Amendment, use of an Addendum is not only justified, but required by Public Resources Code (Section 21166).

This addendum demonstrates that the circumstances, impacts, and mitigation measures identified in the SLSP, Turn of the Century EIR remain substantively unchanged by the situation described herein, and supports the finding that the proposed modification does not raise any new issues and does not cause the level of impacts identified in the previous EIR to be exceeded.

### **Background**

The City of Woodland is seeking to appropriately document the changes that have been proposed with the ALC IV Woodland and Spring Lake, LLC Specific Plan Amendment for the Parkview project as it relates to the Turn of the Century Specific Plan Environmental Impact Report.<sup>1</sup>

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<sup>1</sup> The Turn of the Century Specific Plan was subsequently renamed the “Spring Lake Specific Plan.” Both terms are used in this Addendum. The terms “Turn of the Century EIR”, “Spring Lake Specific Plan EIR”, and “Spring Lake EIR” are also used interchangeably.

The Spring Lake Specific Plan (SLSP), Turn of the Century EIR, has evaluated 1,097 acres of development located primarily south of Gibson Road, west of CR 102 and east of SR 113. Buildout of the SLSP will be comprised of approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

The Spring Lake Specific Plan sets forth specific goals, policies and objectives for achieving, to the best extent possible, a balance between the market demand for residential growth and the need for corresponding commercial development, and the ability of the City of Woodland to absorb residential and commercial development over a fifteen year planning horizon.

## Project Description

The Parkview Specific Plan Amendment proposes an amendment to the land uses identified in the SLSP. The applicant proposes to rezone approximately 16.22 acres. The proposed project results in the elimination of a 10-acre elementary school site and the rezoning of a multi-family site to single family. The application includes an increase in R-8 acreage.

A comparison based on existing and proposed land uses designations for units and Dwelling unit equivalents (DUE) are shown in Table 1. This is based on the approximate density proposed by the applicant (6.66 du/ac), which is less than the possible maximum density (8 du/ac) that could be developed in an R-8 zone.

| <b>Table 1</b>                                        |                          |              |                                                             |                                  |              |                         |              |
|-------------------------------------------------------|--------------------------|--------------|-------------------------------------------------------------|----------------------------------|--------------|-------------------------|--------------|
| <b>Existing Specific Plan</b>                         |                          |              | <b>Proposed Specific Plan</b>                               |                                  |              |                         |              |
| <b>Land Use</b>                                       | <b>Existing Land Use</b> |              | <b>Land Use</b>                                             | <b>Proposed Land Use/Acreage</b> |              | <b>Net Change Units</b> |              |
|                                                       | <b>Units</b>             | <b>Acres</b> |                                                             | <b>Units</b>                     | <b>Acres</b> | <b>Units</b>            | <b>Acres</b> |
| <b>R-20</b><br>Multi-Family<br>Residential (15 du/ac) | 125                      | 6.22         | <b>R-8</b><br>Single-Family<br>Residential (6 - 8<br>du/ac) | 41                               |              | -84                     |              |
| <b>SCHOOL</b><br>Elementary School                    | 0                        | 10.0         | <b>R-8</b><br>Single-Family<br>Residential (6 - 8<br>du/ac) | 67                               | 0            | 67                      | -10.0        |
|                                                       |                          |              |                                                             |                                  |              |                         |              |
| <b>Total Units</b>                                    | <b>125</b>               |              |                                                             | <b>108</b>                       |              | <b>-17</b>              | <b>-.03</b>  |
| <b>Dwelling Unit<br/>Equivalent (DUE)<br/>0.66*</b>   | <b>82.5</b>              |              |                                                             | <b>108</b>                       |              | <b>25.5</b>             |              |

- Multi-family has a Dwelling unit equivalent of 0.66 as compared to single family. This DUE is used for purposes of SLIF calculations.

The proposed rezone, (at an estimated 6.66 du/ac for the proposed project) results in a net decrease in the total number of units (-17), but for purposes of calculating Spring Lake

Infrastructure Fees (SLIF), (which is based on DUE), the project results in a net increase in of 25.5 DUE

#### Multi Family vs Single Family in the Spring Lake Plan

At the time the Spring Lake plan was developed, there was a requirement in the 1998 Housing Element for a Citywide ratio of 35% multi-family and 65% single family. This requirement has since been removed from the last two housing element updates. Instead a growth cap has been enacted that limits single family production to a maximum of 5000 single family units but places no limit on multi-family or infill development.

In response to the original Housing Element policy, the Spring Lake Specific Plan land use categories were developed to achieve a unit mix of 29% multi-family and 71% single-family.

The proposed project will be remove a multi-family designation and units and will add single family zoned land and units.

Staff has provided a review assessing all units that have been built, approved and proposed in the plan to date. The review shows that at this time, with the project amendment included, that there will be 2,963 single family units and 1,186 multi family units in the plan, with a resulting plan ratio of 71.4% single family to 28.6% multi-family.

While this project is proposing to reduce the number of multi-family units, more units than expected were provided in the Terracina project (31 units) and in R-15 clusters (30 units) that were provided in the Heritage and KB home areas.

Therefore the proposed rezoning will not result in a significant change to the single-family/multi-family ratio indentified in the Spring Lake Specific Plan.

#### Affordable production

In April of 2005, an affordable housing agreement was entered into between the City and several development interests, (HTW West Ventures, a Delaware LLC; Turn of the Centruy, a Delaware LLC; Russell Ranch Development, Inc) agreed to dedicate a multi-family parcel of land for the purpose of construction of affordable housing. This dedication satisfied all or a portion of the affordable obligation for four (4) multi-family parcels (TOC North, TOC South, Beeghly and Russell) The TOC North property was dedicated and satisfied the entire affordable obligation for the TOC South parcel (subject parcel) and the 20% very low obligation for the Russell and Beeghly parcels. The TOC North property was eventually developed by USA properties (Terracina). The site was originally intended to be developed at the maximum allowed density of 125 units (The affordable obligation include transfers was 85 very low and 26 low-income units). However, when it was developed by USA properties, an additional density bonus was included, which resulted in a total of 156 units being built, or 31 additional units. The site was developed as a 100% affordable project. There are 85 very low and 71 low income units on the property.

The R-20 multi-family site in question with this proposal transferred their entire affordable obligation to the offsite location. The 20% very low (25 units) and 10% low (13) -income units were “relocated” to the dedication site.

However, the 10 acre school site was not a part of the affordable dedication agreement. Therefore, if it is rezoned to a single family designation from a previous public / quasi-public designation it will then be obligated to provide the required 10% low income affordable units.

**Housing Element Consistency:** The housing element is one of the seven State mandated elements of the City's General Plan. The proposed project does not affect the City's ability to meet its Regional Housing Needs Allocation (RHNA) for very low-income units as the City is able to identify a qualified replacement site in accordance with Housing Element Policy 2.21.

*Housing Element Policy 2.21.*

*The City shall provide flexibility on the identification of sites for accommodating its Regional Housing Needs Plan Allocation. A rezone request of a site counted towards meeting the City's RHNP Allocation shall include findings that justify the rezone and identify an adequate replacement site(s) that will provide the minimum number of units by income level for accommodating the City's RHNP Allocation and is developable during the term of the Housing Element planning period.*

Staff feels that the proposed site rezoning and development at the R-8 density will provide for an attractive development that will provide additional housing options and will be compatible with the existing development in the area. Further, there has been some concern with overconcentration of larger type multi-family affordable development projects in this immediate area. The USA properties site has a total of 156 affordable units and the Sacramento Mutual Housing R-25 site was approved to allow 100 affordable units.

Staff feels that there is adequate basis to make findings to allow the R-20 site in the Spring Lake Central Unit 1 project area to substitute as an identified replacement site that will meet the Housing Element affordability criteria as a default density site. This replacement site has become more viable with the award of the construction contract on June 21, 2011 for the Pioneer/Parkland road improvements. Further, this is a like for like replacement with regard to zoning and size: the Parkview R-20 site is 6.25 acres at 125 units while the Spring Lake Central site is 7.61 acres at 125 units.

Further, there is adequate basis to make findings to allow the R-20 site within the Spring Lake Central Unit 1 project site to be the replacement site for the affordable unit allocation due to the rezone. The R-20 site in the Spring Lake Central project site (SLC), at 7.61 acres, was approved for 125 units. These units were not counted as possibly meeting an affordability factor in the Housing Element. However, this project site is at the Housing Element Law's minimum default density of 20 dwelling units per acre. As a result, we can replace the possible yield of 100 very low income units for the 6.25 acre site with the possible yield of 125 very low income units for the SLC 7.61 acre site. Tables 4, 5 and 7 in the City's Housing Element will be modified to reflect this determination.

One note however, is that the City may find an increased burden in future housing element cycles to find adequate land that is zoned for multi-family.

## **Determination**

In review of the Parkview Specific Plan Amendment and Rezoning, staff has concluded that the project does not represent a substantive change in the approval of the Turn of the Century Specific Plan project as analyzed under the SLSP, Turn of the Century EIR. Similarly, all impacts and standards of significance described in the SLSP, Turn of the Century EIR are applicable to the Parkview Specific Plan Amendment. Mitigation measures adopted with the SLSP, Turn of the Century EIR likewise apply.

According to the SLSP, Turn of the Century EIR, implementation of the proposed project is anticipated to result in significant impacts in the areas of land use, agricultural resources, hydrology, biological resources, traffic and circulation, air quality, noise, visual resources, cultural resources, affordable housing, public health, public services, and community services. The EIR has concluded that project impacts can likely be fully mitigated except in the following areas:

- Loss of farmland;
- Cumulative loss of farmland;
- Impacts to groundwater;
- Loss of Swainson's Hawk foraging habitat;
- Cumulative impacts to wildlife habitat;
- Project air quality emissions;
- Increased ambient noise;
- Cumulative traffic noise;
- Project nuisance impact from black gnats; and;
- Cumulative nuisance impacts from black gnats.

None of the significant environmental impact identified above in the SLSP, Turn of the Century EIR are worsened due to the proposed land uses changes as part of the application.

In order to access whether additional CEQA review is required for the Parkview Specific Plan Amendment, an analysis of CEQA Guidelines Section 15162 has been prepared. The matrix below provides verbatim wording from the CEQA Guidelines and a corresponding analysis of the applicability of each section to the proposed Parkview Specific Plan Amendment.

**Table XX**  
**Comparison of 15162 CEQA Requirements and Project**

| CEQA Requirement (Section 15162)                                                                                                                                                                                                                                                                  | Relationship to Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:</p>             | <p>In conjunction with the approval of requested entitlements, Specific Plan Amendment and Rezone, the ALC IV Woodland-Spring Lake, LLC, Specific Plan Amendment includes a request for certification of an Addendum to SLSP, Turn of the Century EIR. Such certification includes adopting a “Finds of Fact” and substantiating compliance with CEQA.</p> <p>The current specific plan, in accordance with the SLSP, Turn of the Century EIR, evaluated 125 multi-family residential dwelling units and an elementary school on the project site. Although, the project includes rezoning of an elementary school site for residential uses and would result in the development of 108 single family residential dwelling units, the reduction in total units and elimination of the elementary school would not result in substantial changes or new information requiring a subsequent EIR. The information below summarizes the substantial evidence in support of the City’s determination that the preparation of a Subsequent EIR is not required.</p>                                                                                                                                                                                                                                                                                        |
| <p>(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;</p> | <p>The proposed land use changes to the SLSP, Turn of the Century EIR would include rezoning of residential densities and elimination of an elementary school within the Spring Lake Specific Plan (SLSP). On the specific project site, proposed changes would include rezone of ten acres of elementary school and 6.22 acres of multi-family residential area (R-20 du/ac). The area would instead be used for 16.22 acres of single-family residential (8 du/ac). At maximum density this project could possibly include up to 130 units of single family. The applicant has indicated a desire to develop at the lower end of the density range with approximately 108 single family units. Even at the maximum density the project will have a similar number of total possible units to the previous approval, without the impacts of a school facility. There will not be a significant increase in demand for public services and utilities, or increase traffic, noise, and air quality.</p> <p><b>Multi-Family vs. Single Family Ratio</b></p> <p>The Spring Lake Specific Plan identifies a single-family to multi-family ratio of 71% single family (R-3 through R-8) and 29% multi-family (R-15 through R-25) for the overall plan. This ratio was included in the initial plan analysis because the Housing Element at that time,</p> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>required 35% multi-family housing in the City overall. Since that time, the two following Housing Element updates have eliminated this requirement in lieu of policies that limit the City's overall single family growth, through a growth Cap as well as policies that encourage higher density by encouraging infill development.</p> <p>The proposed project will be removing a multi-family designation and possible multi-family units and adding single family units. However, based on a review of all units that have been built, approved and proposed in the plan show that at this time with the project amendment that there will be 2,963 single family units and 1,186 multi family units for a ratio of 71.4% single family to 28.6% multi-family.</p> <p>While this project is proposing to reduce the number of multi-family units, more units than expected were provided in the Terracina project and in the R-15 cluster units were provided in the Heritage and KB home areas.</p> <p>Therefore the proposed rezoning will not result in a significant change to the single-family/multi-family ratio as highlighted in the plan.</p> <p><b>Plan Wide Density</b></p> <p>Plan policies describe a plan wide density of 6.1 du/net acres. The result of prior changes and the contemplated project modifications for the Parkview project will result in a net density of 6.1du/ac. This amount is based on the addition of the 20 acres of school site that have been (10 acres at Cal West) and are proposed to be (10 acres at Parkview) rezoned to residential uses. The net acres in the plan were originally estimated at 664.9. The addition of 20 acres from the rezoned school sites provide for a total of 684.9 acres. This results in a net density overall in the plan of 6.05 du/net acre. <math>(4,149 \text{ units}/684.9 \text{ acres} = 6.05 \text{ du/net ac})</math>.</p> <p><b>Schools</b></p> <p>The project includes elimination of a 10-acre elementary school site. This follows the elimination of the 10-acres school site north of Heritage Parkway. In action minutes of the Woodland Joint Unified School District, dated April 28, 2011, it is stated that on April 14,</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2011, the Governing Board of the Woodland Joint Unified School District voted to release the subject Spring Lake school site. The Governing Board decision was based on a Schools Needs Report prepared by School Site Solutions, Inc. on November 23, 2009. The Schools Needs Report determined that the existing student yield rates in the Spring Lake Specific Plan area were less than the projections made for the SLSP in 2001. The report concluded that the SLSP area would generate the need for two elementary schools sites, one of which can possibly be combined with the middle school site located at the south east corner of Farmers Central and Pioneer.

### **Sewer, Drainage, and Water Supply**

A memorandum analyzing the increase to sewer, drainage, and water supply for the project was prepared by Cunningham Engineering on April 27, 2011.

#### Sewer

The Spring Lake Specific Plan ISR includes a 10" pipe along the south boundary of the site in Heritage Parkway and a 21" pipe along the west boundary of the site in Miekle Avenue. Short segments of 8" sewer pipe have been installed in Mack Way at the east and west ends of the site's frontage. Under the current land use configuration the wastewater demand calculations are split into 2 zones, both of which outfall into the 21" pipe in Miekle Avenue. The north parcel has a negligible increase in the design peak flow while the south parcel has a decrease in the design peak flow. Therefore, the proposed land use changes would result in an overall reduction in the design peak flow for the project. The proposed project would not require upsizing of any sewer pipes or sewer treatment facilities beyond those anticipated in the SLSP, Turn of the Century EIR.

#### Drainage

Storm drain infrastructure adjacent to the site as identified in the Spring Lake Specific Plan ISR consists of a 42", 48" and a 54" pipe along the west property boundary of the site in Miekle Avenue and 2 parallel 66" pipes along the southern boundary in Heritage Parkway. In Mack Way a 24" pipe extends from Miekle Avenue approximately 100 feet east and a 30"

pipe extends from the Village 3 subdivision approximately 70 feet west. No substantial changes are anticipated to the existing drainage sheds or conveyance routing for either the north or south parcels. The proposed land use change results in a net decrease in the area weighted runoff coefficient, this correlates to a net decrease in storm water runoff. Therefore, the project would not require the development of additional drainage infrastructure beyond those anticipated in the SLSP, Turn of the Century EIR.

#### Water Supply

The water infrastructure adjacent to the site as identified in the Spring Lake Specific Plan ISR consists of a 12" pipe along the south boundary of the site in East Heritage Parkway and a 12" pipe along the west boundary of the site in Mickle Avenue. An 8" pipe is located in Mack Way. Due to a reduction in the required fire flow demand for the north parcel, the proposed land use change results in a reduced maximum day plus fire flow demand. The maximum day plus fire flow demand equation is based on Section 7.04 of the City of Woodland Engineering Standards, 2010 edition.

Based on the analyses prepared, the proposed changes in land use from school/R-20 to R-8 decrease anticipated wastewater, storm drainage, and water demands. The modification will not place any additional demands on the installed and/or planned Spring Lake Backbone Infrastructure.

#### **Traffic**

The project site is surrounded by completed road improvements on Mickle Avenue and Mack Way. The only new roads to be installed will be internal to the project. A trip generation assessment was prepared by KD Anderson on May 18, 2011 to assess the proposed land use changes from School/R-20 to a total R-8 zoning with an anticipated 108 single family housing units. Trip generation is determined by identifying the type and size of use to calculate the total number of trip ends. The trip generation for the project was computed using the *Trip Generation 8<sup>th</sup> Edition, 2008*, published by the Institute of Transportation Engineers.

As part of the assessment and comparison two scenarios were proposed for the school size,

one at 450 students and one at 850 students. The 450 student scenario would be expected to generate 1,412 daily trips with 266 a.m. and 145 p.m. peak trips. The 850 student scenario would be expected to generate 1,928 daily trips with 446 a.m. and 205 p.m. peak trips. Under the R-8 zoning the site is expected to generate 1,034 daily trips with 81 a.m. and 109 p.m. peak hour trips. The R-8 zoning is expected to decrease the daily traffic between 27% and 46%, depending on the school's student population. The am peak hour traffic could decrease by to to 82% without the school site while in the p.m. peak hour the traffic generated by the proposed rezone is expected to decrease the traffic generated by up to 47%. The modification will result in a decrease in the expected traffic and will not result in any new requirements for traffic mitigation.

#### **Air Quality**

As stated above, the proposed project land uses would result in a reduction in vehicle trips. Therefore, impacts related to air quality would be similar to those anticipated in the SLSP, Turn of the Century EIR. In addition, the School District has determined that adequate school sites exist within the SLSP area to support the residential development.

#### **Housing Element Consistency**

The housing element is one of the seven State mandated elements of the City's General Plan. The proposed project does not affect the City's ability to meet its Regional Housing Needs Allocation (RHNA) for very low-income units as the City is able to identify a qualified replacement site in accordance with Housing Element Policy 2.21.

##### *Housing Element Policy 2.21.*

*The City shall provide flexibility on the identification of sites for accommodating its Regional Housing Needs Plan Allocation. A rezone request of a site counted towards meeting the City's RHNP Allocation shall include findings that justify the rezone and identify an adequate replacement site(s) that will provide the minimum number of units by income level for accommodating the City's RHNP Allocation and is developable during the term of the Housing Element planning period.*

Staff feels that there is adequate basis to make findings to allow the R-20 site in the Spring

|                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                 | <p>Lake Central Unit 1 project area to substitute as an identified replacement site that will meet the Housing Element criteria. This replacement site has become more viable with the award of the construction contract on June 21, 2011 for the Pioneer/Parkland road improvements. Further, this is a like for like replacement with regard to zoning and size: the Parkview R-20 site is 6.25 acres at 100 units while the Spring Lake Central site is 7.61 acres at 125 units.</p> <p>One note however, is that the City may find an increased burden in future housing element cycles to find adequate land that is zoned for multi-family.</p> <p><b>Conclusion</b></p> <p>Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects which have not already been analyzed.</p> |
| (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or | <p>Because the proposed land uses are similar to the existing plan, the circumstance under which the project is undertaken has not changed substantially, and would not require major revisions to the SLSP, Turn of the Century EIR. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those anticipated in the SLSP, Turn of the Century EIR.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:                                                                       | <p>All previously identified impacts in the SLSP, Turn of the Century EIR would occur with implementation of the Parkview project. The SLSP, Turn of the Century EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the Spring Lake Specific Plan and Spring Lake Specific Plan Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum:</p> <ul style="list-style-type: none"> <li>• Memorandum Land Use Modifications – Infrastructure Capacity, Cunningham Engineering. April 26, 2011.</li> </ul>                                                                                                                                                                                                                                                                                                                                    |

|                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>• Woodland Joint Unified School District, Action minutes from April 14, 2011.</li> <li>• Trip Generation Memorandum, KD Anderson &amp; Associates Inc. May 18, 2011</li> </ul> <p>In addition, at the time of submittal for a tentative map application, additional site specific studies will be prepared.</p>        |
| (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;                                                                                                                                                               | See response under (1) above. New significant effects would not occur.                                                                                                                                                                                                                                                                                        |
| (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;                                                                                                                                                                      | See response under (1) above. Significant effects will not be more severe than identified in the SLSP, Turn of the Century EIR.                                                                                                                                                                                                                               |
| (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or         | The status of mitigation measures in the SLSP, Turn of the Century EIR would not change as a result of the proposed land uses changes.                                                                                                                                                                                                                        |
| (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. | Mitigation measures analyzed in the SLSP, Turn of the Century EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the SLSP, Turn of the Century EIR are not available, because the proposed changes are not substantial.                      |
| (b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if                                                                                            | The City of Woodland, as the lead agency, determined the project would not result in substantial changes or circumstances after adoption of the Turn of the Century Specific Plan EIR that would require the preparation of a subsequent EIR. As a result, the City of Woodland, as the lead agency, has determined that an Addendum to the SLSP, Turn of the |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>Century EIR is the appropriate documentation prepared for the project.</p>                                                                                                                  |
| <p>(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.</p> | <p>The Spring Lake Specific Plan was approved December 18, 2001. None of the conditions as described in subdivision (a) have occurred. As such, a new EIR would not be required.</p>           |
| <p>(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                | <p>A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.</p> |

## **ATTACHMENT B**



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE DESIGNATIONS FOR  
THE PARKVIEW SPRING LAKE PROJECT by ALC IV WOODLAND SPRING LAKE,  
LLC, TO REZONE A 10 ACRE SCHOOL SITE AND 6.22 ACRE R-20 MULTI-FAMILY  
SITE TO R-8 SINGLE FAMILY**

**WHEREAS**, the City of Woodland ("City") is proposing to take action to amend the Spring Lake Specific Plan Land Use Designations for the Parkview Spring Lake Project; and,

**WHEREAS**, the City is proposing to take action to adopt an amendment to the Spring Lake Specific Plan, consisting of the re-designation of the land use category in the Specific Plan for properties identified as the Spring Lake Cal-West Investors Project as described in more detail in Exhibit "1" (the "Amendment"); and

**WHEREAS**, the City of Woodland Planning Commission held a duly noticed public hearing on January 19, 2012, to receive public testimony concerning the Amendment; and

**WHEREAS**, the City of Woodland City Council held a duly noticed public hearing on March 5, 2013 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

**WHEREAS**, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, and amending the conditions of approval, now finds it proper to amend the Spring Lake Specific Plan as described in Exhibit "1"; and

**WHEREAS**, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendment for the Spring Lake Parkview Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland ordains AS FOLLOWS:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby certifies that its members have reviewed and considered the information in the CEQA EIR Addendum and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines.
4. The City Council hereby amends the Spring Lake Specific Plan for the Spring Lake Parkview Project as described in Exhibit "1," provided that this Amendment shall take effect only upon execution by the City and the owner of the Property of an amendment to the development agreement governing the Property. No final map shall be recorded or approved for the Property

in conformance with the Amendment until the Amendment has taken effect pursuant to this paragraph.

**PASSED AND ADOPTED** by the City Council on March 5, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Skip 'Marlin' Davies, Mayor

**ATTEST:**

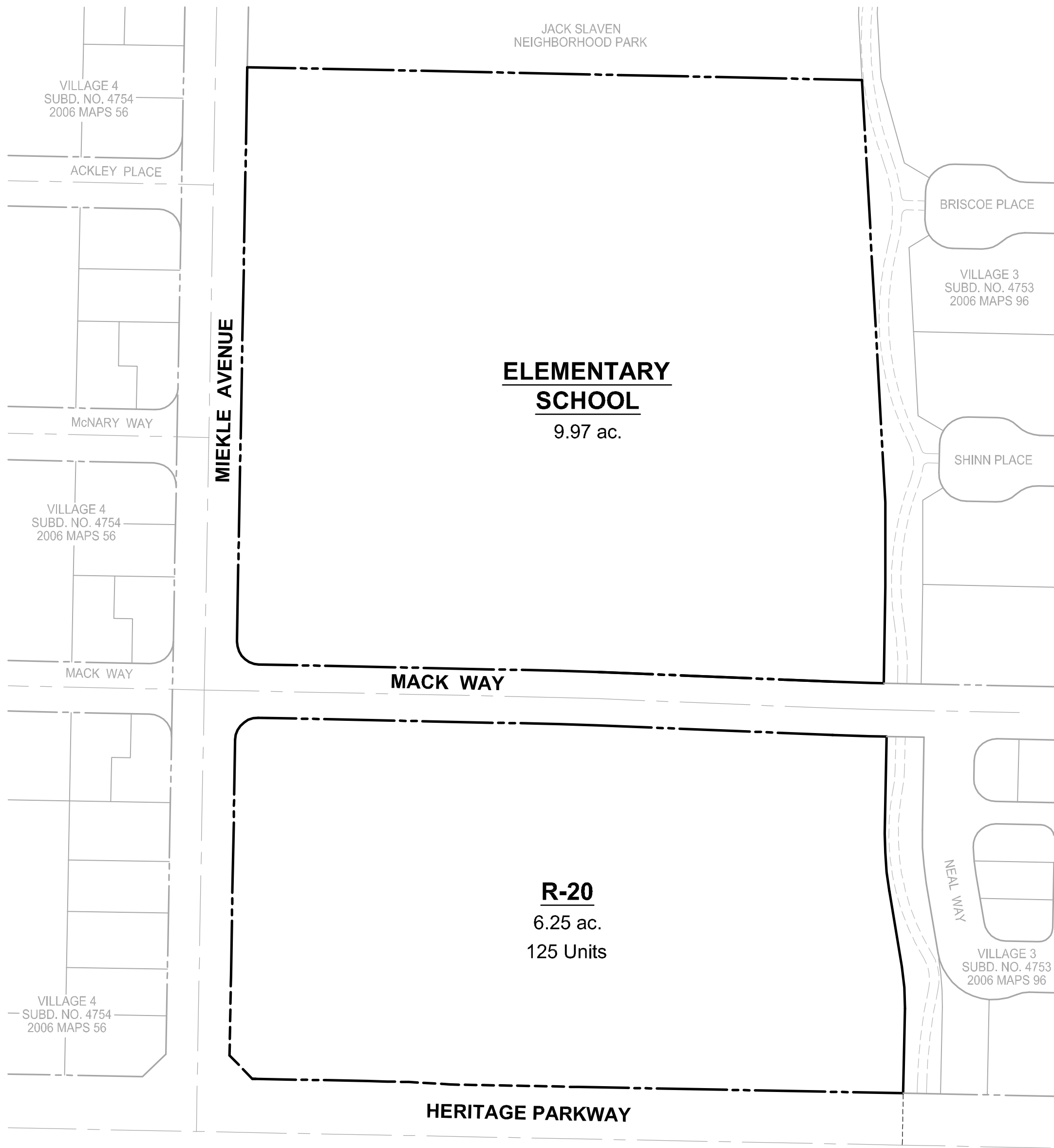
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

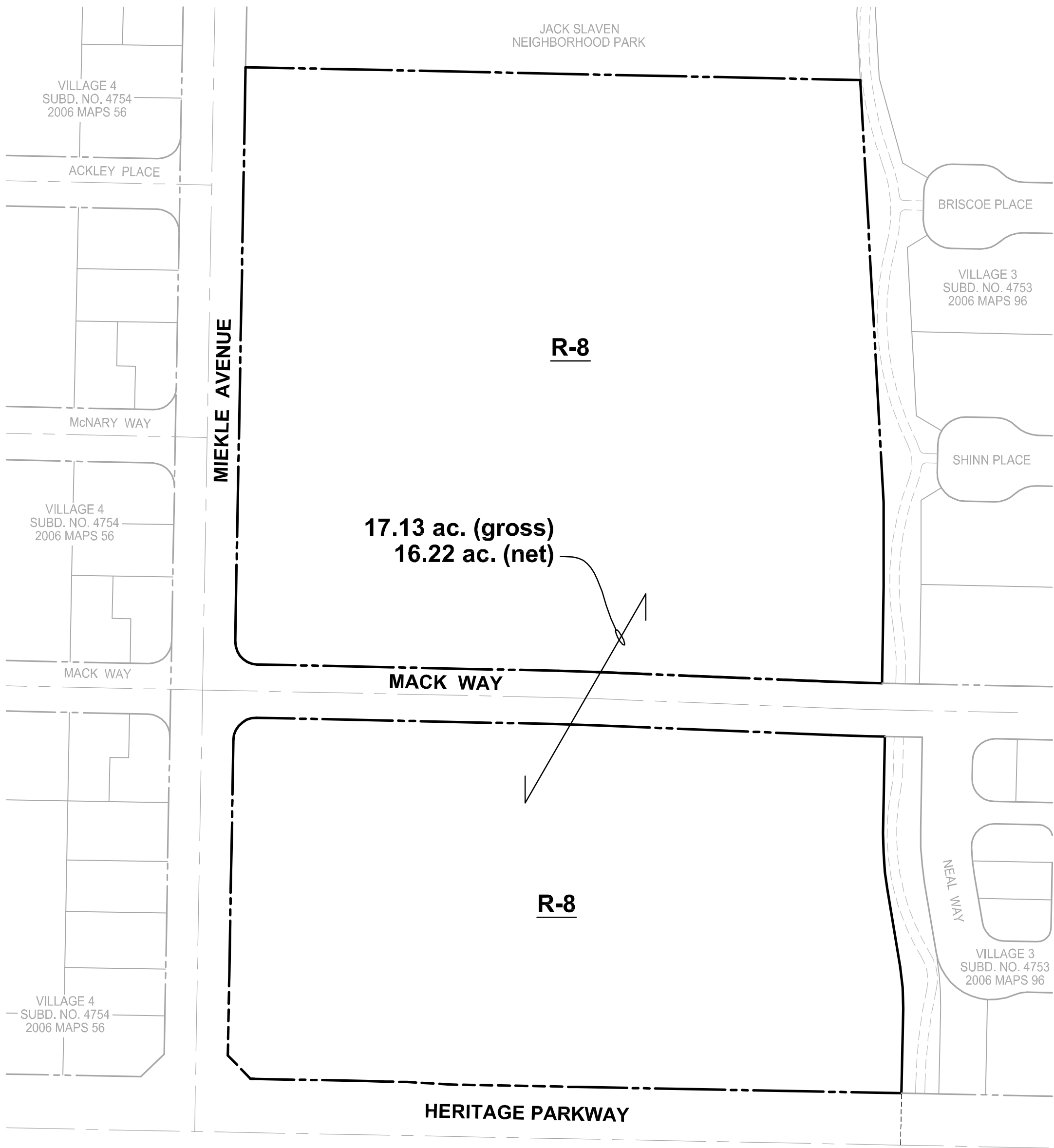
\_\_\_\_\_  
Andrew Morris, City Attorney

Dated:\_\_\_\_\_

**Exhibit "1"** - Spring Lake Specific Plan Amendment Exhibit

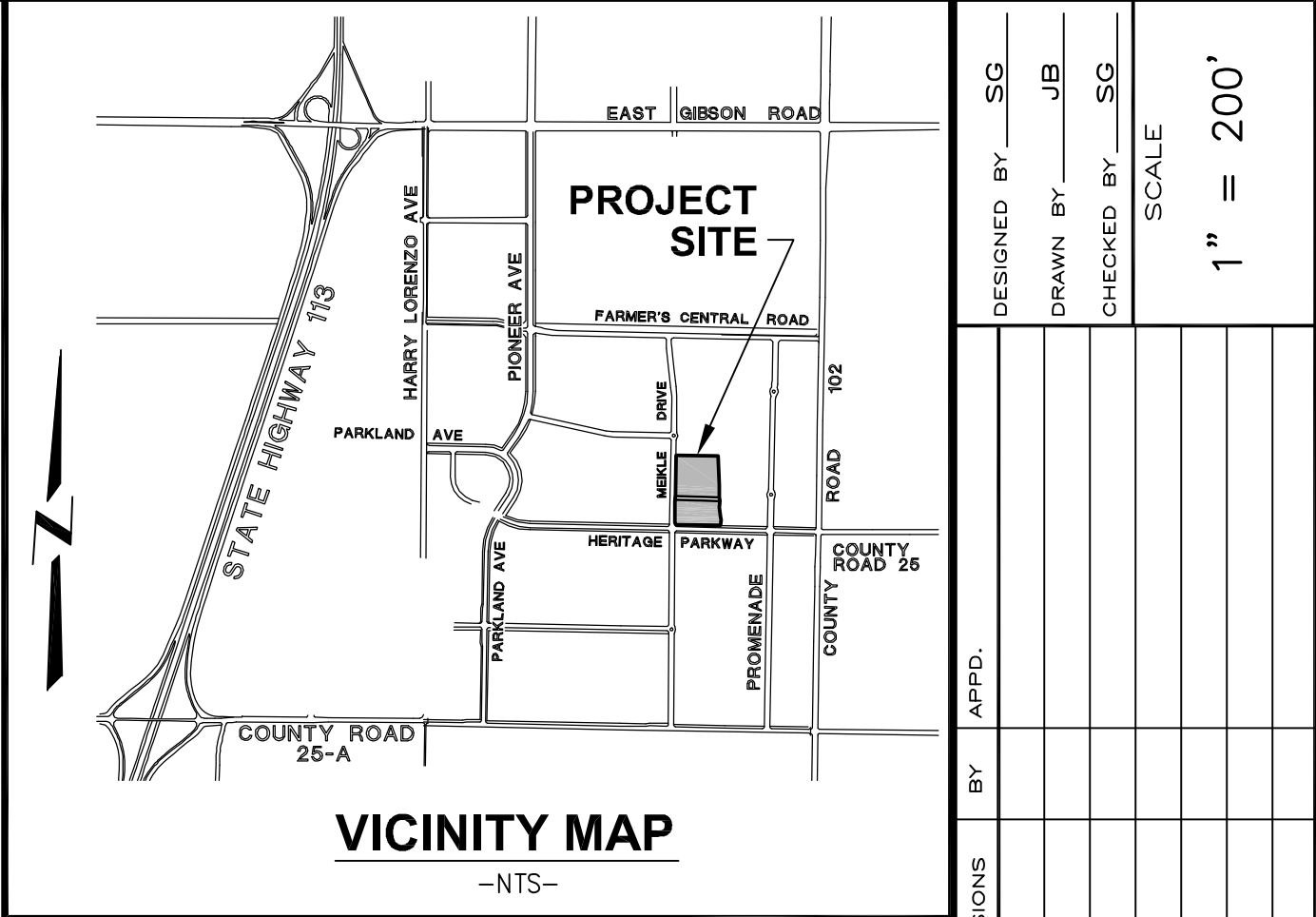
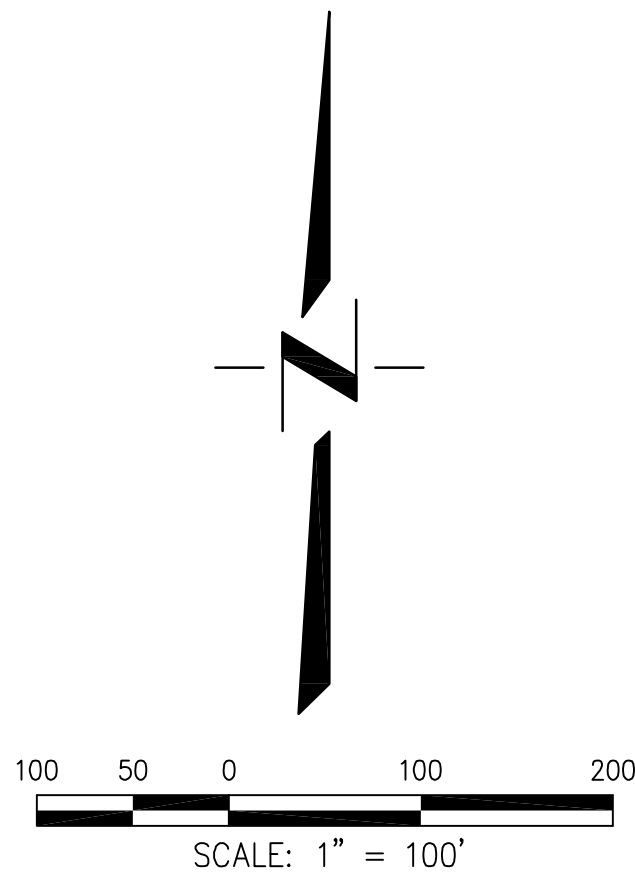


EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

| EXISTING LAND USE |                                        |           |             | PROPOSED LAND USE |             |                | DIFFERENCE    |             |
|-------------------|----------------------------------------|-----------|-------------|-------------------|-------------|----------------|---------------|-------------|
| LAND USE SUMMARY  |                                        | AREA      | TOTAL UNITS | AREA              | TOTAL UNITS | DENSITY        | AREA          | TOTAL UNITS |
| R-8               | SINGLE FAMILY RESIDENTIAL (6-8 du/ac)  | 0.00 ac.  | 0           | 16.22 ac. (N)     | 108         | 6.66 ac. (N)   | 16.22 ac. (N) | 108         |
| R-20              | MULTI-FAMILY RESIDENTIAL (16-20 du/ac) | 6.25 ac.  | 125         | 0.00 ac.          | 0           |                | (6.25 ac.)    | (125)       |
| SCHOOL            | ELEMENTARY SCHOOL                      | 9.97 ac.  | 0           | 0.00 ac.          | 0           |                | (9.97 ac.)    | 0           |
| EX. LOCAL ROAD    | MACK WAY                               | 0.91 ac.  |             | 0.91 ac.          | 0           |                | 0.00 ac.      |             |
|                   |                                        | 17.13 ac. | 125         | 17.13 ac.         | 108         | 6.30 du/ac (G) | 0.00          | (17)        |



DESIGNED BY: SG  
DRAWN BY: JB  
CHECKED BY: SG  
SCALE: 1" = 200'

NO. DATE REVISIONS BY APPD.

CEWEST.COM  
Project Planning - Civil Engineering - Landscape Architecture  
2840 Spallford Street, Suite 200 - Davis, CA 95618 - (530) 756-2026  
2200 20th Street, Suite Three - Sacramento, CA 95818 - (916) 455-2026  
Div. Office - Sacramento Office

CUNNINGHAM ENGINEERS  
CALIFORNIA

SPRING LAKE SPECIFIC PLAN  
AMENDMENT EXHIBIT  
PARKVIEW

CITY OF WOODLAND

SHEET 1 OF 1

DATE: 04/28/11

JOB No: 1172.02

# ATTACHMENT C



**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND**  
**AMENDING THE HOUSING ELEMENT SUMMARY OF VACANT AND**  
**REDEVELOPABLE LAND INVENTORY AND RESIDENTIAL HOLDING CAPACITY**  
**A REZONE REQUEST AND IDENTIFICATION OF A REPLACEMENT SITE FOR A**  
**6.25 ACRE R-20 MULTI-FAMILY SITE IN THE SPRING LAKE SPECIFIC PLAN.**

**WHEREAS**, the City of Woodland ("City") is proposing to take action to amend the Spring Lake Specific Plan Land Use Designations for the Parkview Spring Lake Project to rezone an identified 6.25 acres R-20 multi-family site to an R-8 single family density; and,

**WHEREAS**, the City is proposing to allow a substitute site to be identified as capable of meeting development capacity in meeting the City's Regional Housing Need Allocation (RHNA); and

**WHEREAS**, the City is proposing to allow a substitute site to be identified as capable of meeting development capacity in meeting the City's Regional Housing Need Allocation (RHNA); and

**WHEREAS**, the City's Housing Element provided for flexibility in allowing sites to be rezoned as long as findings to justify the rezone are provided and an adequate replacement site is identified that will meet the minimum number of units by income level for accommodating the City's RHNA and is developable during the term of the Housing Element Period; and

**WHEREAS**, the existing 6.25 acre R-20 site is proposed to be rezoned as an R-8 single family product and developed along with a previously designated school site to create a logical and consistent development which is surrounded by existing single family and duplex homes and a park; and

**WHEREAS**, the City has identified a replacement site that is of similar zoning and development quality to provide the minimum units by income level for accommodating the City's RHNA, in that the site is also zoned multi-family, R-20, is 7.61 acres in size and has a larger development potential of 125 units based on a proposed layout approved on February 27, 2007; and

**WHEREAS**, the identified replacement site is now considered to be developable within the term of the existing Housing Element as the City has constructed street improvements on Parkland Avenue that provide access to the site; and

**WHEREAS**, The R-20 site in the Spring Lake Central project site (SLC), at 7.61 acres, was approved for 125 units. These units were not counted as possibly meeting an affordability factor in the Housing Element. However, this project site is at the Housing Element Law's minimum default density of 20 dwelling units per acre. As a result, we can replace the possible yield of 100 very low income units for the 6.25 acre site with the possible yield of 125 very low income units for the SLC 7.61 acre site. This site has been added to Table 5 as Approved/On-line units; and

**WHEREAS**, the City of Woodland City Council held a duly noticed public hearing on March 5, 2013 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

**WHEREAS**, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, and amending the conditions of approval, now finds it proper to amend the Housing Element as provided in the attached Exhibits; and

**WHEREAS**, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendment for the Spring Lake Parkview Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland ordains AS FOLLOWS:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby certifies that its members have reviewed and considered the information in the CEQA EIR Addendum and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines.
4. The City Council hereby amends the Housing Element Inventory of Vacant and Potentially Developable Sites as shown in Table II.4; Table II.6 and Appendix A – Parcel Inventory, Table A-1.

**PASSED AND ADOPTED** by the City Council on March 5, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Skip 'Marlin' Davies, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Andrew Morris, City Attorney

Dated:\_\_\_\_\_

**Exhibit "1"** – Policy Document Table 4- Summary of Vacant and Redevelopable Land Inventory

**Exhibit "2"** – Policy Document Table 5 – Approved/On line Units as of July 2008

**Exhibit "3"** – Policy Document Table 7 - Holding Capacity Analysis 2006-2013

**Exhibit "4"** – Background Table II.4 – Summary of Vacant and Redevelopable Land

**Exhibit "5"** – Background Table II.6 – Summary of Spring Lake Holding Capacity

**Exhibit "6"** – Appendix A, Table 1A – Parcel Inventory



**TABLE 4**  
**SUMMARY OF VACANT AND REDEVELOPABLE LAND INVENTORY**  
**BY GENERAL PLAN DESIGNATION**

***REVISED MARCH 5, 2013***

| <b>GP DESIGNATION</b>                           | <b>L.U.</b> | <b>ZONE</b> | <b>MAXIMUM DENSITY (UNITS/ ACRE)</b> | <b>VACANT ACREAGE</b> | <b>REDEVELOPABLE ACREAGE</b> | <b>TOTAL ACREAGE</b> | <b>RESIDENTIAL HOLDING CAPACITY (UNITS)</b> |
|-------------------------------------------------|-------------|-------------|--------------------------------------|-----------------------|------------------------------|----------------------|---------------------------------------------|
| <b>CENTRAL COMMERCIAL</b>                       | <b>CC</b>   | <b>CBD</b>  | <b>12</b>                            | <b>N/A</b>            | <b>0.18</b>                  | <b>0.18</b>          | <b>2</b>                                    |
| <b>EAST STREET CORRIDOR SPECIFIC PLAN ESCSP</b> | <b>ESD</b>  | <b>ESD</b>  | <b>25</b>                            | <b>2.72</b>           | <b>18.33</b>                 | <b>21.05</b>         | <b>421</b>                                  |
| <b>GENERAL COMMERCIAL</b>                       | <b>GC</b>   | <b>C-2</b>  | <b>N/A</b>                           | <b>1.91</b>           | <b>9.1</b>                   | <b>11.01</b>         | <b>N/A</b>                                  |
| <b>HIGH DENSITY RESIDENTIAL</b>                 | <b>HDR</b>  | <b>R-M</b>  | <b>25</b>                            | <b>7.59</b>           | <b>1.82</b>                  | <b>9.41</b>          | <b>188</b>                                  |
| <b>MEDIUM DENSITY RESIDENTIAL</b>               | <b>MDR</b>  | <b>R-2</b>  | <b>16</b>                            | <b>2.17</b>           | <b>N/A</b>                   | <b>2.17</b>          | <b>28</b>                                   |
| <b>MEDIUM-LOW DENSITY RESIDENTIAL</b>           | <b>MLDR</b> | <b>R-1</b>  | <b>12</b>                            | <b>0.68</b>           | <b>0.59</b>                  | <b>1.27</b>          | <b>12</b>                                   |
| <b>NEIGHBORHOOD COMMERCIAL</b>                  | <b>NC</b>   | <b>C-1</b>  | <b>N/A</b>                           | <b>0.46</b>           | <b>N/A</b>                   | <b>0.46</b>          | <b>N/A</b>                                  |
| <b>NEIGHBORHOOD PRESERVATION</b>                | <b>NP</b>   | <b>N-P</b>  | <b>8</b>                             | <b>0.33</b>           | <b>0.59</b>                  | <b>0.92</b>          | <b>6</b>                                    |
| <b>SERVICE COMMERCIAL</b>                       | <b>SC</b>   | <b>C-3</b>  | <b>N/A</b>                           | <b>0.46</b>           | <b>N/A</b>                   | <b>0.46</b>          | <b>N/A</b>                                  |
| <b>SPRING LAKE SPECIFIC PLAN</b>                | <b>SLSP</b> | <b>R-25</b> | <b>25</b>                            | <b>5.14</b>           | <b>N/A</b>                   | <b>5.14</b>          | <b>103</b>                                  |
|                                                 |             |             |                                      |                       |                              |                      |                                             |
| <b>TOTAL</b>                                    | <b>-</b>    | <b>-</b>    | <b>-</b>                             | <b>21.64</b>          | <b>30.43</b>                 | <b>52.07</b>         | <b>760</b>                                  |

Notes: 1) Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory.

2) Numbers for the Residential Holding Capacity have been rounded.

3) Residential units are allowed within the C-1, C-2 and C-3 Zones with a conditional use permit. Since there are certain criteria and restrictions that must be met to obtain a use permit, the projected unit count was not included with this survey.

**TABLE 5**  
**APPROVED/ON-LINE UNITS AS OF JULY 2008**

|                                             | Extremely Low<br>Income | Very<br>Low | Low        | Moderate<br>and<br>Above | Combined<br>Extremely, Very<br>Low, Low,<br>Moderate, and<br>Above Moderate | Notes                                                                                                                                  |
|---------------------------------------------|-------------------------|-------------|------------|--------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Southeast Area Specific Plan (1)</b>     |                         |             |            |                          |                                                                             |                                                                                                                                        |
| Gibson/Ogden                                | 0                       | 0           | 9          | 81                       | 90                                                                          | Approved                                                                                                                               |
| Hanson Ranch                                | 0                       | 0           | 0          | 24                       | 24                                                                          | Construction completed for 12 units,<br>12 units unconstructed.                                                                        |
| <b>Spring Lake Specific Plan (6)</b>        |                         |             |            |                          |                                                                             |                                                                                                                                        |
| Arbors (Centex Homes:<br>AKA-Beeghly Ranch) | 0                       | 0           | 19         | 63                       | 82                                                                          | Design Review pending.                                                                                                                 |
| Reynen & Bardis                             | 0                       | 43 +<br>125 | 68         | 427                      | 663                                                                         | Tentative Subdivision Map approved.<br>Final Map pending.                                                                              |
| DR Horton (AKA-Solara<br>Ranch)             | 0                       | 0           | 10         | 84                       | 94                                                                          | Site Plan and Design Review<br>approved.                                                                                               |
| Rochdale Grange<br>(Neighborhood Partners)  | 0                       | See<br>Note | 0          | See Note                 | See Note                                                                    | Site Plan and Design Review<br>approved. (Units – 43 very low and 1<br>above moderate – included in Reynen<br>& Bardis entry.)         |
| Parkside                                    | 0                       | 0           | 17         | 145                      | 162                                                                         | Site grading in progress.                                                                                                              |
| Heidrick Ranch Phase I                      | 0                       | 0           | 6          | 33                       | 39                                                                          | Construction completed for 10 units                                                                                                    |
| <b>Downtown Specific Plan (3)</b>           |                         |             |            |                          |                                                                             |                                                                                                                                        |
| Capitol Hotel/Saloon                        | 0                       | 0           | 0          | 5                        | 5                                                                           | Under Construction (residential and<br>commercial uses).                                                                               |
| City Center Lofts                           | 0                       | 0           | 17         | 153                      | 170                                                                         | Planning Commission approved<br>project at its June 19, 2008 meeting.                                                                  |
| <b>Other</b>                                |                         |             |            |                          |                                                                             |                                                                                                                                        |
| Maxwell School                              | 0                       | 0           | 0          | 8                        | 8                                                                           | Tentative maps approved. Final Map<br>pending.                                                                                         |
| 3 College Street                            | 0                       | 0           | 0          | 2                        | 2                                                                           | Conditional Use Permit approved.<br>Design Review approval pending.                                                                    |
| Castro Apartments                           | 0                       | 0           | 0          | 5                        | 5                                                                           | Approved by Zoning Administrator.<br>Building plans also approved. Property<br>is being marketed.                                      |
| Hutchinson Valley Lane                      | 0                       | 0           | 2          | 20                       | 22                                                                          | Construction completed for 10 units,<br>12 units unconstructed.                                                                        |
| Arjmand Duplexes                            | 0                       | 0           | 0          | 4                        | 4                                                                           | Building permits pending.                                                                                                              |
| Country Oaks                                | 0                       | 0           | 4          | 34                       | 38                                                                          | Approved Tentative Subdivision Map<br>and Conditional Use Permit. Final<br>Map pending.                                                |
| Ordonez                                     | 0                       | 0           | 0          | 1                        | 1                                                                           | Tentative Map approval. Final Map<br>pending.                                                                                          |
| Tovar Mixed Use (417<br>West)*              | 0                       | 0           | 0          | 2                        | 2                                                                           | Tentative Map approved. Two-year<br>Map Extension of time approved.                                                                    |
| Tovar Mixed Use (304<br>Main)*              | 0                       | 2           | 1          | 7                        | 10                                                                          | Site Plan and Design Review<br>approved. Applicant to file CUP or<br>meet new downtown parking<br>standards.                           |
| Fair Plaza East (35 West<br>Clover Street)  | 0                       | 14          | 53         | 1                        | 68                                                                          | Senior complex to be rehabilitated.                                                                                                    |
| Casa Del Sol                                | 0                       | 94          | 39         | 23                       | 156                                                                         | Mobile home park proceeding with<br>rehabilitation project financing.<br>Construction on Phase I of the project<br>began in June 2008. |
| <b>Total</b>                                | <b>0</b>                | <b>278</b>  | <b>245</b> | <b>1,122</b>             | <b>1,645</b>                                                                |                                                                                                                                        |

Source: City of Woodland Community Development, 2008

**TABLE 7**  
**WOODLAND RESIDENTIAL HOLDING CAPACITY ANALYSIS 2006-2013**  
**REVISED MARCH 5, 2013**

|                                                                       | Very Low   | Low        | Moderate    | Combined<br>Very Low,<br>Low, and<br>Moderate | Above<br>Moderate | Total           |
|-----------------------------------------------------------------------|------------|------------|-------------|-----------------------------------------------|-------------------|-----------------|
| <b>Total RHNP Allocation (2006-2013)</b> (see Table I.25)             | <b>425</b> | <b>266</b> | <b>238</b>  | <b>929</b>                                    | <b>942</b>        | <b>1,871</b>    |
| Units Built/Under Construction: July 2007- March 2008                 | 85         | 71         | 0           | 156                                           | 44                | 200             |
| Approved/On-Line Units (see Table II.5)                               | 278        | 245        | 23          | 421                                           | 1,224             | 1,475           |
| Holding Capacity - Vacant and Redevelopable Land (see Table II.4) (1) | -          | -          | -           | -                                             | -                 | 760             |
| <b>Remaining Need (2)</b>                                             | <b>-62</b> | <b>+33</b> | <b>-215</b> | <b>-369</b>                                   | <b>+173</b>       | <b>+564 (3)</b> |

- (1) Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory. Of the commercial designations, only the CC designation permits residential development.
- (2) The deficit of 62 units for the very low income category can be addressed with the R-25 (5.14 acres in size) site located in the Spring Lake Specific Plan Area (Table 4 of Policy Document and Appendix A of Background Report).
- (3) The net surplus of 564 units is calculated as follows: 760 – 62 (deficit of very low income units) + 33 (surplus of low income units) – 215 (deficit of moderate income units) + 173 (surplus of above moderate income units).

**TABLE II.4**  
**SUMMARY OF VACANT AND REDEVELOPABLE LAND INVENTORY**  
**BY GENERAL PLAN DESIGNATION**

***REVISED MARCH 5, 2013***

| <b>GP DESIGNATION</b>                             | <b>LU (2)</b> | <b>ZONE (2)</b> | <b>MAXIMUM DENSITY (UNITS/ ACRE)</b> | <b>VACANT ACREAGE</b> | <b>REDEVELOPABLE ACREAGE</b> | <b>TOTAL ACREAGE</b> | <b>RESIDENTIAL HOLDING CAPACITY (UNITS) (1)</b> |
|---------------------------------------------------|---------------|-----------------|--------------------------------------|-----------------------|------------------------------|----------------------|-------------------------------------------------|
| <b>CENTRAL COMMERCIAL</b>                         | <b>CC</b>     | <b>CBD</b>      | <b>12</b>                            | <b>0.18</b>           | <b>N/A</b>                   | <b>0.18</b>          | <b>2</b>                                        |
| <b>EAST STREET CORRIDOR SPECIFIC PLAN (ESCSP)</b> | <b>ESD</b>    | <b>ESD</b>      | <b>25</b>                            | <b>2.72</b>           | <b>18.33</b>                 | <b>21.05</b>         | <b>421</b>                                      |
| <b>GENERAL COMMERCIAL</b>                         | <b>GC</b>     | <b>C-2</b>      | <b>N/A</b>                           | <b>1.91</b>           | <b>9.1</b>                   | <b>11.01</b>         | <b>N/A</b>                                      |
| <b>HIGH DENSITY RESIDENTIAL</b>                   | <b>HDR</b>    | <b>RM</b>       | <b>25</b>                            | <b>7.59</b>           | <b>1.82</b>                  | <b>9.41</b>          | <b>188</b>                                      |
| <b>MEDIUM DENSITY RESIDENTIAL</b>                 | <b>MDR</b>    | <b>R-2</b>      | <b>16</b>                            | <b>2.17</b>           | <b>N/A</b>                   | <b>2.17</b>          | <b>28</b>                                       |
| <b>MEDIUM-LOW DENSITY RESIDENTIAL</b>             | <b>MLDR</b>   | <b>R-1</b>      | <b>12</b>                            | <b>0.68</b>           | <b>0.59</b>                  | <b>1.27</b>          | <b>12</b>                                       |
| <b>NEIGHBORHOOD COMMERCIAL</b>                    | <b>NC</b>     | <b>C-1</b>      | <b>N/A</b>                           | <b>0.46</b>           | <b>N/A</b>                   | <b>0.46</b>          | <b>N/A</b>                                      |
| <b>NEIGHBORHOOD PRESERVATION</b>                  | <b>NP</b>     | <b>N-P</b>      | <b>8</b>                             | <b>0.33</b>           | <b>0.59</b>                  | <b>0.92</b>          | <b>6</b>                                        |
| <b>SERVICE COMMERCIAL</b>                         | <b>SC</b>     | <b>C-3</b>      | <b>N/A</b>                           | <b>0.46</b>           | <b>N/A</b>                   | <b>0.46</b>          | <b>N/A</b>                                      |
| <b>SPRING LAKE SPECIFIC PLAN (SLSP)</b>           | <b>SLSP</b>   | <b>R-25</b>     | <b>25</b>                            | <b>5.14</b>           | <b>N/A</b>                   | <b>5.14</b>          | <b>103</b>                                      |
|                                                   |               |                 |                                      |                       |                              |                      |                                                 |
| <b>TOTAL</b>                                      | <b>-</b>      | <b>-</b>        | <b>-</b>                             | <b>21.64</b>          | <b>30.43</b>                 | <b>52.07</b>         | <b>760</b>                                      |

Note:

- 1) Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory.
- 2) Numbers for the Residential Holding Capacity have been rounded. The residential yield was calculated at 80% of maximum density. Based on typically constructed densities, a residential yield of 80% is a conservative approach.
- 3) Residential units are allowed within the C-1, C-2 and C-3 Zones with a conditional use permit. Since there are certain criteria and restrictions that must be met to obtain a use permit, the projected unit count was not included with this survey.

**TABLE II.6**  
**SPRING LAKE SPECIFIC PLAN**  
**SUMMARY OF RESIDENTIAL HOLDING CAPACITY BY ZONE**  
**REVISED MARCH 5, 2013**

| <b>Zone</b>          | <b>Maximum Density<br/>(Units/ Acre)</b> | <b>Acreage</b> | <b>Residential Holding Capacity<br/>(Units)</b> |
|----------------------|------------------------------------------|----------------|-------------------------------------------------|
| <b>Single Family</b> | -                                        | <b>592.3</b>   | <b>2,971</b>                                    |
| R-3                  | 3.0                                      | 127.0          | 381                                             |
| R-4                  | 4.0                                      | 73.0           | 292                                             |
| R-5                  | 5.0                                      | 315.9          | 1,579                                           |
| R-8                  | 8.0                                      | 92.65          | 719                                             |
|                      |                                          |                |                                                 |
| <b>Multifamily</b>   | -                                        | <b>60.5</b>    | <b>971</b>                                      |
| R-15                 | 15.0                                     | 32.7           | 491                                             |
| R-20                 | 20.0                                     | 16.55          | 355                                             |
| R-25                 | 25.0                                     | 5.0            | 125                                             |
|                      |                                          |                |                                                 |
| <b>Total</b>         | -                                        | <b>652.8</b>   | <b>3,942</b>                                    |

Source: City of Woodland Spring Lake Specific Plan.

## Appendix A: Parcel Inventory

**TABLE A.1  
PARCEL INVENTORY**

**REVISED \_\_\_\_ 2012**

| #                       | ADDRESS                   | Parcel #     | Acreage | GP   | Zoning | Status        | Realistic Capacity* | Notes                 |
|-------------------------|---------------------------|--------------|---------|------|--------|---------------|---------------------|-----------------------|
| <b>Zone R-1</b>         |                           |              |         |      |        |               |                     |                       |
| 1                       | 1022 WEST ST              | 006-281-30-1 | 0.27    | MLDR | R-1    | Redevelopable | 2                   |                       |
| 2                       | 1006 COTTONWOOD ST        | 065-175-21-1 | 0.16    | MLDR | R-1    | Redevelopable | 2                   |                       |
| 3                       | 506 CHAPMAN CIR           | 065-211-22-1 | 0.16    | MLDR | R-1    | Redevelopable | 2                   | Duplex                |
| 4                       | 11 AMHERST PL             | 039-361-05-1 | 0.33    | MLDR | R-1    | Vacant        | 3                   |                       |
| 5                       | 883 W SOUTHWOOD DR        | 065-370-06-1 | 0.35    | MLDR | R-1    | Vacant        | 3                   |                       |
| <b>Zone R-2</b>         |                           |              |         |      |        |               |                     |                       |
| 6                       | ELLIOT ST                 | 005-540-29-1 | 0.43    | MDR  | R-2    | Vacant        | 6                   |                       |
| 7                       | 318 BEAMER ST             | 005-604-06-1 | 0.52    | MDR  | R-2    | Vacant        | 7                   |                       |
| 8                       | COLLEGE ST                | 005-615-17-1 | 0.21    | MDR  | R-2    | Vacant        | 3                   |                       |
| 9                       | 270 PALM AVE/808 KENTUCKY | 005-692-59-1 | 0.27    | MDR  | R-2    | Vacant        | 3                   |                       |
| 10                      | 268 PALM AVE              | 005-692-61-1 | 0.22    | MDR  | R-2    | Vacant        | 3                   |                       |
| 11                      | 225 FREEMAN ST            | 005-715-07-1 | 0.26    | MDR  | R-2    | Vacant        | 3                   |                       |
| 12                      | 316 WOODLAND AVE          | 005-716-09-1 | 0.13    | MDR  | R-2    | Vacant        | 2                   |                       |
| 13                      | 204 N COLLEGE ST          | 005-716-10-1 | 0.13    | MDR  | R-2    | Vacant        | 2                   |                       |
| <b>Zone RM</b>          |                           |              |         |      |        |               |                     |                       |
| 14                      | 609 COMMUNITY LN          | 065-300-04-1 | 0.89    | HDR  | R-M    | Redevelopable | 18                  |                       |
| 15                      | 622 CALIFORNIA ST         | 065-300-24-1 | 0.23    | HDR  | R-M    | Redevelopable | 5                   |                       |
| 16                      | 626 CALIFORNIA ST         | 065-300-25-1 | 0.48    | HDR  | R-M    | Redevelopable | 10                  |                       |
| 17                      | 509 CALIFORNIA ST         | 065-290-39-1 | 0.22    | HDR  | R-M    | Redevelopable | 5                   |                       |
| 18                      | ELIZABETH WAY             | 065-221-05-1 | 0.26    | HDR  | R-M    | Vacant        | 6                   |                       |
| 19                      | ELIZABETH WAY             | 065-221-06-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 20                      | ELIZABETH WAY             | 065-221-07-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 21                      | ELIZABETH WAY             | 065-221-08-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 22                      | ELIZABETH WAY             | 065-221-09-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 23                      | ELIZABETH WAY             | 065-221-10-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 24                      | ELIZABETH WAY             | 065-221-11-1 | 0.27    | HDR  | R-M    | Vacant        | 6                   |                       |
| 25                      | CALIFORNIA ST             | 065-221-12-1 | 0.2     | HDR  | R-M    | Vacant        | 4                   |                       |
| 26                      | CALIFORNIA ST             | 065-221-13-1 | 0.26    | HDR  | R-M    | Vacant        | 6                   |                       |
| 27                      | 531 COMMUNITY LN          | 065-290-07-1 | 0.44    | HDR  | R-M    | Vacant        | 9                   |                       |
| 28                      | MATMOR RD                 | 066-030-33-1 | 1.09    | HDR  | R-M    | Vacant        | 22                  |                       |
| 29                      | 136 WOODLAND AV           | 005-720-08-1 | 4.37    | MDR  | R-M    | Vacant        | 87                  | Vacant Part of Parcel |
| <b>SLSP (Zone R-20)</b> |                           |              |         |      |        |               |                     |                       |
|                         |                           |              |         |      |        |               |                     |                       |
| <b>SLSP (Zone R-25)</b> |                           |              |         |      |        |               |                     |                       |
| 31                      | FARMERS CENTRAL AV        | 042-533-01-1 | 5.14    | SLSP | R-25   | Vacant        | 103                 | In SLSP               |

**Zone C-1**

|    |                |              |      |    |     |        |     |
|----|----------------|--------------|------|----|-----|--------|-----|
| 32 | 335 FREEMAN ST | 005-705-07-1 | 0.46 | NC | C-1 | Vacant | n/a |
|----|----------------|--------------|------|----|-----|--------|-----|

**Zone C-2**

|    |                           |              |      |    |     |               |     |
|----|---------------------------|--------------|------|----|-----|---------------|-----|
| 33 | 384-392 W MAIN ST & CR 99 | 064-170-06-1 | 4.29 | GC | C-2 | Redevelopable | n/a |
| 34 | 276 CR 98                 | 064-170-48-1 | 4.81 | GC | C-2 | Redevelopable | n/a |
| 35 | 420 GRAND AVE & 419 1/2   | 006-024-01-1 | 0.21 | GC | C-2 | Vacant        | n/a |
| 36 | W LINCOLN AVE             | 065-250-57-1 | 1.2  | GC | C-2 | Vacant        | n/a |
| 37 | CALIFORNIA ST             | 065-280-23-1 | 0.48 | GC | C-2 | Vacant        | n/a |
| 38 | CALIFORNIA ST             | 065-290-27-1 | 0.02 | GC | C-2 | Vacant        | n/a |

**Zone C-3**

|    |                 |              |      |    |     |        |     |
|----|-----------------|--------------|------|----|-----|--------|-----|
| 39 | 327 N WALNUT ST | 005-703-04-1 | 0.46 | SC | C-3 | Vacant | n/a |
|----|-----------------|--------------|------|----|-----|--------|-----|

**CBD**

|    |                 |              |      |    |     |               |          |
|----|-----------------|--------------|------|----|-----|---------------|----------|
| 40 | 514-518 MAIN ST | 006-561-06-1 | 0.18 | CC | CBD | Redevelopable | 2 In RDA |
|----|-----------------|--------------|------|----|-----|---------------|----------|

**N-P**

|    |               |              |      |    |     |               |   |
|----|---------------|--------------|------|----|-----|---------------|---|
| 41 | 149 5TH ST    | 005-162-45-1 | 0.25 | NP | N-P | Redevelopable | 2 |
| 42 | 528 WALNUT ST | 006-582-07-1 | 0.34 | NP | N-P | Redevelopable | 2 |
| 43 | 170 1ST ST    | 005-632-14-1 | 0.14 | NP | N-P | Vacant        | 1 |
| 44 | 167 1ST ST    | 005-633-12-1 | 0.19 | NP | N-P | Vacant        | 2 |

**ESD**

|    |                 |              |      |       |     |               |    |
|----|-----------------|--------------|------|-------|-----|---------------|----|
| 45 | 119-123 EAST ST | 063-060-01-1 | 1.4  | ESCSP | ESD | Redevelopable | 28 |
| 46 | LEMEN AV        | 063-060-05-1 | 4.35 | ESCSP | ESD | Redevelopable | 87 |
| 47 | 25 EAST ST      | 063-090-31-1 | 0.97 | ESCSP | ESD | Redevelopable | 19 |
| 48 | 301 EAST ST     | 063-071-04-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 49 | 303 EAST ST     | 063-071-05-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 50 | 308 A ST        | 063-071-06-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 51 | 306 A ST        | 063-071-07-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 52 | 306 B ST        | 063-071-09-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 53 | 308 B ST        | 063-071-10-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 54 | 309 B ST        | 063-071-11-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 55 | 307 B ST        | 063-071-12-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 56 | 306 C ST        | 063-071-13-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 57 | 308 C ST        | 063-071-14-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 58 | 301 C ST        | 063-072-01-1 | 0.1  | ESCSP | ESD | Redevelopable | 2  |
| 59 | 309 C ST        | 063-072-04-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 60 | 311 C ST        | 063-072-12-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 61 | 318 D ST        | 063-072-06-1 | 0.07 | ESCSP | ESD | Redevelopable | 2  |
| 62 | 310 D ST        | 063-072-08-1 | 0.59 | ESCSP | ESD | Redevelopable | 12 |
| 63 | 305 C ST        | 063-072-12-1 | 0.15 | ESCSP | ESD | Redevelopable | 3  |
| 64 | 313 C ST        | 063-072-13-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 65 | 309 D ST        | 063-073-01-1 | 0.33 | ESCSP | ESD | Redevelopable | 6  |
| 66 | 311 D ST        | 063-073-02-1 | 0.21 | ESCSP | ESD | Redevelopable | 4  |
| 67 | 313 D ST        | 063-073-03-1 | 0.21 | ESCSP | ESD | Redevelopable | 4  |

|                      |                           |              |              |       |     |               |                        |                     |
|----------------------|---------------------------|--------------|--------------|-------|-----|---------------|------------------------|---------------------|
| 68                   | 316 1/2 D ST              | 063-073-04-1 | 0.1          | ESCSP | ESD | Redevelopable | 2                      |                     |
| 69                   | 316 D ST                  | 063-073-05-1 | 0.1          | ESCSP | ESD | Redevelopable | 2                      |                     |
| 70                   | 318 D ST/1243 ARMFIELD    | 063-074-01-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 71                   | 1246 ARMFIELD AVE         | 063-074-02-1 | 0.11         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 72                   | 1247-49 ARMFIELD AVE      | 063-074-03-1 | 0.24         | ESCSP | ESD | Redevelopable | 5                      | Remodel in Progress |
| 73                   | 1233 ARMFIELD AVE         | 063-075-01-1 | 0.26         | ESCSP | ESD | Redevelopable | 6                      |                     |
| 74                   | 1237 ARMFIELD AVE         | 063-075-02-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 75                   | 1240 ARMFIELD AV/1239 1/2 | 063-075-03-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 76                   | 1242 ARMFIELD AVE         | 063-075-04-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 77                   | 1223-29 ARMFIELD AVE      | 063-076-01-1 | 0.53         | ESCSP | ESD | Redevelopable | 10                     |                     |
| 78                   | 313 C ST                  | 063-076-02-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 79                   | 1211 ARMFIELD AVE         | 063-077-01-1 | 0.26         | ESCSP | ESD | Redevelopable | 6                      |                     |
| 80                   | 1213 ARMFIELD AVE         | 063-077-02-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 81                   | 1215 ARMFIELD AVE         | 063-077-03-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 82                   | 1219 ARMFIELD AVE         | 063-077-04-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 83                   | 316 EAST ST               | 063-078-01-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 84                   | 1208 ARMFIELD AVE         | 063-078-02-1 | 0.4          | ESCSP | ESD | Redevelopable | 8                      |                     |
| 85                   | 311 A ST                  | 063-078-03-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 86                   | 535 JOHNSTON ST           | 066-021-04-1 | 2.14         | ESCSP | ESD | Redevelopable | 43                     |                     |
| 87                   | 1225 EAST OAK ST          | 066-021-27-1 | 1.17         | ESCSP | ESD | Redevelopable | 23                     |                     |
| 88                   | 1237 EAST OAK ST          | 066-021-28-1 | 1.52         | ESCSP | ESD | Redevelopable | 30                     |                     |
| 89                   | 145 EAST ST               | 063-060-10-1 | 1.5          | ESCSP | ESD | Vacant        | 30                     |                     |
| 90                   | 145 EAST ST               | 063-060-12-1 | 0.94         | ESCSP | ESD | Vacant        | 19                     |                     |
| 91                   | 613 EAST ST               | 066-021-25-1 | 0.28         | ESCSP | ESD | Vacant        | 6                      |                     |
| <b>TOTAL ACREAGE</b> |                           |              | <b>52.07</b> |       |     |               | <b>764 TOTAL UNITS</b> |                     |

Note: A residential yield of 80% was used for the properties on Appendix A (Parcel Inventory). Based on typically constructed densities, a residential yield of 80% is a conservative approach.

# ATTACHMENT D



**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND,**  
**CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE**  
**CITY OF WOODLAND AND ALC IV WOODLAND SPRING LAKE, LLC FOR THE**  
**PARKVIEW IN SPRING LAKE DEVELOPMENT.**

**WHEREAS**, pursuant to Government Code Section 65864 et seq., the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and,

**WHEREAS**, the City has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

**WHEREAS**, ALC IV Woodland Spring Lake, LLC (“Developer”) propose to develop certain real property located in the City of Woodland (“Property”), more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, for residential use (“Project”); and

**WHEREAS**, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865 ; and

**WHEREAS**, Developer proposes the Project to achieve the goals of the City’s General Plan (“General Plan”) and the Spring Lake Specific Plan (“SLSP”), as further described and conditioned in the development agreement attached hereto as Exhibit “ ” and incorporated herein by reference; and

**WHEREAS**, the City desires timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

**WHEREAS**, the City Council has found that the Development Agreement is consistent with the City’s General Plan and the SLSP; and

**WHEREAS**, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City’s planning policies and requirements, except as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

**WHEREAS**, City has determined that by entering into the Development Agreement City will (i) promote orderly growth and quality development on the Property in accordance with the goals

and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

**WHEREAS**, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

**WHEREAS**, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and

**WHEREAS**, the City of Woodland City Council held a duly noticed public hearing on March 5 2013 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

**WHEREAS**, on March 5, 2013 the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

**WHEREAS**, March 5, 2013 the City Council introduced this Ordinance through a first reading of this Ordinance; and

**WHEREAS**; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 et seq. on March 5, 2013, the City Council certified an EIR addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project and Development Agreements; and

**WHEREAS**, the terms and conditions of the Development Agreements have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, City finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement are consistent with the General Plan and SLSP; (iii) the Development Agreements are in conformity with the public convenience, general welfare and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety and general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code Sections 65865 et seq., the City Council hereby approves the Development Agreement attached hereto as Exhibit "A"

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs, including the need for affordable housing and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City's Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Agreement because, on March 5, 2013, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project Development Agreement.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 6. This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

**PASSED AND ADOPTED** by the City Council on March 5, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Skip 'Marlin' Davies  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Andrew Morris, City Attorney

Dated:\_\_\_\_\_

**Exhibit "A" – Development Agreement**

Recorded at request of: )  
City Clerk )  
City of Woodland )  
 )  
When recorded return to: )  
City of Woodland )  
300 First Street )  
Woodland, CA 95695 )  
Attention: City Clerk )  
 )

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Exempt from filing fees pursuant to Government Code §6103

**DEVELOPMENT AGREEMENT NO. [\_\_\_\_\_]**

**A DEVELOPMENT AGREEMENT BETWEEN**

**CITY OF WOODLAND**

**and**

**ALC IV WOODLAND-SPRING LAKE, LLC**

**2.11.13 Draft**

## **DEVELOPMENT AGREEMENT NO. [\_\_\_\_]**

This Development Agreement (hereinafter “Agreement”) is entered into as of this 5th day of March, 2013 by and between the City of Woodland, California (“CITY”), and ALC IV Woodland-Spring Lake, LLC, a California limited liability company (“OWNER”):

### **RECITALS**

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan (“Plan”) which encompasses OWNER’s property, more fully described on Exhibit “A” and shown on Exhibit “B” to this Agreement (“Property”), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, the then owner of the Property, Turn of the Century, LLC, and CITY entered into a development agreement approved by the Woodland City Council on August 19, 2003 (“TOC 160 Development Agreement”); and

WHEREAS, OWNER and CITY wish to enter into a project specific development agreement pursuant to the Plan, which shall replace the TOC 160 Development Agreement as it pertains to the Property allowing for the construction of a project as described herein (“Project”); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council’s certification of Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH

#99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR dated December 18, 2001, November 19, 2002, December 17, 2002 and April 15, 2003; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

### **COVENANTS**

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **1. DEFINITIONS AND EXHIBITS.**

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance,

repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision

requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement. The Property consists of two separate parcels: APN 042-010-083 (former school site) and APN: 042-010-084 (Former multi-family parcel).

1.1.16 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Legal Description of the Property

Exhibit "B" – Map showing Property and its location

Exhibit "C" – Development Plan and Conditions of Approval

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall continue for a period of 20 years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this

Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot,

and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

- (a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.
- (b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telephone company after transmission by facsimile to the recipient named below. All notices shall be addressed as

follows:

If to CITY:

City of Woodland  
300 First Street  
Woodland, CA 95695  
Attn: City Manager  
Telephone: (530) 661-5800  
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP  
400 Capitol Mall, Suite 1650  
Sacramento, CA 95814  
Attn: Woodland City Attorney  
Telephone: (916) 325-4000  
Facsimile: (916) 325-4010

If to OWNER:

ALC IV Woodland-Spring Lake, LLC  
8678 Carey Court  
Stockton, CA 95212  
Attn: William R. Zech  
Telephone: (209) 405-1259  
Facsimile: (209) 931-4918

Copy to:

Robert J.S. Fowler  
PO Box 1008  
Santa Margarita, CA 93453  
Telephone: (805) 701-5702

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

### 3. DEVELOPMENT OF THE PROPERTY.

#### 3.1 Rights to Develop.

3.1.1 Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revising the Land Use Regulations pursuant to Government Code section 65866, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan. OWNER acknowledges that the rezone, Specific Plan Amendment and Tentative Subdivision Map #5004 which is the subject of this Agreement will result in 108 additional R-8 single family units being added to the Spring Lake Specific Plan, OWNER is simultaneously reducing the number of multifamily units that it is currently entitled to construct within the Spring Lake Specific Plan by 125 units.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

### 3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development

Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact

Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, the CITY shall enter into a Funding and Reimbursement Agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of cash, fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's Property. The CITY has previously entered into a Funding and Reimbursement Agreement, dated September 7, 2005 with the then owner of the Property, HTW West Ventures, LLC.

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

##### 4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in the Funding and Reimbursement Agreement dated September 7, 2005 entered into between CITY and OWNER pursuant to Section 3.9. Once the OWNER has satisfied the Former School Parcel's financial obligation pursuant to the CITY'S building unit allocation ordinance pursuant to Section 5 below, OWNER shall be entitled to a credit-equal to the amount received in payment by the First Release Property Owners.

4.2.4 Future Development Impact Fees. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "D", the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. Swainson's Hawk Mitigation. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Pursuant to Section 4.4 of the TOC 160 Development Agreement, agricultural conservation easements as required by the Agricultural Mitigation Program were provided which satisfy the requirements for mitigation of agricultural uses as well as Swainson's hawk habitat mitigation related to the Property.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance. Once OWNER has satisfied the Former School Parcel's financial obligation pursuant to the CITY's building unit allocation ordinance pursuant to Section 5 below, the CITY shall assign the Project 41 first release building unit allocations and 67 additional BUA's subject to Chapter 26 of the Woodland Municipal Code and the City's Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake.

4.7 Inclusionary Housing Agreement. In April of 2005, CITY entered into that certain Affordable Housing Land Dedication Agreement with three developers which included the then title holder to the Property, HTW West Ventures, LLC. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan. Such Inclusionary Housing Agreement shall mandate that 7 affordable single family homes be constructed throughout the Project and will include a cash payment for the Spring Lake Offsite Affordable Housing fee on a per market rate single family lot basis for the 10 acre Former School Parcel.

4.8 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.9 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards, and received approval of such plans by the City Engineer.

5. FINANCING OF PUBLIC IMPROVEMENTS. CITY and OWNER will cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER acknowledges that the Property is already part of an existing community facilities and special assessment district. OWNER further acknowledges that when its Property is rezoned for R-8 single family use, the Property will be obligated to pay more than its current allocated share of existing special assessment district and community facilities district assessments in the future, including the financial obligation pursuant to the CITY's building unit allocation ordinance to bring the Former School parcel to par with other

similarly situated R-8 properties. To the extent any such district or other financing entity is formed and sells bonds or bond equivalents in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

## 6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

### 6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or

concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

## 7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this

Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

## 8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion,

failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of

OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

#### 10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "D" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 **[reserved]**

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

**OWNER**

ALC IV WOODLAND-SPRING LAKE,  
LLC, a California limited liability company

BY: ACCESS LAND COMPANY, LLC, a  
California limited liability company

By: \_\_\_\_\_

William R. Zech

Its: Manager

Dated: \_\_\_\_\_

**CITY**

CITY OF WOODLAND, a California  
municipal corporation

By: \_\_\_\_\_

Skip 'Marlin' Davies

Mayor

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Ana Gonzalez

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

\_\_\_\_\_  
City Attorney



STATE OF CALIFORNIA                    )  
                                                          )  
COUNTY OF \_\_\_\_\_ )           ss.

On \_\_\_\_\_, 2013 before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA                    )  
                                                          )  
COUNTY OF \_\_\_\_\_ )           ss.

On \_\_\_\_\_, 2013 before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA                    )  
                                                          )  
COUNTY OF \_\_\_\_\_ )           ss.

On \_\_\_\_\_, 2013 before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

(Legal Description of the Property)

The land referred to is situated in the County of Yolo, City of Woodland, State of California and is described as follows:

Lot N and O, as shown on that certain Map entitled, "Subdivision No. 4821, Turn of the Century, Large Lot Subdivision", filed January 31, 2006, in the Office of the County Recorder of Yolo County, California, in Book 2006 of Maps, at Page(s) 18 through 20, inclusive.

Excepting therefrom all minerals, mineral deposits and natural resources, including all oil, gas and other hydrocarbon substances in and under said land below a depth of five hundred (500) feet, without right of surface entry or entry into five hundred (500) feet below the surface of the Land, as the same was reserved by Turn of the Century, a Delaware limited liability company, in Grant deed recorded January 7, 2004, in Official Records under Recorder's Serial Number 2004-0000650.

APN: 042-010-083 (Affects Lot N)

APN: 042-010-084 (Affects Lot O)

Exhibit A

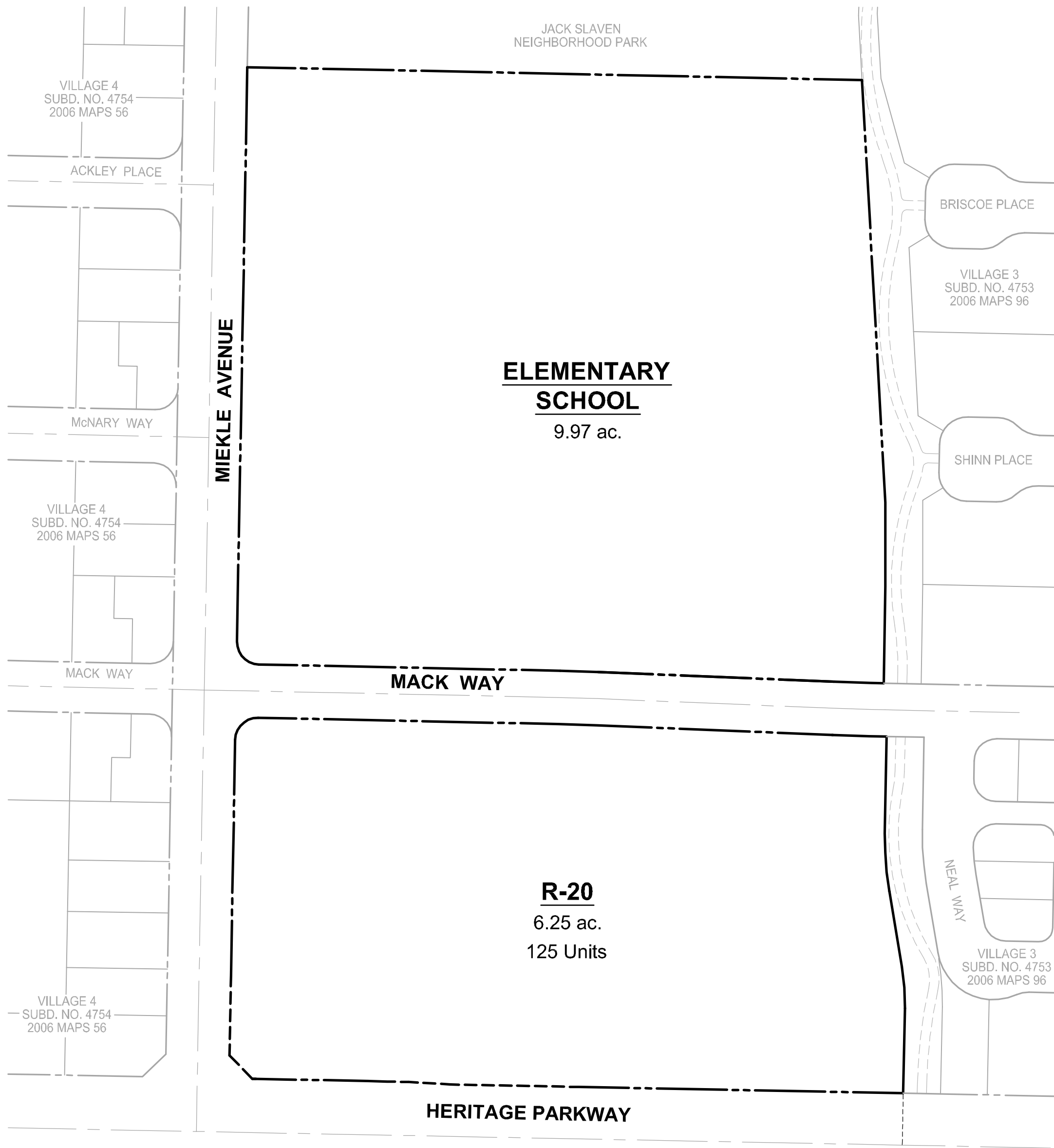


**EXHIBIT “B”**

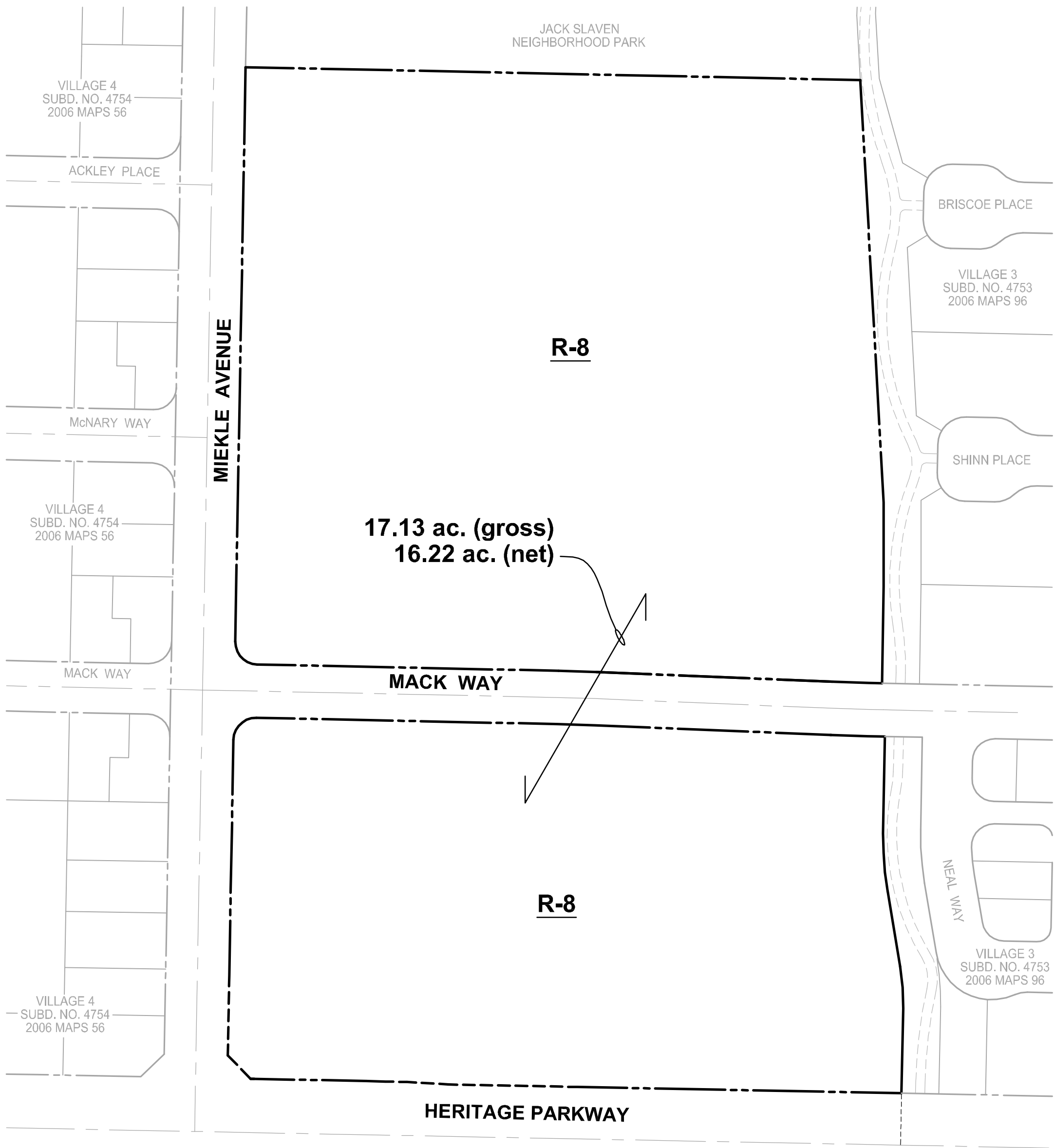
(Map of the Property)

Exhibit B



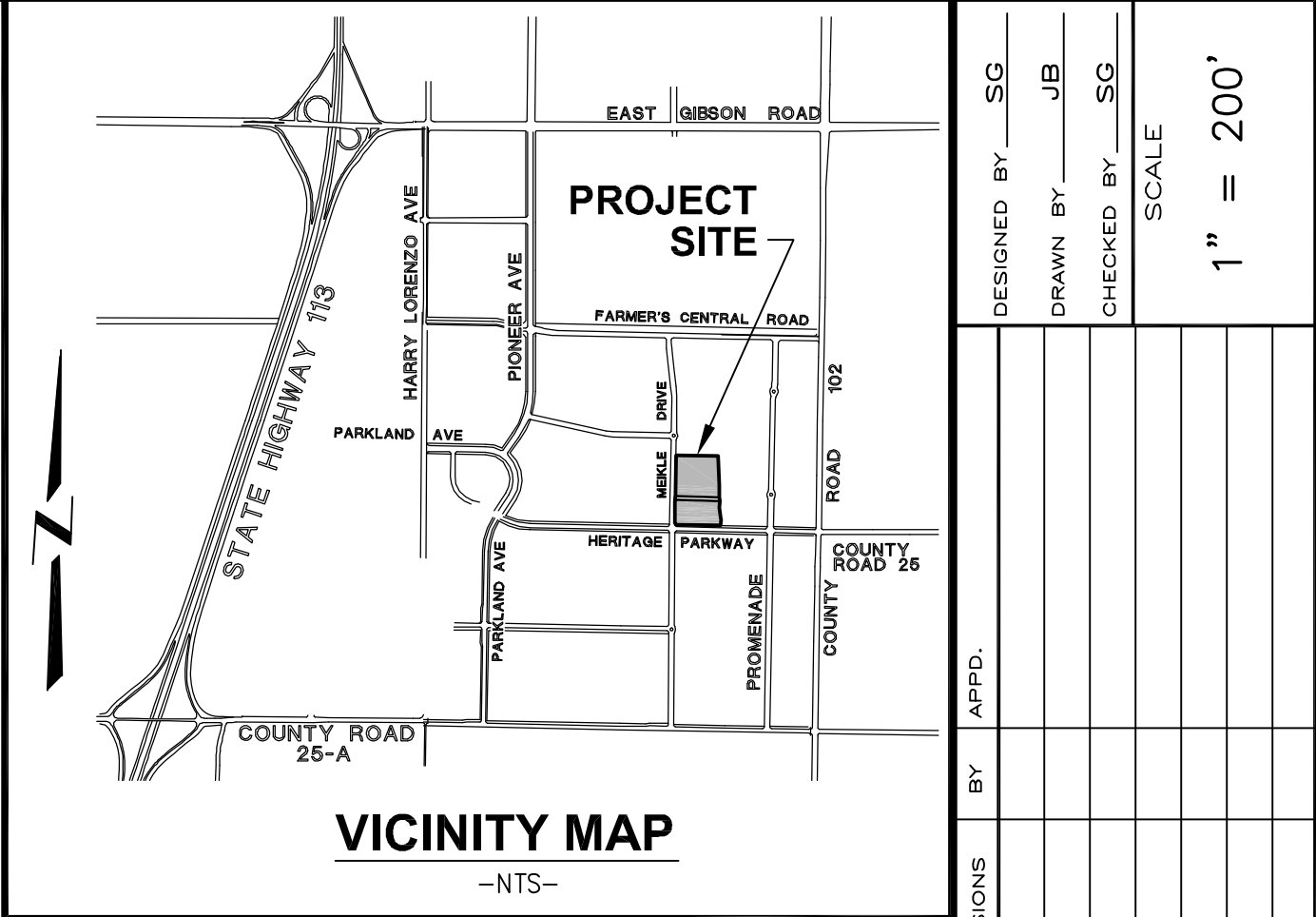
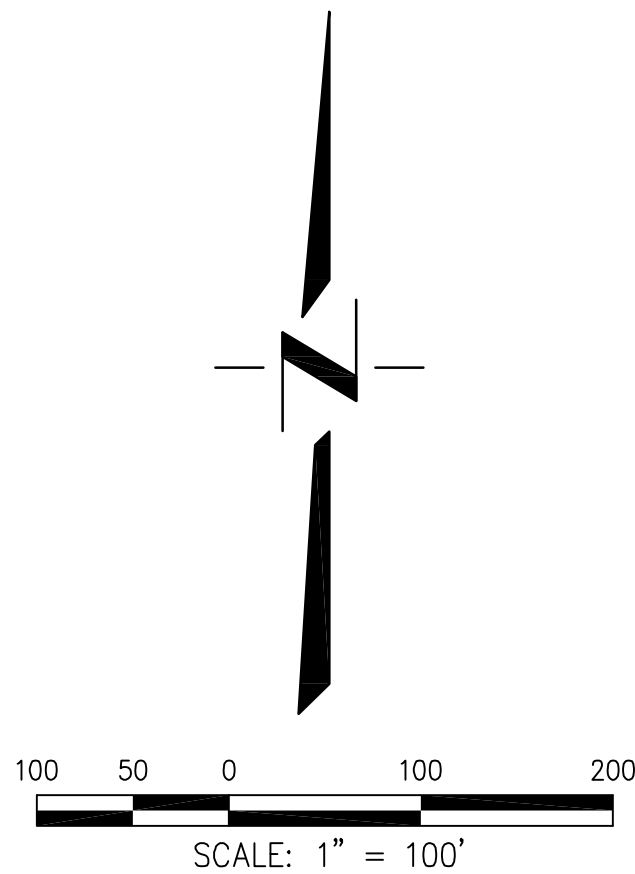


EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

| EXISTING LAND USE |                                        |           |             | PROPOSED LAND USE |             |                | DIFFERENCE    |             |
|-------------------|----------------------------------------|-----------|-------------|-------------------|-------------|----------------|---------------|-------------|
| LAND USE SUMMARY  |                                        | AREA      | TOTAL UNITS | AREA              | TOTAL UNITS | DENSITY        | AREA          | TOTAL UNITS |
| R-8               | SINGLE FAMILY RESIDENTIAL (6-8 du/ac)  | 0.00 ac.  | 0           | 16.22 ac. (N)     | 108         | 6.66 ac. (N)   | 16.22 ac. (N) | 108         |
| R-20              | MULTI-FAMILY RESIDENTIAL (16-20 du/ac) | 6.25 ac.  | 125         | 0.00 ac.          | 0           |                | (6.25 ac.)    | (125)       |
| SCHOOL            | ELEMENTARY SCHOOL                      | 9.97 ac.  | 0           | 0.00 ac.          | 0           |                | (9.97 ac.)    | 0           |
| EX. LOCAL ROAD    | MACK WAY                               | 0.91 ac.  |             | 0.91 ac.          | 0           |                | 0.00 ac.      |             |
|                   |                                        | 17.13 ac. | 125         | 17.13 ac.         | 108         | 6.30 du/ac (G) | 0.00          | (17)        |





**EXHIBIT “C”**

Development Map and Conditions of Approval

Exhibit C



**FINDINGS AND CONDITIONS OF APPROVAL FOR THE PARKVIEW PROJECT  
INCLUDING A SPECIFIC PLAN AMENDMENT TO REZONE LAND FROM MULTI-  
FAMILY RESIDENTIAL (R-20) AND SCHOOL TO SINGLE FAMILY RESIDENTIAL  
(R-8); TENTATIVE SUBDIVISION MAP #5004 , AND DEVELOPMENT AGREEMENT**

(As approved by the Woodland City Council March 5, 2013).

**FINDINGS**

**CEQA Findings:**

1. On August 15, 2000 the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request form the Spring Lake Planning Group LLC); and f) Addendum #6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); and g); and Addendum #7 (Resolution No. 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); and Addendum # 8 (Resolution No. 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site).
3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provides that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.
4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA mitigation measures.
5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances

specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.
7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

**General Plan Consistency Findings:**

1. The project is consistent with the General Plan.
2. The project is consistent with the purpose and intent of Housing Element.

**Spring Lake Specific Plan Consistency Findings:**

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.
2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7 based on language in Section 4.29 of the Development Agreement which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

**Zoning Consistency Findings:**

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-8 Specific Plan land use categories.
2. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

**Tentative Subdivision Map Findings:**

1. The tentative map is consistent with the goals and policies of the General Plan and Specific Plan.
2. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.
3. The tentative map is in conformance with the Subdivision Map Act.

**Findings Related to Community Design Guidelines:**

1. The project substantially satisfies the requirements of the Community Design Guidelines.

**Findings Related to Other Regulatory Requirements:**

1. The project substantially satisfies the relevant requirements of the City's Standard Specifications and Details.
2. The project substantially satisfies the Infrastructure Master Plans for streets, water, sewage, and storm drainage.
3. The Development Agreement satisfies the City's Development Agreement Resolution and the requirements of State law.

**CONDITIONS OF APPROVAL FOR THE PARKVIEW PROJECT SPECIFIC PLAN  
AMENDMENT, TM #5004, AND DEVELOPMENT AGREEMENT.**

Conditions of Approval: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated):

**General Conditions**

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the March 5, 2013 City Council staff report, as approved by City Council, for the ALC IV Woodland Spring Lake, LLC project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions and environmental documents.
2. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency with and including site plan, landscaping, and improvement plans, prior to submittal for review.
8. Affordable Housing. The project is subject to the Spring Lake Specific Plan Affordable Housing Plan (SLSP AFP), the City's Inclusionary Housing Ordinance. Under the SLSP AHP, any for sale residential project is required to provide 10 percent (%) of its units for Low-Income Households. This project requires 7 single family affordable units, based on a total unit count of 67 single family lots on the previously zoned school site.

The single family units should be dispersed throughout the project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the first Final Map.

9. Inclusionary Housing Agreement. Prior to the City approving the applicant's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP .
10. SLSP AHP Compliance. Prior to approval of tentative map(s), the OWNER shall show proof of compliance with the SLSP AHP.

11. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid for each single family market rate unit for units created on the former 10 acre school site.
12. Affordable unit size. The size (number of bedrooms) of affordable housing units shall be distributed throughout the subdivision at proportions similar to the market rate units. In other words, if market rate homes in a particular subdivision are developed as 3 and 4 bedroom units, the affordable units shall be developed as 3 and 4 bedroom units.
13. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
14. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
15. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to development regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25
16. Nexus Study. The applicant must comply with the requirements of the SLSP Nexus Study.
17. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
18. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of the first final map requires that all lots have a building unit allocation. No final map shall be accepted by the City unless BUAs are assigned. This map will be assigned 101 single family market rate BUAs. In this case, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site or if BUAs are requested to be added the transaction shall be in compliance with the BUA Ordinance.
19. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the sub divider shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser.

If appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

## **Finance Department**

1. Reapportionment Following reapportionment an analysis of the annual special tax generated will need to be completed. Any shortfall in special tax could require a pre-payment.
2. Administrative Guidelines. The project shall comply with the provisions of Chapter 26 of the Woodland Municipal Code and shall comply with the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake; the collection of SLIF fees, and the Processing and Refunding of Private Placement Bonds.

## **Community Development**

1. Design Review. For all residential uses, final site plans, architectural plans, elevations and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks)k, 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
2. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
3. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development, and Parks and Recreation Departments concurrent with public improvement plans and prior to issuance of building permits. Landscape plans shall specify the following:
  - Locations, size and quantity of all plant materials.
  - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
  - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
  - Planting and installation details and notes including soil amendments.
  - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
  - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

4. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. Shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – tree division. A soils test shall be submitted that will assist in appropriate species selection.
5. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
6. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards. Details of the path design shall be provided on landscape plans prior to the issuance of building permits.
7. Pedestrian Access Path to Park. Applicant shall be responsible for constructing an appropriate connecting access path at the end of "B" court. The pathway shall be designed to be ADA accessible. The pathway shall be installed at the time of construction of Phase 1.
8. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
9. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
10. Street and Lot lighting. Lights along local roads and I public use areas shall be consistent with SL Development Regulation 2.22.2.
11. Compliance with State Water Conservation Ordinance. The project shall comply with State water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

12. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
13. Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing adjacent to the greenbelt shall be consistent with the existing fence concept utilized in the Village 3 development. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.
14. Privacy / Sound Wall. The required privacy/sound wall along north side of East Heritage Parkway shall be designed and constructed to be consistent with existing adjacent fencing. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits for Phase III. Landscaping and construction of the public improvements shall occur concurrently with adjacent development. With a final map on Phase III, public improvements shall include the construction of the entire length of the privacy wall from the greenbelt to Meikle Avenue.
15. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs at the North East corner of Heritage Parkway and Mickle Avenue consistent with SL Design Standard 1.6.2, which may include small scale monument or themed art piece.  
  
A design specification for the sign or in-lieu art piece shall be prepared for review and approval by the Community Development and Public Works Director prior to approval of the final map.
16. Prohibit RV Parking. Provisions in the CC and Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC & Rs.
17. Prohibit Garage Conversions. Provisions in the CC and Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
18. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.
19. Energy Efficiency. All future development shall at a minimum meet the energy efficiency requirements included in Design Standard 2.11 and Development Standard

2.25. Five (5%) Percent of all units shall have roof photovoltaic energy systems or other alternate energy systems. The method and number of homes shall be identified prior to the issuance of building permits.

20. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.

### **SLSP Mitigation Measures:**

1. Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to issuance of building permits, house plans shall be reviewed for consistency with interior noise level requirements, particularly for second floor bedrooms.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. A fully executed, agreement, signed and recorded with the County shall be provided as evidence. ***(This item has been satisfied through recordation on the Merritt Easement)***
5. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that he proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Prepared by Engeo

Incorporated, dated November 9, 2010) shall be complied with in the development of this subdivision.

7. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
8. Mosquito Vector Control. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
9. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
10. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
11. Off site improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
12. Cultural Resources. During grading or any site work development must comply with Development Regulation 7.22 (MM 4.10-1)

### **Roadways**

1. The project with each final map shall construct street improvements within or immediately adjacent to, or required for connection to, the area defined by the final map including asphalt pavement, curb gutter, sidewalk, driveways, and landscaping all street lights, fire hydrants and appurtenances.
2. The Applicant shall replace all cracked and broken sidewalk, and complete missing sections of sidewalk along, Meikle Avenue and Mack Way Any damage to the sidewalk on Heritage Parkway caused by construction of this subdivision shall be repaired by the Developer.
3. Existing Speed hump is to remain or be relocated to a location not in conflict with proposed improvements to the satisfaction of the City Engineer and be maintained by the developer until accepted by City.
4. Project improvement plans for Phases 2 and 3 shall include protection of, restoration of any damage to, the existing subdivision trail during construction of improvements. Phase

2 plans shall include construction of and logical sidewalk connections to “E” Place, and “F” Place at the developer’s cost. Phase 3 plans shall include construction of and a logical sidewalk connection to “C” Place at the developer’s cost. Dedication of the 870 square feet and any additional land if determined necessary to complete the 40- foot wide greenbelt adjacent to lot 49 shall be reimbursable in accordance with the CIP for the Spring Lake Specific Plan and any land dedication and improvements to complete the 40 foot width greenbelt will be IFR reimbursable costs.

5. ADA turnouts shall be constructed in the sidewalk, including a 5’ width of sidewalk every 400’ unless determined otherwise by the City Engineer.
6. “F” Place shall have a minimum median width as shown on the tentative map; length of the median shall be determined by the City Engineer at the time of preparation of the improvement plans.
7. Revise the Section D on page C02. Sound wall is actually spring lake standard concrete privacy fence. The cost of the privacy fence will be a SLIF Fee creditable cost.
8. Pedestrian pathways lots (designated by letter) shall include a minimum of a 10’ PCC pedestrian pathway and landscaping design on each side of the path shall be approved by the City.
9. The pedestrian pathway located at the north end B Court shall have logical pedestrian pathway connection to the existing park sidewalk system constructed at the developer’s cost.
10. Public improvements for map phases 2 and 3 shall include maintenance restoration and construction of compatible public improvements to complete and insure a quality 40’ landscaped parkway along the eastern edge of the map. Identification of improvements shall be determined by the City at the time of approval of public improvement plans.
11. Sidewalk along Miekle Avenue shall have a root barrier installed along the front of sidewalk. Design and depth subject to approval by the City.

### **Easements and Right of Way**

1. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
2. A seven foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception on Arterial roads with green belts of 20’ or greater.

3. Map phase 2 shall dedicate a right of way of approximately 870 s.f. adjacent to lot 49 so as allow the improvement of the existing greenbelt to a 40' width at the northeastern edge of the map. Dedication of the 870 square feet and any additional land, if determined to be necessary to complete the 40 foot wide greenbelt, shall be reimbursable in accordance with the CIP for the Spring Lake Specific Plan and any improvements to the greenbelt will be IFR reimbursable costs.

### **Wastewater and Sewer Collection System**

1. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
2. The property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
3. Prior to approval of the first final map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, for the entire tentative map area, and shall be submitted to the City for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations
4. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
5. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
6. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.
7. Construction of Sewer mains and laterals for houses fronting on Meikle Avenue shall be in accordance with special detail on the tentative map (with a parallel main located below the sidewalk) unless otherwise determined by the City Engineer. Sidewalk construction above the sewer line shall include root barriers at the front of walk.

### **Storm Water**

1. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only, final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.

2. When project phase 1 or phase 2 proceeds with first final map, the improvement plans shall include grading and drainage improvements on the adjacent property to insure that interim storm drain improvements can be managed without impacting adjacent property. Project shall obtain all necessary rights of entry and permissions from adjacent property owner to construct said improvements.

### **Storm Water Quality Control**

1. Construction of projects disturbing more than one acre of soil shall prepare a Storm water Pollution Prevention Plan in accordance with National Pollution Discharge Elimination System (NPDES Construction General Permit). Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
2. The Developer shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map.

### **Water Infrastructure Conditions**

1. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
2. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
3. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
5. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

6. Separate metered services shall be installed for the Median on F place and (unless connected to an existing metered system) and the pedestrian paths located on lots designated with letters.

### **Grading**

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

### **Fees**

1. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
2. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.
3. All building shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance

The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any

of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

4. Prior to final map applicant shall pay \$208 per lot in transit capital fees and \$35 per lot in transit operating fees.

### **General Conditions**

1. Prior to final map the applicant shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
2. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.
3. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. This Tentative Subdivision Map #5004 includes three phases. The numbering of phases is for reference purposes only and landowner has no obligation to develop the property sequentially by number or in any particular order. Each phase shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
6. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, fire hydrants, street lights and railroad crossing improvements.
7. All domestic water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.

8. Submit an application for reapportionment of assessments with the parcel map or subdivision map; unless determined unnecessary by the City's finance department.
9. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
10. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the approval of the final map to the City to refund the third party.
11. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
12. If conditions for the project require the owner to construct improvements which serve the entire City and are included in the City's Development Impact Fee Program, or other funded program; the applicant may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.
13. If greater than 600 S.F. second units shall pay single family dwelling unit development fees.
14. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
15. This project is subject to the construction and demolition debris recycling and diversion ordinance.
16. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans including the location of AT& T facilities.
17. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
18. A registered landscape architect shall design all landscape and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.

19. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. With a final map on Phase III, public improvements shall include the construction of the entire length of the privacy wall from the greenbelt to Meikle Avenue. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
20. At the time of preparation of public improvement plans project shall include a lighting plan in accordance with the Spring Lake standards for review and approval of the City. If necessary for proper luminance the City Engineer may require additional luminaries within pedestrian pathways.

### **Fire Department**

1. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.
3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

### **Building Division**

1. The project will be required to conform to the current codes that are in effect at the time of plan submittal.
2. Plans will need to be complete at the time of submittal as the City of Woodland does not accept deferred submittals.
3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration.
4. The project shall comply with FEMA regulations.

**Police Department**

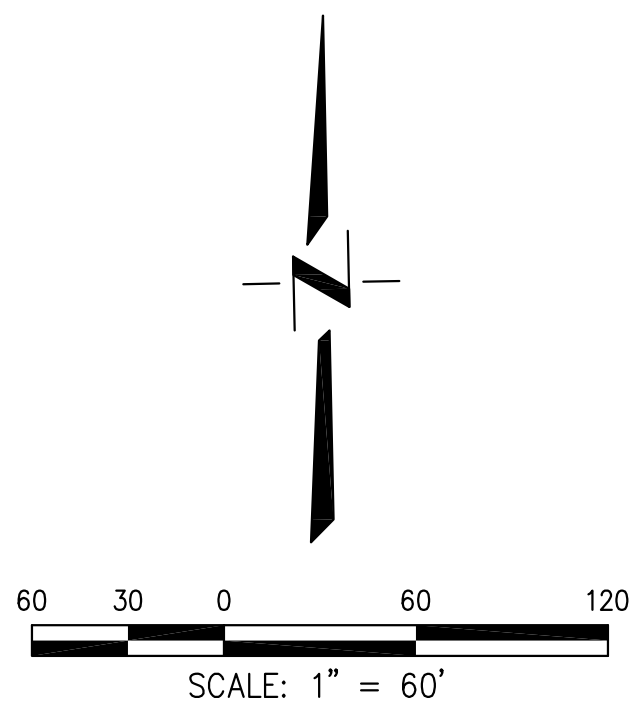
1. The project shall comply with the Uniform Security Code, Chapter 6 from the Building Code, Article 1, section 6-1-8.

**Yolo Solano Air Quality Management District**

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>).
2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.



|                                                                                   |                           |
|-----------------------------------------------------------------------------------|---------------------------|
|  | PROPERTY LINE             |
|  | PROPOSED LOT LINE         |
|  | EXISTING LOT LINE         |
|  | PROPOSED RIGHT-OF-WAY     |
|  | EXISTING RIGHT-OF-WAY     |
|  | PROPOSED EASEMENT         |
|  | EXISTING EASEMENT         |
|  | PROPOSED ROAD CENTERLINE  |
|  | EXISTING ROAD CENTERLINE  |
|  | PROPOSED EDGE OF PAVEMENT |
|  | EXISTING EDGE OF PAVEMENT |
|  | EXISTING FENCE            |
|  | CONTOUR LINE - 2'         |
|  | PHASE LINE                |
|  | SITE BOUNDARY             |
|  | EXISTING DIRT ROAD        |
|  | FUTURE RIGHT-OF-WAY       |



| INTERSECTION TYPE      | MINIMUM RADIUS AT<br>FACE OF CURB |
|------------------------|-----------------------------------|
| LOCAL TO LOCAL         | 25'                               |
| LOCAL TO COLLECTOR     | 30'                               |
| COLLECTOR TO COLLECTOR | 35'                               |
| COLLECTOR TO ARTERIAL  | 35'                               |
| ARTERIAL TO ARTERIAL   | 35'                               |

|                                                  |     |
|--------------------------------------------------|-----|
| STREET & LOTTING PLAN . . . . .                  | C01 |
| GRADING AND DRAINAGE PLAN AND SECTIONS . . . . . | C02 |
| WATER & SEWER PLAN . . . . .                     | C03 |

LOTS A, B, C, D, E . . . GREENBELT OR SUBDIVISION TRAIL CORRIDOR

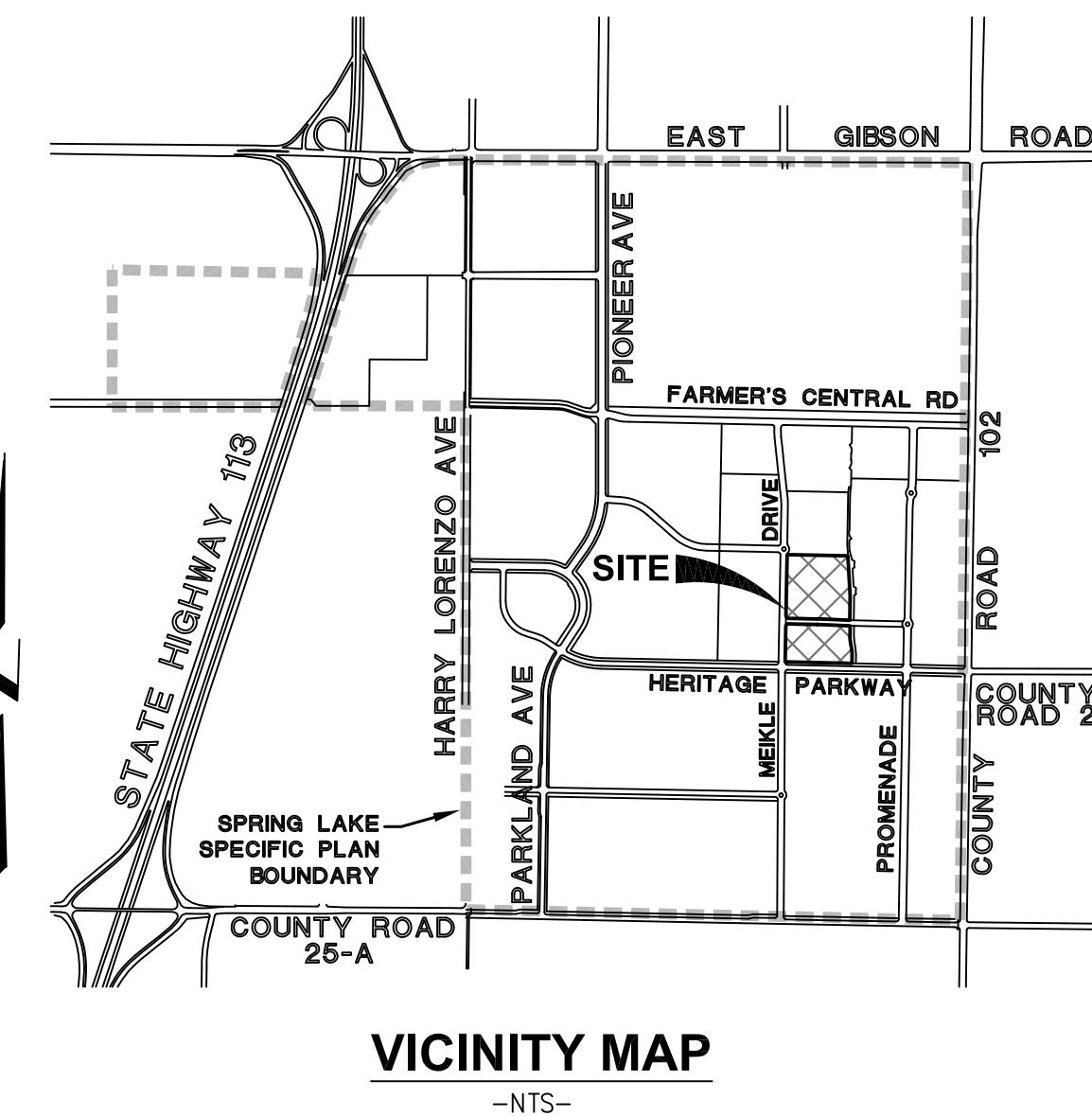
| LAND USE SUMMARY                 |                 |               |         |                    |                  |
|----------------------------------|-----------------|---------------|---------|--------------------|------------------|
| USE                              | AREA<br>(GROSS) | AREA<br>(NET) | # UNITS | DENSITY<br>(GROSS) | DENSITY<br>(NET) |
| R-8 (PHASE 1)                    | 5.04 AC.        | 4.83 AC.      | 36      | 7.14 du/ac         | 7.45 du/ac       |
| R-8 (PHASE 2)                    | 5.38 AC.        | 5.12 AC.      | 31      | 5.76 du/ac         | 6.05 du/ac       |
| R-8 (PHASE 3)                    | 6.71 AC.        | 6.21 AC.      | 41      | 6.11 du/ac         | 6.60 du/ac       |
| GREENBELT LOT B                  |                 | <0.02 AC.>    | 0       |                    |                  |
| EXISTING MACK WAY                |                 | <0.91 AC.>    | 0       |                    |                  |
| HERITAGE PARKWAY LAND DEDICATION |                 | <0.04 AC.>    | 0       |                    |                  |
| TOTALS:*                         | 17.13 AC.       | 16.18 AC.     | 108     | 6.30 du/ac         | 6.67 du/ac       |

| LAND USE COMPARISON CHART |               |         |                    |                                    |         |
|---------------------------|---------------|---------|--------------------|------------------------------------|---------|
| USE                       | SPECIFIC PLAN |         | DENSITY PERMITTED  | PROPOSED TENTATIVE SUBDIVISION MAP |         |
| USE                       | AREA          | # UNITS | (BASED ON NET AC.) | AREA                               | # UNITS |
| PQP (SCHOL)               | 9.97 AC.      | 0       | 0                  | 0 AC.                              | 0       |
| R-20                      | 6.25 AC.      | 125     | 113-125            | 0 AC.                              | 0       |
| R-8                       | 0 AC.         | 0       | 98-130             | 16.22 AC.                          | 108     |
| TOTALS: *                 | 16.22 AC.     | 125     |                    | 16.22 AC.                          | 108     |

◆ THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER

◆ 10 % (11 UNITS) OF THE R-8 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION.

◆ THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS PER THE SPRING LAKE SPECIFIC PLAN. THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.



**OWNER / DEVELOPER:**  
ALC IV WOODLAND – SPRING LAKE, LLC  
P.O. BOX 1008  
SANTA MARGARITA, CA. 93453  
(805) 701-5702

STEVE GREENFIELD RCE C50880  
CUNNINGHAM ENGINEERING  
2940 SPAFFORD STREET  
DAVIS, CALIFORNIA 95818  
(530) 758-2026

042-010-83 AND 042-010-84

16.22 ACRES (LOTS N AND O)

## SLSP-PZ-PQP, SLSP-PZ-MF

## R-1

ZONE "X"

## CITY OF WOODLAND

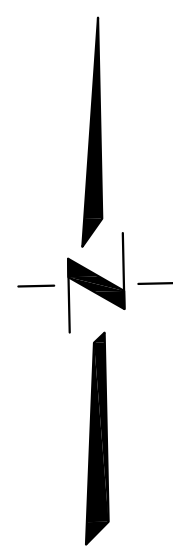
## PG &amp; E

## CHARTER COMMUNICATIONS

1. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND, STREET NAMES NOT DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
2. THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
3. THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

[illegible]





VILLAGE 4  
MAP #4754

MIEKLE AVENUE

EXISTING PARK

| ABBREVIATIONS: |                  |
|----------------|------------------|
| FL             | FLOW LINE        |
| GB             | GRADE BREAK      |
| HP             | HIGH POINT       |
| INV            | INVERT           |
| LP             | LOW POINT        |
| O.R.           | OVERLAND RELEASE |

LEGEND

- ORIGINAL GRADE
- PAD GRADE
- LOT NUMBER
- PROPOSED STREET GRADE AND DIRECTION
- FINISH GRADE ELEVATION
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN MANHOLE
- EXISTING STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
- PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
- DIRECTION OF DRAINAGE OVERLAND RELEASE

NOTES:

- THIS PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED TO DEPICT PROPOSED GRADING AND DRAINAGE CONCEPTS AS REQUIRED FOR THE DESIGN REVIEW PROCESS. ACTUAL FINAL DESIGN MAY VARY FROM THAT SHOWN HEREON AS THE DESIGN PROCESS PROGRESSES.
- PIPE SIZES SHOWN ARE ESTIMATES ONLY. SIZES AND LOCATIONS MAY CHANGE DURING FINAL DESIGN.
- ALL DRAIN PIPES ARE 18" DIAMETER WHERE NOT LABELED.
- APPROPRIATE EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING CONSTRUCTION AND SLOPES SHALL BE PLANTED IN ACCORDANCE WITH THE SPRING LAKE DESIGN GUIDELINES.

REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

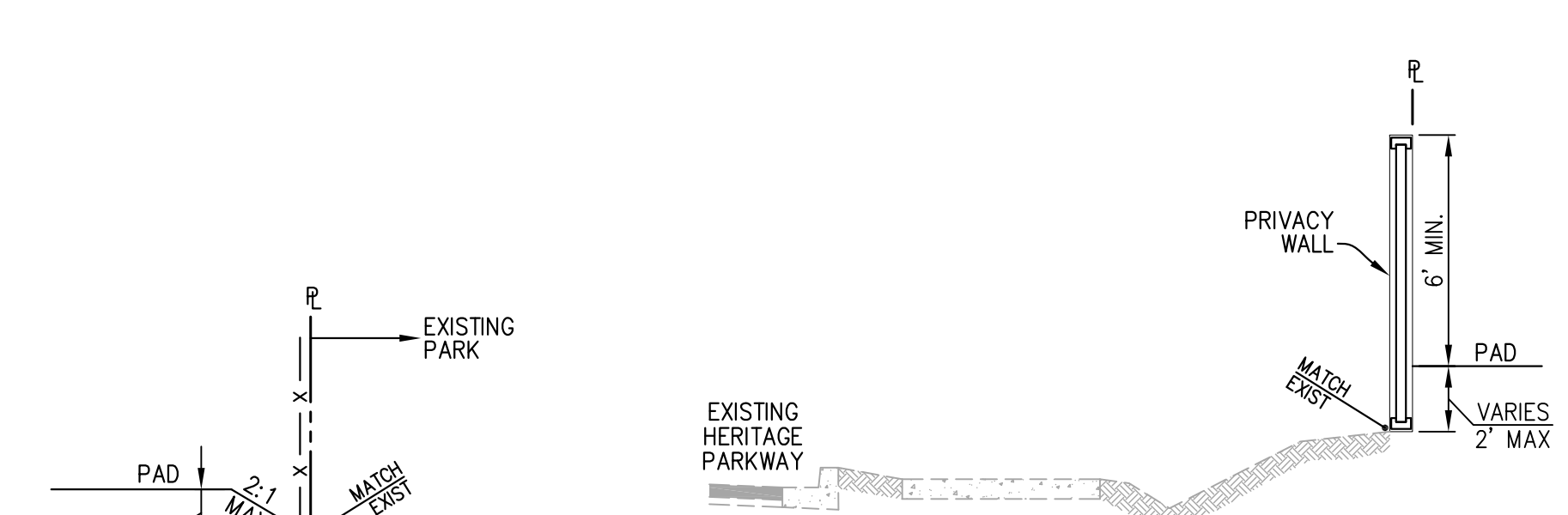
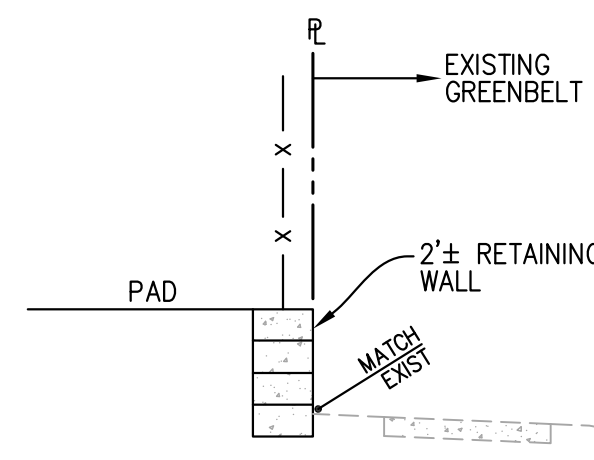
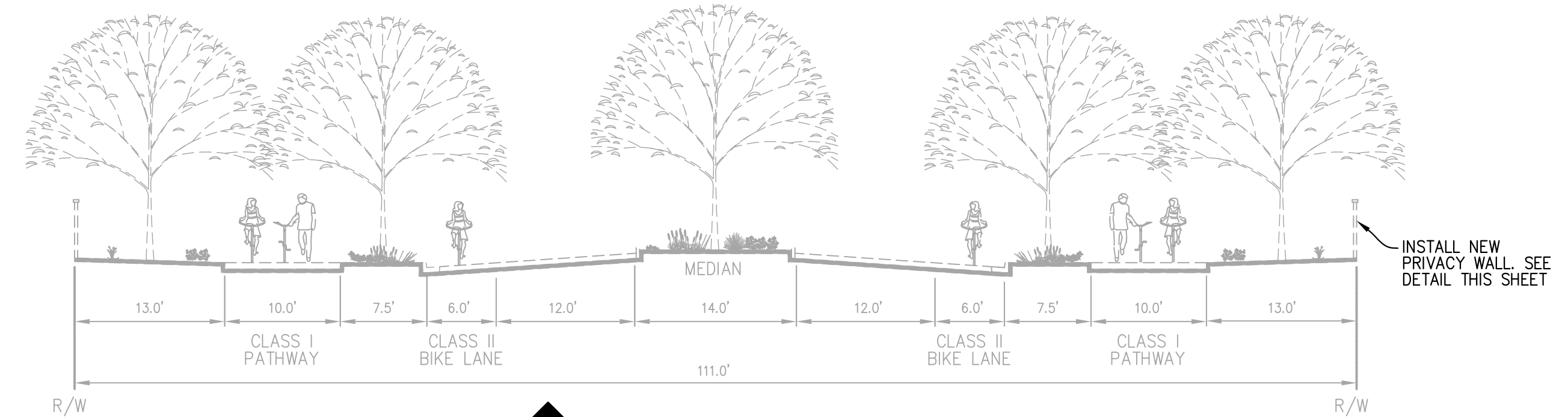
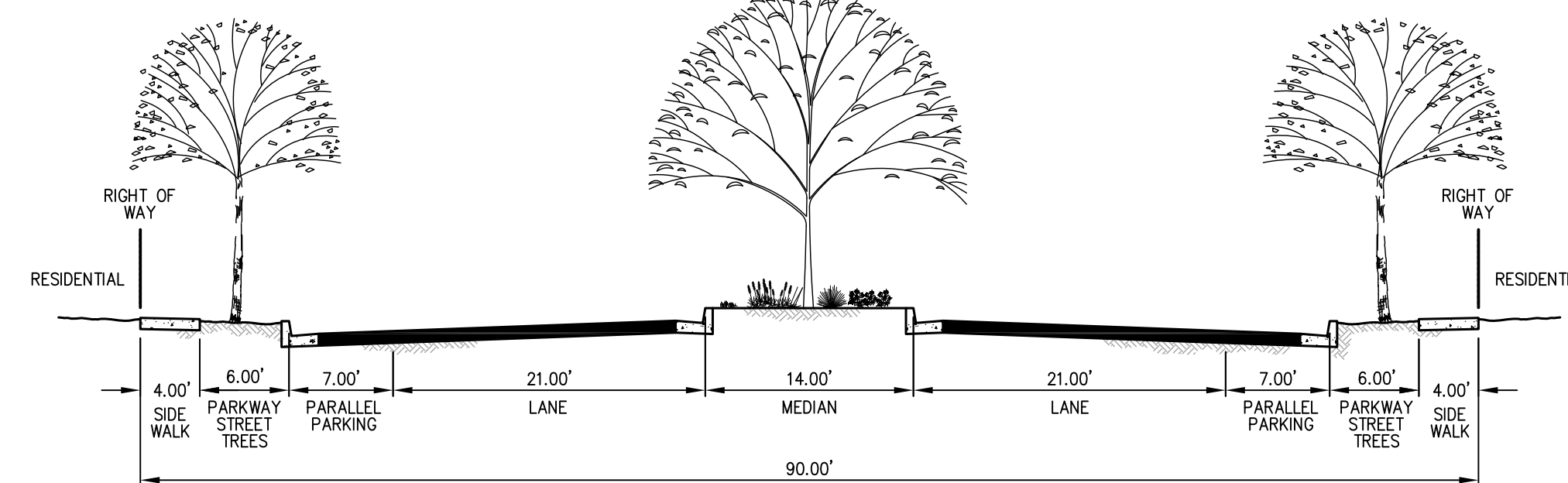
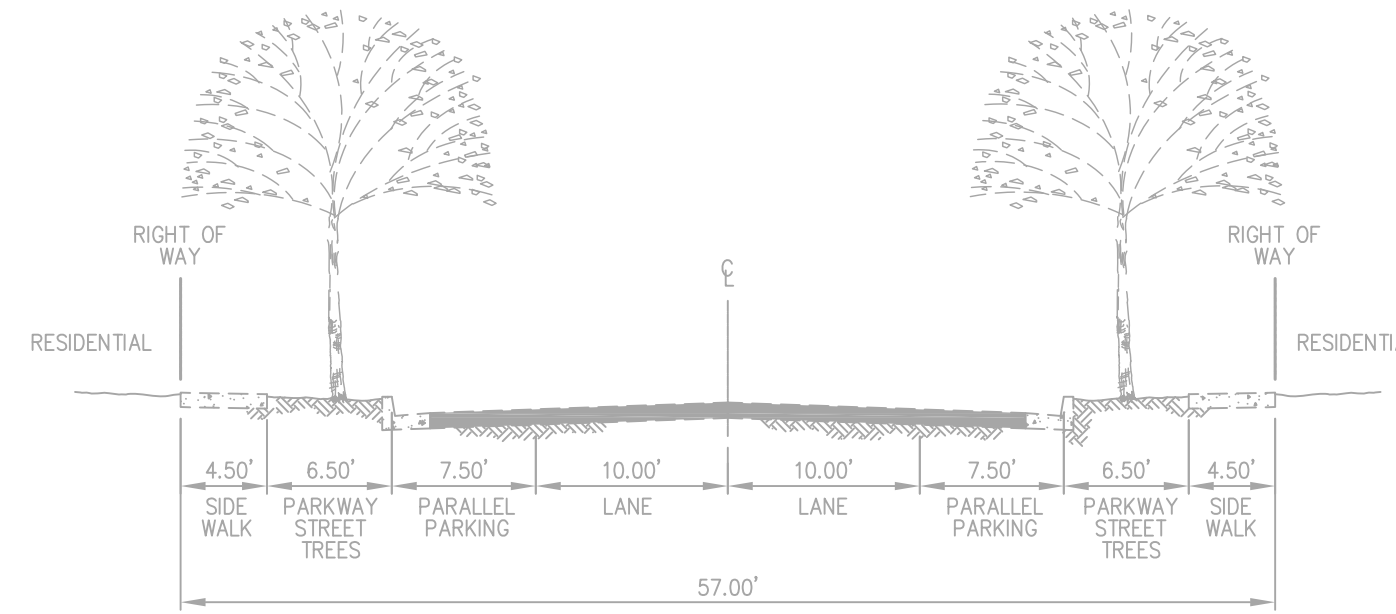
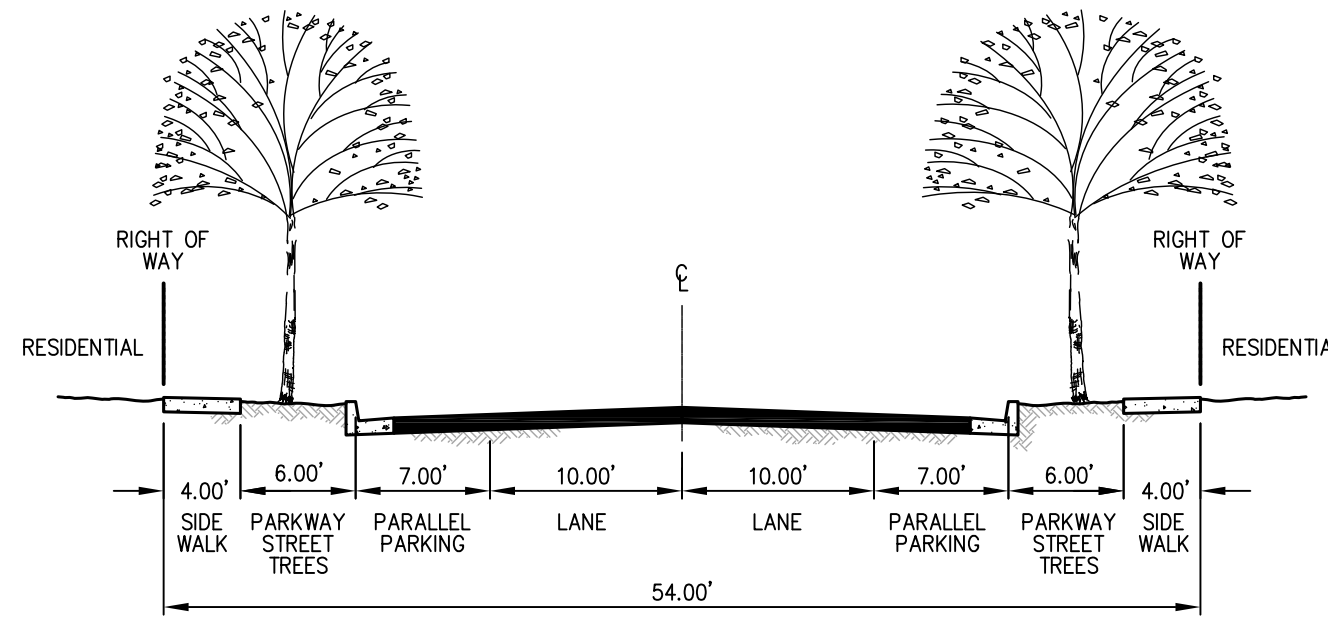
REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

2'± TALL RETAINING WALL

REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

6' HIGH PRIVACY WALL WITH UP TO 2' RETAINING AT THE BASE (SEE DETAIL THIS SHEET)



PRIVACY WALL DETAIL

SCALE: 1" = 60'

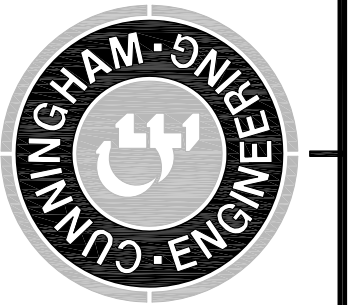
HERITAGE  
UNIT 4A  
MAP #4817

HERITAGE  
UNIT 1  
MAP #4650

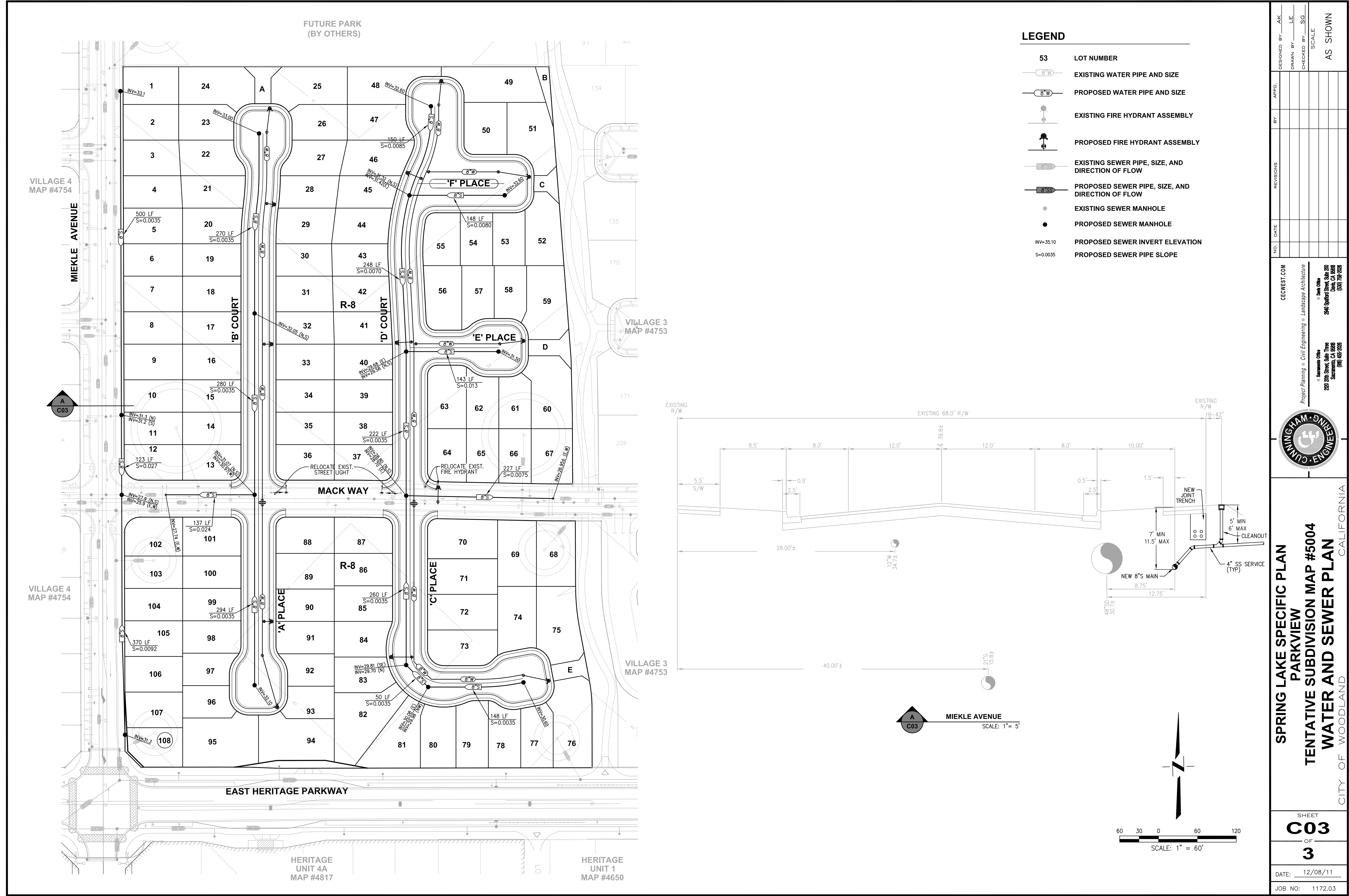
SPRING LAKE SPECIFIC PLAN  
PARKVIEW  
TENTATIVE SUBDIVISION MAP #5004  
GRADING AND DRAINAGE PLAN

SHEET  
C02  
OF  
3  
DATE: 12/08/11  
JOB NO: 1172.03

CECWEST.COM  
Project Planning ■ Civil Engineering ■ Landscape Architecture  
■ Davis Office  
2540 Spafford Street, Suite 200  
Davis, CA 95618  
(530) 752-2026  
■ Sacramento Office  
220 20th Street, Suite Three  
Sacramento, CA 95818  
(916) 452-2026









## **EXHIBIT “D”**

(Development Impact Fees)

May vary

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of January 1, 2013, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

| Development Impact Fee                                                                 | SFD     | MF  |
|----------------------------------------------------------------------------------------|---------|-----|
| General City                                                                           | \$794   | n/a |
| Fire                                                                                   | \$1,224 | n/a |
| Library                                                                                | \$49    | n/a |
| Police                                                                                 | \$1,047 | n/a |
| Wastewater                                                                             | \$5,744 | n/a |
| Water                                                                                  | \$527   | n/a |
| Parks--Springlake                                                                      | \$3,627 | n/a |
| Surface Water (a future fee for the development of surface water treatment facilities) | 2,742   | n/a |
| MPFP Admin Fee                                                                         | \$158   | n/a |

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$39,377 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (as of January 1, 2013, actual amounts will be the then-current amount of such fee at the time they are paid).
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee of \$208.00/DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee of \$35.00 on the 9.78 acre parcel, APN 042-010-83
- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit

- Off site affordable housing fee of \$1,100 per market rate single family unit as required in Section 4.7.

# ATTACHMENT E



**STAFF REPORT**

**PROJECT TITLE:** **Parkview by ALC IV Woodland Spring Lake, LLC – Submittal of a Specific Plan Amendment, Tentative Map # 5004 and Development Agreement, - A** proposed Spring Lake Specific Plan amendment to rezone a 10-acre school site and 6.22 acre multi-family residential R-20 site to Residential Single Family R-8; a proposed Tentative Subdivision Map # 5004 to develop 108 single family lots at a proposed density of 6.67 dwelling units per acre and modify the Housing Element Inventory of Available Sites and a Development Agreement.

**APPLICANT:** **Meridian Realty Consultants; P.O. Box 1008, Santa Margarita, Ca 93453**

**OWNER:** **ALC IV Woodland-Spring Lake, LLC; 811 El Capitan, Suite 210, San Luis Obispo, CA 93401**

**LOCATION:** Subject property is located South of the existing Jack Slaven Park, East of Mickle Avenue, West of the existing subdivision trail; and north of Heritage Parkway. APNs 42-010-083 and 084

**PROJECT PLANNER:** Cindy A. Norris, Principal Planner

**STAFF RECOMMENDATION:** Recommend City Council Approval with Conditions

**REPORT FOR:** Planning Commission Public Hearing – January 19, 2012

**ENVIRONMENTAL REPORT:** Addendum to the Environmental Impact Report (SCH #99022069), Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000.

*Pursuant to Government Code Section 65457(a), (15182 of the CEQA Guidelines), any residential development project, including any subdivision, or any zoning change, that is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified after January 1, 1980, does not require additional CEQA review.*

**PARCEL SIZE:** 16.22 acres

**GENERAL PLAN** Planned Neighborhood (PN)

**DESIGNATION:**

**SPECIFIC PLAN DESIGNATION:** Multi-Family Residential (R-20) and School

**EXISTING LAND USES:** Infrastructure roadway improvements on Mickle Avenue, Mack Way and Heritage Parkway; Vacant land

**FLOOD ZONE:** Zone X (Areas Determined to be outside the 500-year floodplain), Flood Insurance Rate Map (FIRM), Community Panel Number 060423-440F, revised April 2, 2002

**STREET ACCESS:** Mickle Avenue, Mack Way, Heritage Parkway

**ADJACENT LAND USES & ZONING:**

|       |                                      |                 |
|-------|--------------------------------------|-----------------|
| North | Jack Slaven Park                     | Parks           |
| South | Heritage Parkway; Vacant Heritage 4A | R-4 Residential |
| East  | KB Homes; Village 3                  | R-5 Residential |
| West  | Centex, Village 4                    | R-5 Residential |

**PENDING/POTENTIAL ACTIONS:** That the Planning Commission recommends that the City Council take the following actions:

1. Adopt the attached Resolution No. \_\_\_\_\_, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; (**Attachment "F"**);
2. Adopt the attached Resolution No. \_\_\_\_\_, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed ALC IV Woodland Spring Lake, LLC Specific Plan Amendment (**Attachment "G"**);
3. Adopt the attached Resolution No. \_\_\_\_\_, amending the Housing Element list of available sites (**Attachment "H"**).
4. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No.5004 and "Conditions of Approval" to be incorporated in Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (**Attachment "I"**).
5. Adoption of Ordinance No. \_\_\_\_\_, authorizing the City Council execute the Project Development Agreement.(**Attachment "I"**)

**PROJECT SITE DESCRIPTION:** The project site encompasses approximately 16.22 acres located on two parcels of land, Lot O and Lot N, within the original Turn of the Century (TOC 160 West Vesting Subdivision Map #4649 and is surrounded by developed land. The subject properties are located South of the existing Jack Slaven Park, East of Mickle Avenue, West of the existing subdivision trail; and north of Heritage Parkway. No walls have been constructed on the site. The two subject parcels are vacant and have been disked. APNs 42-010-083 and 084.

**BACKGROUND:** The entire SLSP area had been pre-zoned under Ordinance No. 1346 adopted July 2, 2002 by the City Council of the City of Woodland. The original subdivision of the two subject parcels was approved on August 19, 2003 as part of the Turn of the Century, TOC, 160 West Tentative Parcel Map #4649 in which Lot N and Lot O were set aside for a 10 acre school site and a 6.25 acre multi-family site. (**Attachment “A”**). As part of prior actions, some of the development requirements have been satisfied, including affordable housing for the 6.25 acre R-20 site and the Agricultural and Hawk mitigations. Additionally, much of the key surrounding infrastructure has been constructed.

In April 2005, an Affordable Housing Dedication Agreement was entered into between the City and several development interests (HTW West Ventures, a Delaware LLC; Turn of the Century, a Delaware LLD; Russell Ranch Development, Inc). The development group agreed to dedicate a multi-family parcel of land for the purpose of constructing affordable housing. This dedication satisfied all or a portion of the affordable obligation for four (4) multi-family parcels (TOC North, TOC South, Beeghly, and Russell). The TOC North parcel (USA Properties) was dedicated and satisfied the entire affordable obligation for the TOC South parcel (The subject R-20 parcel in the Parkview application), and the 20 percent very low obligation for the Russell and Beeghly parcels.

The proposed project site has previously satisfied the Agricultural Land Mitigation and Hawk mitigation requirements through a permanent conservation easement on the “Heidrick” property located one mile east of Hwy 113 and one mile north of Road 29. The City received verification from the State Department of Fish and Game that the property qualified as Swainson’s Hawk Habitat. The full 160 acres in the original subdivision have been mitigated.

The project site is bounded by improved infrastructure including Jack Slaven Park to the North, an existing 40 foot wide subdivision greenbelt to the East, as well as access roadways Mickle Avenue to the west, Heritage Parkway to the south and Mack Road located between the two parcels.

**PROJECT PROPOSAL:** The project application request is for approval of a Specific Plan Amendment, Tentative Subdivision Map #5004, Development Agreement as well as modification to the Housing element list of affordable sites. The project proposal requests that 17.13 gross acres of land be allowed to develop as single family R-8 (6-8 dwelling units per acre) at a net density of 6.67 dwelling units per acre resulting in 108 single family lots.

#### **SPECIFIC PLAN AMENDMENT REQUEST**

The applicant has proposed rezoning both the 6.25 acre, R-20 multi-family (16-20 dwelling units/acre) site and 10 acre school site to an R-8 single family (6-8 dwelling units per acre) designation, (**Attachment “B”- Amendment Map**). The action to rezone the designated school site would result in the second school site in the Spring Lake Master Plan to be designated for development. These two sites have been released for development by the Woodland Joint Unified School District. One elementary site remains and is located south of East Heritage Parkway. A possible future site south of Pioneer High School, north of Farmers Central Road exists that has previously been designated as a middle school site.

### **HOUSING ELEMENT LIST OF AFFORDABLE SITES**

The action to rezone the R-20 multi-family site will require modification to the list of potential affordable development sites in the Housing Element. This site qualified to be included in Housing Element due to its default density of R-20. Down zoning this site will require designation of a suitable alternate affordable housing site. The possible affordable units from the mapped R-20 site in the Spring Lake Central Unit 1 have been identified as the replacement site. **(Attachment "H")**

### **TENTATIVE SUBDIVISION MAP**

The City of Woodland Subdivision Ordinance, Section 21-4-6 Phasing Plan, outlines the requirements for phasing of tentative maps. The current project proposes to split the subject map into three phases. Phase I is 4.83 net acres and 36 single family units, Phase II is 5.12 net acres and 31 units, while Phase III is 6.21 net acres and 41 single family units. **(Attachment "C" Subdivision Map and Attachment "D" Lot Matrix).**

The development proposes 108 single family R-8 density lots which have lot widths ranging from 40 to 107 feet with an average 55' lot width. This meets the minimum requirements of Table 2.4, Spring Lake Specific Plan Area Requirements, which requires a minimum lot size of 40 feet and an average of 45 feet. Lot depths range from 72 to 145 feet with an average 92 foot lot depth. The development has a minimum lot size of 3,758 square feet, maximum of 9,000 square feet and average of 5,117 square feet. The applicant has proposed to develop at the lower end of the density range allowed under the R-8 category which has a range of 6 to 8 dwelling units/acre. Phases I, II and III will have respective net densities of 7.45, 6.05 and 6.60 with a will have a combined net density of 6.67 dwelling units/acre.

Lot layout is generally consistent with neo-traditional qualities as identified in the Spring Lake Specific Plan (SLSP) and will provide homes that primarily front to a local street, and/or side on in a few cases. Homes will back on to East Heritage Parkway consistent with existing development in the area and homes will side on to the existing Jack Slaven Park, consistent with Standard 2.35.2 that prohibits lots from backing on to park land. These requirements resulted in some constraints to the internal layout of the map.

### **Infrastructure:**

Perimeter collector and arterial roadways have been constructed. The development will construct all internal local streets and utilities and any project components including open space access paths and privacy walls.

The sewer system was designed to serve the former school property from Mack Way, with the zoning change of the property to single family dwellings, sewer service will be needed along the frontage of Mickle Avenue. Due to conflicts with other utilities in Mickle Avenue a modified sewer design placing the sewer main under the sidewalk is necessary.

Project access will be primarily from the Arterial East Heritage Parkway, the Collector Meikle Avenue and Local Street, Mack Way on to future local streets "A and B" and "C and D". Four subdivision connection corridors have been provided with one accessing Jack Slaven Park at the end of Court "B" and three accessing the existing greenbelt at the end of Courts "F", "E", and

“C”. An ADA access pathway within park land will be required to allow access at this end of the park and will be constructed by the development.

The project will be required to construct a privacy/sound wall along East Heritage Parkway that is consistent in location, design, materials and colors with the existing adjacent fencing. This wall will be required prior to construction of Phase III. The cost of the privacy fence will be a Spring Lake Infrastructure Fee creditable cost.

#### **DEVELOPMENT AGREEMENT**

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers.

A Development Agreement was approved as part of the original TOC 160 West project on August 19, 2003 by the City Council. A revised agreement is included with this project review that will replace the original agreement for these two properties.

**APPLICABLE LAWS, CODES, AND ORDINANCES:** The project is subject to several laws, codes, and ordinances:

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan (including the Housing Element)
- The City of Woodland Zoning and Subdivision Ordinances
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan

**PUBLIC NOTIFICATION:** Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland’s Municipal Code and State Planning Law. Two methods of public notice were used:

1. Legal notice was published in the Woodland Daily Democrat on or before, January 8, 2012.
2. Notices were mailed to all property owners within 300 feet of the project site on January 6, 2012.

Copies of the staff report for the proposed project have been on file at City Hall Annex since January 13, 2012.

**PREVIOUS ACTION TAKEN (to amend the SLSP):** On December 18, 2001, the City Council adopted the Spring Lake Specific Plan (SLSP) (Resolution No. 4330). The SLSP has since been amended several times:

- a. November 19, 2002 (Resolution No. 4399) to address the Settlement Agreement and various staff-identified errata;
- b. December 17, 2002 (Resolution No. 4406) to address changes to the Plan requested by Spring Lake Planning Group LLC;
- c. October 19, 2004 (Resolution No. 4583) to address additional changes to the Plan requested by Spring Lake Planning Group LLC; and
- d. February 27, 2007 (Resolution No. 4807) to amend the Spring Lake Specific land use designations and Table 2.4 requested by the proposed Reynen & Bardis-Spring Lake Central Development Project.
- e. November 16, 2010 (Resolution 5147) to amend the Spring Lake Specific Plan to remove reference to the Gibson Road Bike/Pedestrian overcrossing and the Class 1 bike path south of Gibson Rd between Pioneer High School and Woodland Community College.
- f. December 14, 2010 (Resolution No 5160) to amend the Spring Lake Specific Plan land use designations to relocate the neighborhood commercial and park site on the Cal West property, eliminate a school site and R-5 single family acreage and increase the R-8 and R-15 acreage.

**CEQA CLEARANCE:** On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearing House Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR:

- a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP;
- b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata;
- c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC;
- d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property;
- e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request form the Spring Lake Planning Group LLC);
- f) Addendum #6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis);
- g) Addendum #7 (Resolution No. 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); and
- h) Addendum # 8 (Resolution No. 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site).

Section 15 182(a) of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

Section 15162 of the California Environmental Quality Act (CEQA) provides that when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following have occurred:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the existence of reasonable diligence at the time the previous EIR was Certified as complete, shows the following:
  - A. The project will have one or more significant effects not discussed in the previous EIR;
  - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - C. Mitigation Measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the Mitigation Measure or alternative; or
  - D. Mitigation Measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.

#### Consistency with CEQA Requirements

The Parkview Specific Plan Amendment proposes an amendment to the land uses identified in the SLSP. The applicant proposes to rezone approximately 16.22 acres. The proposed project

results in the elimination of a 10-acre elementary school site and the rezoning of a multi-family site to single family. The application includes an increase in R-8 acreage.

As such, environmental impacts would be similar or lessened with the proposed revisions, as identified in the previous EIR.

#### Infrastructure Capacity

An infrastructure summary was provided which determined that the existing Spring Lake Specific Plan water, wastewater, and storm drainage systems can accommodate the proposed project and in fact there will be decreased demand. Therefore, infrastructure improvements beyond those anticipated in the SLSP, Turn of the Century EIR, are not required. A further summary is provided in (**Attachment "F"**) the CEQA Addendum.

#### Traffic

The traffic assessment evaluated two possible school development scenarios – a 450 student population and a maximum 850 student population. It was found that the R-8 zone change would decrease daily traffic trips between 27% and 46%. The A.M peak hour traffic could decrease by up to 82 percent while the PM peak hour traffic could decrease by as much as 47 percent.

Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects which have not already been analyzed. Elimination of the 10-acre school site is based on determination by the School District Governing Board that the site is not necessary to serve the student population, as summarized in the CEQA Addendum.

The overall land disturbance area of the site, as well as net land uses within the SLSP would remain unchanged. Several impacts of concern in the previous EIR are directly related to land disturbance area. Therefore, the project would not have additional significant effects that were not discussed in the previous EIR due to proposed changes. Significant effects would remain generally unchanged.

Mitigation measures analyzed in the previous EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the previous EIR are not available, because the proposed changes are not substantial.

Significant changes in circumstances have not occurred since the adoption of the previous EIR. The Spring Lake Specific Plan was approved December 18, 2001. None of the conditions as described in subdivision (a) have occurred. As such, a new EIR is not required. A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to sections 15087 and 15072 is not necessary.

As documented in the EIR Addendum, a substantial increase in the severity of previously identified impacts will not occur as a result of the proposed Specific Plan Amendment (Rezone).

As a result, no subsequent EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.

Project Level Review:

The SLSP requires that each development application include certain project-level and property-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan. The following studies have been submitted with the subject application in fulfillment of these requirements (SLSP, Development Regulation 2.4 and page 9-1). Several were prepared with the original subdivision application and updates as necessary were prepared with the current project submittal:

- Biological Resources Assessment, Foothill and Associates, Spring Lake TOC 403 acres, April 28, 2003 (Development Regulation 7.1).
- Traffic Impact Study, TOC Tentative Maps 1-3, Grandy and Associates, May 27, 2003; update prepared by K.D. Anderson and Associates, Inc, May 18, 2011 (SLSP Development Regulation 4.10, 4.11 and Mitigation Measure 4.6-1).
- Environmental Noise Assessment, Spring Lake Residential Development #1, Bollard and Brennan, Inc, April 15, 2003, (SLSP, Development Regulation 2-4 and page 9.1).
- Cultural Resources Inventory, TOC Development, Cultural Resources Unlimited, March 2003, (SLSP Development Regulation 2-4 and page 9.1).
- Phase I Environmental Site Assessment, TOC 160 Acres and Beeghley Parcel, Geocon Consultants, April 2003, (SLSP Mitigation Measure 4.12-1).
- Geotechnical Engineering Investigation, Spring Lake Development 160 Acres, Wallace Kuhl and Associate, December 6, 2002; update, Engeo, Inc November 9, 2010.
- Infrastructure Capacity Assessment, Cunningham Engineering Corporation, April 27, 2011.

City staff have reviewed each of these studies and reached the following conclusions: 1) the studies satisfy the SLSP requirements; 2) applicable requirements or conditions recommended in the study have been included as Conditions of Approval for this project; 3) the studies identify no environmental circumstances specific to the site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

These studies and consistency determinations provide the substantial evidence to show that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA Mitigation Measures. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA documentation is required for the City to take action to approve this project.

**GENERAL PLAN CONSISTENCY**

The SLSP has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP. The proposed modifications to the Development Agreement and further phasing of the tentative subdivision map have been determined by staff to be consistent with the SLSP and General Plan.

**Housing Element Consistency:** The housing element is one of the seven State mandated elements of the City's General Plan. The proposed project does not affect the City's ability to

meet its Regional Housing Needs Allocation (RHNA) for very low-income units as the City is able to identify a qualified replacement site in accordance with Housing Element Policy 2.21.

*Housing Element Policy 2.21.*

*The City shall provide flexibility on the identification of sites for accommodating its Regional Housing Needs Plan Allocation. A rezone request of a site counted towards meeting the City's RHNP Allocation shall include findings that justify the rezone and identify an adequate replacement site(s) that will provide the minimum number of units by income level for accommodating the City's RHNP Allocation and is developable during the term of the Housing Element planning period.*

Staff feels that the proposed site rezoning and development at the R-8 density will provide for an attractive development that will provide additional housing options and will be compatible with the existing development in the area. Further, there has been some concern with overconcentration of larger type multi-family affordable development projects in this immediate area. The USA properties site has a total of 156 affordable units and the Sacramento Mutual Housing R-25 site was approved to allow 100 affordable units.

Further, there is adequate basis to make findings to allow the R-20 site within the Spring Lake Central Unit 1 project site to be the replacement site for the affordable unit allocation due to the rezone. The R-20 site in the Spring Lake Central project site (SLC), at 7.61 acres, was approved for 125 units. These units were not counted as possibly meeting an affordability factor in the Housing Element. However, this project site is at the Housing Element Law's minimum default density of 20 dwelling units per acre. As a result, we can replace the possible yield of 100 very low income units for the 6.25 acre site with the possible yield of 125 very low income units for the SLC 7.61 acre site. Tables 4, 5 and 7 in the City's Housing Element will be modified to reflect this determination.

One note however, is that the City may find an increased burden in future housing element cycles to find adequate land that is zoned for multi-family.

**SPRING LAKE SPECIFIC PLAN CONSISTENCY**

In order to assess project consistency with the SLSP, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Plotting Plan to the extent applicable) and to the various implementing documents of the SLSP. The proposed Development Agreement and tentative subdivision map have been determined by staff to be consistent with the SLSP.

**Spring Lake Specific Plan Design Standards**

The SLSP Design Standards adopted May 20, 2003, identify minimum design requirements for development within the Spring Lake area including architectural requirements for the homes, and landscaping requirements for public improvements. A condition has been added that requires future development, within the project to complete Design Review as required by the Spring Lake Design Standards.

## Land Use Modifications

### *Multi-Family vs Single Family Ratio in the Plan*

The Spring Lake Specific plan identified a single family to multi-family ratio of 71% to 29% respectively. While this project is proposing to reduce the number of multi-family units and add single family units, it was determined that the required unit category mix has been maintained. Although multi family has been reduced, additional units have been provided in the Terracina project (31 units), and additional multi-family R-15 clusters (30 units) were provided in the Heritage and KB home areas. Further, not all of the single family projects have developed at the maximum unit potential. The average unit density for single family development approved and proposed is at 95.3% rather than a 100% density.

A review assessing all units that have been built, approved and proposed in the plan to date, shows that at this time, with the project amendment included, that there will be 2,963 single family units and 1,186 multi family units, resulting in a plan ratio of 71.4% single family to 28.6% multi-family. Therefore the proposed rezoning will not result in a significant change to the single-family/multi-family ratio identified in the Spring Lake Specific Plan.

| Unit Type                                          | Developable Units<br>and acres (1) | Percent of<br>Total                  | Comments                                                                                                        |
|----------------------------------------------------|------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Single Family<br>(R-3 to R-8 Density)              | 2,963                              | 71.4%                                | Includes assumed zone change for Cal West and Parkview to rezone 20 acres previously designated for school use. |
| Multi-Family<br>(R-15 – R25 Density)               | 1,186                              | 28.6%                                | Includes the R-15 cluster units                                                                                 |
| <b>Total Units</b>                                 | 4,149                              |                                      |                                                                                                                 |
| Total developable<br>acres and net plan<br>density | 684.9                              | 4,149/ 684.9=<br>6.05 net<br>density | Previous developable housing acres in plan 664.9; Net density in the approved SL plan 6.1du/ac                  |

### *School site change*

The action to rezone the designated school site would result in the second school site in the Spring Lake Master Plan being designated for development. These sites have been released for development by the Woodland Joint Unified School District based on student generation studies and needs analysis. The Woodland Joint Unified School District Governing Board determined, by vote on April 14, 2011, that the elementary school site is not necessary has released the site for other development. There will be one remaining elementary site located south of East Heritage Parkway. A possible future site that has been designated as a future middle school remains and is located south of Pioneer High School and north of Farmers Central Road.

A key land use component of the SLSP is the development of distinct neighborhoods, each with a defined activity-focal point generally consisting of an 8-acre park, 10-acre elementary school and a 2-acre commercial use. The elimination of the school site then emphasizes the park visually as a focal point to the neighborhood. Staff deferred to the School District in the determination of the need for a school site. The original concept of multiple small schools is not consistent with the economic realities for District. The need is for fewer larger schools that results in less maintenance and operation costs. The District are only able to obtain funding and construct a

school when student generation numbers reach specified levels, which they have not yet reached in Spring Lake. The proposed action is consistent with the Spring Lake Plan in that the changes requested by the regulating agency and that the park continues to function as a focal point for the neighborhood, even without the school site.

### Spring Lake Financing Plan:

In order to maintain the fiscal and financial feasibility of the SLSP, it is the City's goal in implementing the SLSP that the number of constructed units be as close as possible to the number of planned units. A December 2008 amendment to the Spring Lake Infrastructure Fee plan increased the constructed density requirement to 100 percent of planned density in order to reduce the overall fee; in assuming a greater density, the fees are spread over a larger number of assumed units. This change was made at the request of the development community and has been built into assumptions in the Spring Lake Capital Improvement Plan (CIP). This project results in a net increase in Dwelling Unit Equivalents, which is the criteria on which fees are based.

A comparison of the estimated number of units and Dwelling Unit Equivalents (DUE) for the existing and proposed land use designations is shown in the Table below. The calculation is based on the approximate development density proposed by the applicant of 6.66 dwelling units per acre (du/ac), which is less than the possible maximum density (8 du/ac) that could be developed in an R-8 zone. Although the number of units overall is decreased, the dwelling unit equivalent (DUE) amount is actually increased. As a result, there is no "make up" of fees that would be required as a result of the proposed rezoning. See the table below for a comparison of existing and proposed unit and DUE counts.

| Unit and DUE Comparison                               |                   |       |                                                          |                           |       |               |       |
|-------------------------------------------------------|-------------------|-------|----------------------------------------------------------|---------------------------|-------|---------------|-------|
| Existing Specific Plan                                |                   |       | Proposed Specific Plan Amendment                         |                           |       |               |       |
| Land Use                                              | Existing Land Use |       | Land Use                                                 | Proposed Land Use/Acreage |       | Net Change    |       |
|                                                       | Units             | Acres |                                                          | Units                     | Acres | Units         | Acres |
| <b>R-20</b><br>Multi-Family<br>Residential (15 du/ac) | 125               | 6.22  | <b>R-8</b><br>Single-Family<br>Residential (6 - 8 du/ac) | 41                        | 6.22  | - (84)        | 0     |
| <b>SCHOOL</b><br>Elementary School                    | 0                 | 10.0  | <b>R-8</b><br>Single-Family<br>Residential (6 - 8 du/ac) | 67                        | 10    | 67            | 0     |
| <b>Net Change for Units and DUEs</b>                  |                   |       |                                                          |                           |       |               |       |
| <b>Total Units</b>                                    | <b>125</b>        |       | <b>Total Units</b>                                       | <b>108</b>                |       | <b>- (17)</b> |       |
| <b>Dwelling Unit Equivalent (DUE)<br/>0.66*</b>       | <b>82.5</b>       |       | <b>Dwelling Unit Equivalent (DUE)</b>                    | <b>108</b>                |       | <b>25.5</b>   |       |

- Multi-family has a Dwelling unit equivalent of 0.66 as compared to single family. This DUE is used for purposes of SLIF calculations.

The proposed rezone results in a net decrease in the total number of units, (-17), but for purposes of calculating the Spring Lake Infrastructure Fees (SLIF), the project results in a net increase generating fees equivalent to 25.5 DUEs.

**Affordable Housing:** The City General Plan (through the Housing Element) requires enforcing the provisions of the Spring Lake Specific Plan that require that ten percent (10%) of the units in a for-sale single-family residential project shall be affordable to low-income households.

In April 2005, an Affordable Housing Dedication Agreement was entered into between the City and several development interests, (HTW West Ventures, a Delaware LLC; Turn of the Century, a Delaware LLD; Russell Ranch Development, Inc). The development group agreed to dedicate a multi-family parcel of land for the purpose of constructing affordable housing. This dedication satisfied all or a portion of the affordable obligation for four (4) multi-family parcels (TOC North, TOC South, Beeghly, and Russell). The TOC North parcel (USA Properties) was dedicated and satisfied the entire affordable obligation for the TOC South parcel (The subject R-20 parcel in the Parkview application), and the 20 percent very low obligation for the Russell and Beeghly parcels.

As a result of the Affordable Housing Dedication, the R-20 multi-family site in question with this proposal transferred their entire affordable obligation to an offsite location. The 20 percent very low (25 units) and 10 percent low (13) -income units were “relocated” to the dedication site.

However, the 10 acre school site was not a part of the affordable dedication agreement. Therefore, if rezoned to a single family designation from a previous public / quasi-public designation it will then be obligated to provide the required 10% low income affordable units. Based on a proposed 67 units on the 10 acre site, a total of 7 low income affordable units have been included in the conditions. Further, this site would also be obligated to pay the Off-Site Affordable Housing fee of \$1,100 per market rate single family unit.

**Building Unit Allocation Program** – In order to ensure that the City will maintain an average annual growth rate of 1.7 percent citywide and still meet development needs, the SLSP required the development of a Unit Allocation Program (SLSP, page 8-3). The Building Unit Allocation (BUA) Ordinance (Ordinance No. 1343, was adopted April 16, 2002). The BUA Ordinance specified a maximum number of allocations in total to be allocated in three releases. There was no provision in that first ordinance to allow the addition of any BUAs to the plan area. As a result an amendment to the BUA Ordinance was approved on October 5, 2010 to allow the City the flexibility to add BUA units. (See **Attachment “I”** for amendment text). This project site is located within an area that was designated to be in the First Release. The multi-family units however did not require BUAs. As a result, with the approval of this project plan amendment, the City will also be recommending that an additional 101 BUA units be added to the plan area and that they be considered First Release units.

#### *First Release Request*

Being designated a First Release property has significance, particularly with the advent of the “Pay as you go” financial system, in that First Release now also results in a different payment obligation than being in a later release. The First Release participants may use up to 90 percent of the Fee Credit, whereas Second and Third release phases may only use 80 percent of the allowed Fee Credit. Further, the Second and Third Releases may not use fee credits until such time as they have paid their prorated share of the amount owed to the First Release and First Release properties have been paid back.

The First Release of 1,242 units was previously allocated and did not include these properties. However, the subject properties participated in the infrastructure improvements that were put in as part of the First Release. Therefore, staff has felt comfortable in recommending that any BUAs issues for this project be considered the same as other First Release properties for the purposes of fees and ability to use fee credits.

#### *Growth Cap Analysis*

The original growth cap restrictions were put in place to ensure that growth in Spring Lake stayed within the City's General Plan Growth Cap Policy 1.A.7:

*The City of Woodland shall manage residential growth at an even and reasonable pace so that single family residential construction in new planned residential neighborhoods does not exceed 5,000 houses by the year 2020 per approved Specific Plans. The intent is to limit the number of building permits each year, adjusting for market fluctuations. The intent is not to limit infill and multi-family development, including multi-family development in approved neighborhoods.*

A tally of development since the 2000 Census as well as a projection of future development possible through 2020 has been provided. The 2000 Census is the baseline year from which the housing count was started. The City has tracked growth for subsequent years. Growth in that time period has occurred primarily in the Southeast Area Specific Plan and Spring Lake Specific Plan areas. Since Fiscal Year 2001 through October 2010 a total of 1,882 single family units have been built. For the ten (10) year period, this is an average growth rate of 188 units. A balance of 3,118 units remains until the cap of 5000 is reached. Through the fiscal year 2020 this results in a possible annual unit rate of 312.

The growth cap was intended to limit the extent of growth per year. At the time it was put in place there was concern that development would be occurring at a pace of 400 units per year or greater. However, that maximum unit amount had never been reached and given the economic situation staff does not believe that the 5000 unit cap will be achieved by 2020. Furthermore, it is unlikely that planning, review and construction will occur in the Master Planned Remainder area any time soon. Also, in order for growth to happen in that area a specific plan, EIR and annexation are required which will take several years to accomplish. It is also unknown what shape the remainder area will take and what uses will ultimately be approved. Assessment of growth and unit allocation will be evaluated at that time as well.

Therefore, staff does not feel that allowing additional units to the BUA maximum will cause the City to exceed the growth cap prior to 2020.

#### **ZONING ORDINANCE CONSISTENCY**

The proposed project as conditioned is consistent with the City's Zoning Ordinance.

**Community Design Standards:** Requirements for community design have been established per the SLSP Design Standards. SLSP area is excluded from the Community Design Standards, unless the language in the specific plan is ambiguous or silent. At that point, the Community Design Standards will take effect.

### **SUBDIVISION ORDINANCE CONSISTENCY**

The project as conditioned is consistent with the City's Subdivision Ordinance.

The subject property is comprised of two parcels totaling 17.13 gross acres. The applicant proposes to subdivide the property into three phases. (see **Attachment "C" – Tentative Map**).

The R-8 lots have lot widths ranging from 40 to 50 feet with an average 45' lot width. This meets the minimum requirements of Table 2.4 which requires a 40 foot minimum and 45 foot average.

The proposed R-8 lots range in size from 3,758 to 9,000 square feet with an average lot size of 5,117 square feet. Lot widths at frontage range from 40 to 107 feet with lot width averages at 55 feet. Lot widths are measured at a point midway between the front and rear property lines.

The proposed circulation pattern consists of an Arterial level street: East Heritage Parkway and a Collector Street: Mickle Avenue, which is a north/south collector. A local street, Mack Way is existing and bisects the two parcels. This ring of existing perimeter roadways sets the framework for the subdivision layout.

Local builder requirements, Section 21-15-1 of the City's Subdivision Ordinance, as well as Development Regulation 2.27 in the Spring Lake Plan, provide for the sale of lots to local building contractors. The intent of this regulation was to provide the opportunity for the local building community to participate in development in the City. The larger builders were perceived as having the advantage of being able to pick up large numbers of lots. The regulation provides for a process to allow the lots to be offered for a limited time (45-days) to local builders and have to be offered at a fair market price.

**Infrastructure Master Plans:** The approved SLSP Infrastructure Study Report satisfies the SLSP requirements for Water, Drainage, and Sewer Infrastructure Plans.

**Consistency with Other Land Use Plans:** The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

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**REVIEW AGENCY COMMENTS:** The application was circulated for review by agencies of jurisdiction. Comments that were received were incorporated as conditions of approval. The Fire and Building Departments had no comments. Comments from Development Engineering, Redevelopment/Housing, Public Works, Police, Yolo Solano Air Quality Management District, the Woodland Joint Unified School District and AT & T have been incorporated as Conditions of Approval.

**Yolobus:** The Yolo County Transportation District provided a letter requesting that the City consider keeping the R-20 site as zoned, while allowing ALC IV Woodland to develop the former school site. The letter, dated October 13, 2011 is provided as **Attachment "E"**.

**STAFF ANALYSIS:** The initial project for the Spring Lake Plan Amendment was submitted on April 29, 2011 and the project was circulated for comments at that time. The application for a

Tentative Map was submitted on September 9, 2011 and was circulated for comments on September 27, 2011.

Staff supports this project based on Findings of Fact and Conditions of Approval as presented in **Attachment “I” - Findings of Fact and Conditions of Approval**. The following analysis addresses key areas of the Spring Lake Specific Plan’s policies and regulations. A summary analysis of the SLSP policies and regulations is provided below for Planning Commission and City Council consideration.

**SLSP Consistency:** In order to assess project consistency with the SLSP, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program. Despite proposed modifications of the Land Use Section of the Spring Lake Specific Plan, the project is substantially consistent with the aforementioned documents. Through various conditions or components of the Development Agreement, consistency and/or participation in the following programs was also ensured: Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

Key areas of review include the following:

*Affordable Housing Discussion* – The Spring Lake Affordable Housing Plan requires that all residential projects provide certain percentages of units that are affordable to low and very low-income households. The project has been conditioned to provide 7 low income single family housing units.

*Inclusionary Housing Agreement* - Prior to the City approving the applicant’s Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP).

*Density*– The SLSP establishes both maximum and minimum density for each land use category. For the R-8 category the minimum is 6 dwelling units per acre (du/ac) and the maximum is 8 du/ac. Acreages are already “net”, meaning that arterials, collectors, and plan-level (as opposed to project-level) open space have been deducted from the gross acreages. Local streets and subdivision trails have not been deducted. The net density for the project is 6.66 dwelling units per acres and a gross density of 6.30 dwelling units per acre.

*Lot Width Variation* - Development Regulation 2.35.5 requires lot width variation. The intent of this regulation is to provide variation within a subdivision block. Lots in the subdivision vary from 40 to 107 feet with an average of 55 feet.

*Cul-de-Sac Calculation* – Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. The TOC 160 West map provides 31 percent cul-de-sac. The proposed subdivision provides 46 percent cul-de-sac.

*Block length* – Development Regulation 2.34 and Table 2.4 lists the maximum block length as 600 feet with the goal of 10 homes on one side of the street. The overall street length on Miekle Avenue is 1,015 with an existing street block separation at Mack Road which is an existing condition. This provides for an upper existing block of 630 feet and a lower block length of 385 feet, resulting in an averaged block length of 507 feet. Lot widths along this segment vary from 50 feet to 61 feet which is consistent with the existing surrounding homes on Miekle Avenue. The addition of a subdivision trail in the upper block was not encouraged due to significant concerns of the maintenance and operation costs for such a trail feature and redundancy with the existing circulation system. It was felt that there is adequate pass through; particularly with the park access that additional pass through trail in this area is not necessary.

*Street Loading* – Development Regulation 2.31 requires homes to face a local residential street, two-lane collector, court or private street. Only the rear or side property lines may abut arterials and only side or front of units may abut collectors or greenbelts. The project design as proposed meets these requirements.

*Back-on Lots* – Development Regulation 2.35.2 prohibits residential lots from backing on to park land. Lots adjacent to Jack Slaven Park side-on to the park.

*Duplex lots*- The R-8 residential definition states that 50 percent of the corner lots are encouraged to be duplexes or half-plexes or they may be shifted to a mid block location. The intent of this provision is to provide diversity in lot sizes, housing types and housing price ranges. Staff has determined that the proposed project meets these diversity requirements without requiring additional smaller corner duplex lots.

*Bicycle / Pedestrian Access* – Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides four trail access points, one to the park and three to the existing Subdivision trail located along the eastern boundary.

*Entry Sign* – Per the Spring Lake Design Standards 1.6.2, the applicant has been conditioned to provide a neighborhood entry sign at the North East Corner of East Heritage Parkway and Miekle Avenue which may include a small scale monument or themed art piece.

*Energy Efficiency* – The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25 which requires that five (5%) percent of all units to have roof photovoltaic energy systems or other alternative energy system.

*Water Conservation Ordinance* – The project shall comply with the State Water Conservation Ordinance. This applies to all yard and public landscaping.

*Fencing* –

Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining.

**Park and Greenbelt Adjacent Fencing.** All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing adjacent to the greenbelt shall be consistent with the existing fence concept utilized in the Village 3 development. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.

**Privacy/Sound wall.** The required privacy/sound wall along north side of East Heritage Parkway shall be designed and constructed to be consistent with existing adjacent fencing. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits for Phase III. Landscaping and construction of the public improvements shall occur concurrent with adjacent development.

**Agricultural Land Mitigation Program and Hawk Mitigation Requirements:** Pursuant to within an area located within the targeted easement area known as the Heidrick Mitigation Property.

**Mitigation Monitoring Plan:** The SLSP MMP is contained in Appendix A of the SLSP. As conditioned, the subject project is consistent with all requirements of the Mitigation Monitoring Program.

**Consistency with Other Land Use Plans:** The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

**Zoning Consistency:**

*Lot Coverage* - The maximum lot coverage is 50 percent.

*Off Street Parking* - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio is 2 parking spaces per unit. The proposed parking must conform to minimum standards. Lots with second units must comply with SLSP Design Standard 2.10e, which requires 2 additional parking spaces.

**Appeals:** Any interested party, including the city council, any individual city council member, or the city manager, dissatisfied with the decision of the Planning Commission may appeal the decision to the City Council. No conflict of interest shall exist solely by reason of the filing of the appeal by the City Council, an individual City Council member, or the City Manager. Any appeal shall be filed with the City Clerk and, except an appeal by the City Council, a Council Member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. The clerk shall set a date for a public hearing and shall give written notice to the applicant of the time and date of the hearing.

**RECOMMENDATION:**

Staff recommends approval of the project by making an affirmative motion as follows: **I move that the Planning Commission recommend approval of the Parkview project to the City Council based on the identified Findings of Fact and subject to the identified Conditions of Approval, by taking the following actions:**

1. Adopt the attached Resolution No. \_\_\_\_\_, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; (**Attachment "F"**);
2. Adopt the attached Resolution No. \_\_\_\_\_, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed ALC IV Woodland Spring Lake, LLC Specific Plan Amendment (**Attachment "G"**);
3. Adopt the attached Resolution No. \_\_\_\_\_, amending the Housing Element list of available sites (**Attachment "H"**).
4. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No.5004 and "Conditions of Approval" to be incorporated in Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (**Attachment "I"**).
5. Adoption of Ordinance No. \_\_\_\_\_, authorizing the City Council execute the Project Development Agreement.(**Attachment "I"**)

**ATTACHMENTS:**

- Attachment "A"** – TOC 160 West TM # 4649  
**Attachment "B"** – Rezone Exhibit  
**Attachment "C"** – Tentative Subdivision Map # 5004  
**Attachment "D"** - Lot Matrix  
**Attachment "E"** - Yolobus Letter Dated 10.13.11  
**Attachment "F"** – Resolution Approving the CEQA Addendum  
**Attachment "G"** – Resolution Amending Spring Lake Specific Plan with Exhibits  
**Attachment "H"** – Resolution Amending Housing Element Sites list  
**Attachment "I"** – Ordinance for Development Agreement with Findings and Conditions  
**Attachment "J"** – BUA Ordinance Amendment Language

# ATTACHMENT A

WOODLAND  
COMMUNITY COLLEGE  
APN 84-111-10

WOODLAND COMMUNITY COLLEGE  
APN 84-111-10

WOODLAND COMMUNITY COLLEGE  
APN 84-111-10



### GENERAL NOTES

**OWNER / DEVELOPER:**  
TURN OF THE CENTURY LLC  
75 COURT STREET  
WOODLAND, CALIFORNIA 95694  
(916) 882-1000

**PLANNING CONSULTANT:**  
DOHN C. REINERS INC.  
4115 POLSON BLVD.  
ALHAMBRA, CALIFORNIA 91801  
(916) 341-3451

**CIVIL ENGINEER:**  
STEVE GREENFIELD, P.E. (C) 00000  
CIVIL ENGINEER  
2100 UNIVERSITY STREET  
DAVIS, CALIFORNIA 95616  
(916) 841-1010

**ADDITIONAL MAPS NUMBER:**  
84-111-10-10

**AREA:**  
75.8 ACRES

**EXISTING ZONING:**  
M-1.5 (M-1.5, P-1.5, P-2.5)

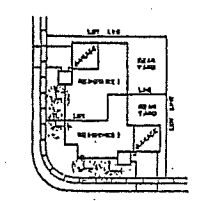
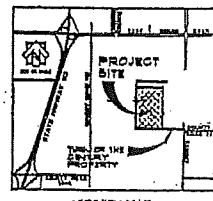
**PROPOSED ZONING:**  
R-1.5 (R-1.5, P-1.5, P-2.5)

**DOMESTIC WATER, SANITARY  
SEWER AND DRAINAGE:**  
CITY OF WOODLAND

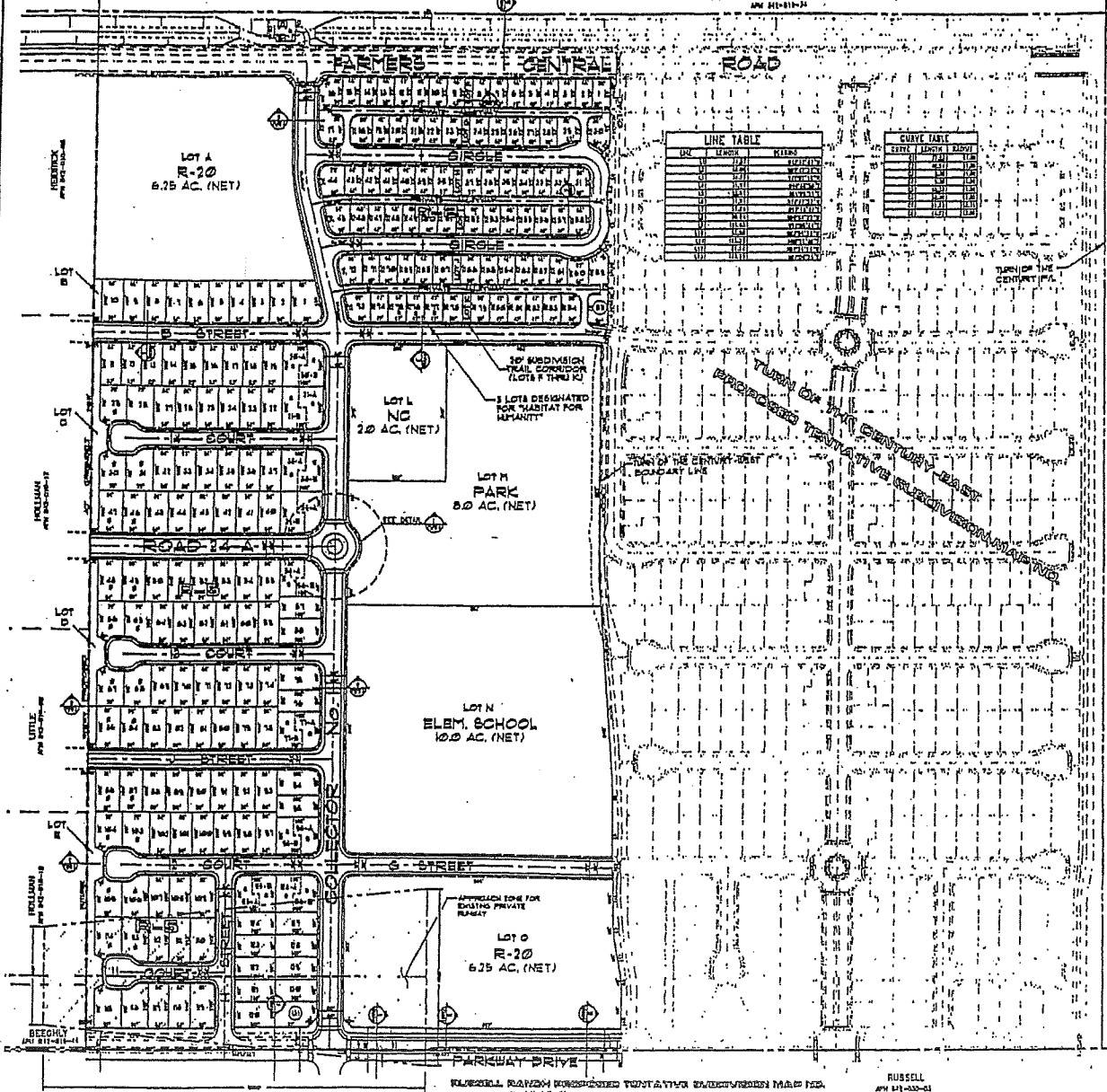
**ELECTRICITY (GAS):**  
P.U.C.

**CABLE TELEVISION:**  
CARTER COMMUNICATIONS

**NOTES:**  
1. THE STREET NAMES SHOWN ON THIS MAP ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND.  
2. SEE SHEET 2 FOR EXISTING SANITARY AND DRAINAGE DETAILS. SEE SHEET 3 FOR EXISTING GAS DETAILS. SEE SHEET 4 FOR EXISTING ELECTRICITY DETAILS.



CORNER LOT HALF-PLEX CONCEPTUAL ILLUSTRATION



### TURN LANES

1. EXTRA RIGHT OF WAY MAY BE REQUIRED ON FARMERS CENTRAL ROAD AT CA ROAD (N) AND PARKWAY DRIVE AT CA ROAD (S) FOR TURN LANES AT THE DISCRETION OF THE PUBLIC WORKS DEPARTMENT.

### BUS STOPS AND TURNOUTS

1. BUS TURNOUTS MAY BE REQUIRED AT THE DISCRETION OF THE PUBLIC WORKS DEPARTMENT.

### SECOND UNITS

1. IN A 1/4 SECTION OF THE R-1.5 AND R-1.5 LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS AND ARE INDICATED ON THIS MAP WITH "2".

### AFFORDABLE HOUSING UNITS

1. APPROVED HOUSING UNITS REQUIRED IN 10% OF THE R-1.5 AND R-1.5 LOTS. IN LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

### LOT SIZES

1. LOT SIZES FOR THE SINGLE FAMILY RESIDENTIAL LOTS SHALL BE AS SHOWN ON THIS MAP. LOTS SUBJECT TO THE APPROVAL OF THE CITY DEVELOPMENT DEPARTMENT FOR BUILDING OVERLAYS THE CITY OF WOODLAND AT THE FINAL PLAT STAGE BASED UPON SELECTION OF PLANNING AND LAND PLANNING DEPARTMENT. THIS MAP SUBJECT TO "VARIATION" OF THESE VARIABLE UNITS.

### LAND USE SUMMARY

| USE                            | AREA (AC) | AREA (SQFT) | # UNITS | DENSITY  |
|--------------------------------|-----------|-------------|---------|----------|
| R-20                           | 75.8 AC.  | 3,270,000   | 30      | 30 units |
| R-1.5                          | 10.0 AC.  | 435,600     | 10      | 10 units |
| R-1.5 (INCLUDES 1/2 ACRE LOTS) | 10.0 AC.  | 435,600     | 10      | 10 units |
| GREENBELT                      | 10.0 AC.  | 435,600     | 10      | 10 units |
| COLLECTOR / ARTERIAL STREETS   | 10.0 AC.  | 435,600     | 10      | 10 units |
| N. COMMERCIAL                  | 10.0 AC.  | 435,600     | 10      | 10 units |
| PARK                           | 10.0 AC.  | 435,600     | 10      | 10 units |
| SCHOOL                         | 10.0 AC.  | 435,600     | 10      | 10 units |
| TOTALS:                        | 75.8 AC.  | 3,270,000   | 466     |          |

\* INCLUDES AVERAGE OF LOTS 1 THRU 10

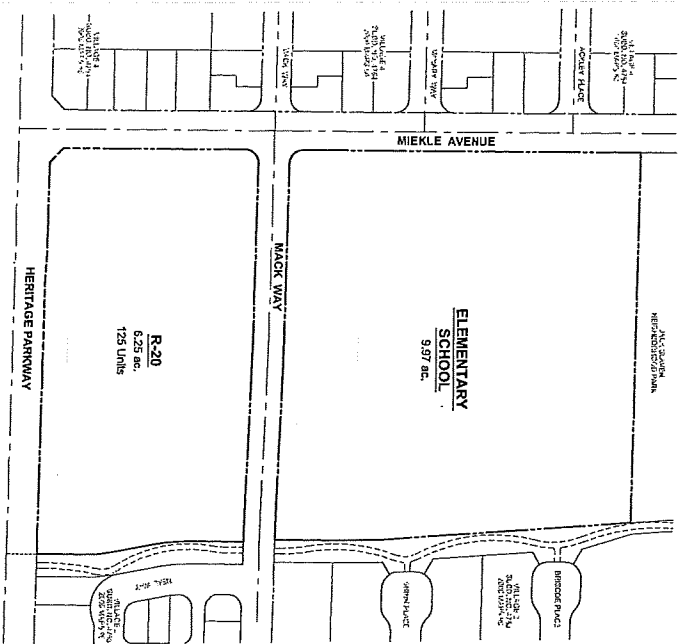
### LAND USE COMPARISON CHART

| USE           | SPECIFIC PLAN | AREA    | # UNITS | DENSITY PERMITTED (BASED ON AVERAGE) | TENTATIVE SUBDIVISION MAP | AREA    | # UNITS |
|---------------|---------------|---------|---------|--------------------------------------|---------------------------|---------|---------|
| R-20          | 10.0 AC.      | 435,600 | 10      | 10 units                             | 10.0 AC.                  | 435,600 | 10      |
| R-1.5         | 10.0 AC.      | 435,600 | 10      | 10 units                             | 10.0 AC.                  | 435,600 | 10      |
| R-1.5         | 10.0 AC.      | 435,600 | 10      | 10 units                             | 10.0 AC.                  | 435,600 | 10      |
| PARK          | 10.0 AC.      | 435,600 | 10      | 10 units                             | 10.0 AC.                  | 435,600 | 10      |
| SCHOOL        | 10.0 AC.      | 435,600 | 10      | 10 units                             | 10.0 AC.                  | 435,600 | 10      |
| N. COMMERCIAL | 10.0 AC.      | 435,600 | 10      | 10 units                             | 10.0 AC.                  | 435,600 | 10      |
| TOTALS:       |               |         | 466     |                                      |                           |         | 466     |

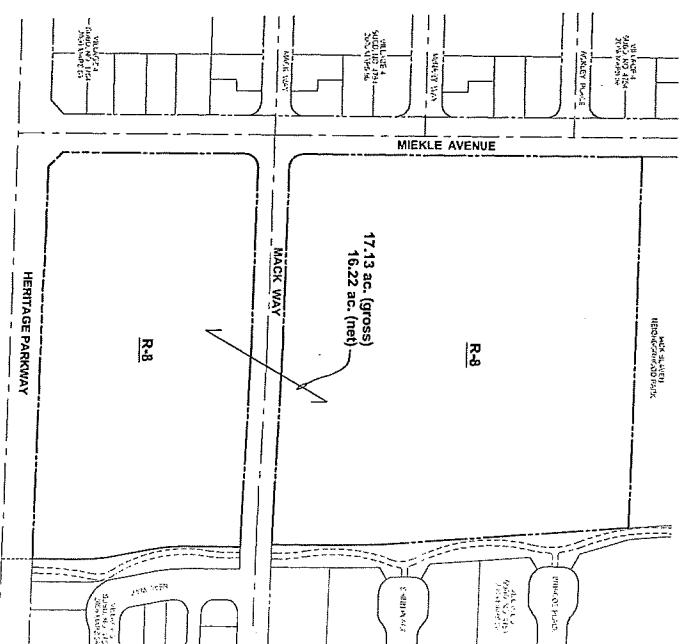
### PUBLIC LOT SUMMARY

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432

# ATTACHMENT B

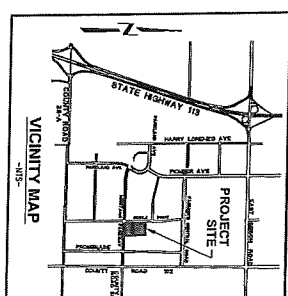


# EXISTING SPECIFIC PLAN



# PROPOSED SPECIFIC PLAN

| LAND USE SUMMARY | EXISTING LAND USE |             |  | PROPOSED LAND USE |             |                  | DIFFERENCE    |             |  |
|------------------|-------------------|-------------|--|-------------------|-------------|------------------|---------------|-------------|--|
|                  | AREA              | TOTAL UNITS |  | AREA              | TOTAL UNITS | DENSITY          | AREA          | TOTAL UNITS |  |
| R-8              | 0.00 ac.          | 0           |  | 16.22 ac. (N)     | 108         | 6.66 ac. (N)     | 16.22 ac. (N) | 108         |  |
| R-20             | 6.25 ac.          | 125         |  | 0.00 ac.          | 0           |                  | (6.25 ac.)    | (125)       |  |
| SCHOOL           | 9.97 ac.          | 0           |  | 0.00 ac.          | 0           |                  | (9.97 ac.)    | 0           |  |
| EX. LOCAL ROAD   | 0.91 ac.          | 0           |  | 0.91 ac.          | 0           |                  | 0.00 ac.      | 0           |  |
|                  | 17.13 ac.         | 125         |  | 17.13 ac.         | 108         | 6.30 density (C) | 0.00          |             |  |



**RECEIVED**  
JAN 5 2012  
City of Woodland

|                                                                                                     |      |           |    |                                                                                                                                                                                                    |             |    |  |
|-----------------------------------------------------------------------------------------------------|------|-----------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----|--|
| <b>SPRING LAKE SPECIFIC PLAN</b><br><b>AMENDMENT EXHIBIT</b><br><b>PARKVIEW</b><br>CITY OF WOODLAND |      |           |    | PROJECT RATING - Old Engineering - Landscape Architects<br>2510 Spindrift Street, Suite 100 • Down, CA 95628 • (916) 766-7028<br>100 7th Street, Suite 100 • Sacramento, CA 95811 • (916) 442-7028 |             |    |  |
| NO.                                                                                                 | DATE | REVISIONS | BY | APPRO.                                                                                                                                                                                             | DESIGNED BY | SO |  |
|                                                                                                     |      |           |    |                                                                                                                                                                                                    | DRAWN BY    | JB |  |
|                                                                                                     |      |           |    |                                                                                                                                                                                                    | CHECKED BY  | SO |  |
| SCALE<br>1" = 200'                                                                                  |      |           |    |                                                                                                                                                                                                    |             |    |  |

# ATTACHMENT C

PROPERTY LINE  
PROPOSED LOT LINE  
EXISTING LOT LINE  
PROPOSED RIGHT-OF-WAY  
EXISTING RIGHT-OF-WAY  
PROPOSED EASEMENT  
EXISTING EASEMENT  
PROPOSED ROAD CENTERLINE  
EXISTING ROAD CENTERLINE  
PROPOSED EDGE OF PAVEMENT  
EXISTING EDGE OF PAVEMENT  
EXISTING DISE OF PAVEMENT  
EXISTING FENCE  
CONTOUR LINE - 2'  
EXISTING DRAINAGE  
EXISTING DRAINAGE  
EXISTING ROAD  
EXISTING RIGHT-OF-WAY  
FUTURE RIGHT-OF-WAY

| SHEET INDEX                            |     |
|----------------------------------------|-----|
| STREET & LOTTING PLAN                  | C01 |
| GRADING AND DRAINAGE PLAN AND SECTIONS | C02 |
| WATER & SEWER PLAN                     | C03 |

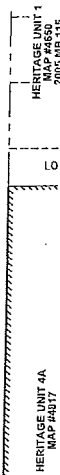
LOYS A, B, C, D, E : GREENBELT OR SUBDIVISION TRAIL CORRIDOR

| LAND USE COMPARISON CHART                                        |               |           |                        |              |
|------------------------------------------------------------------|---------------|-----------|------------------------|--------------|
| USE                                                              | SPECIFIC PLAN | SENIORITY | PROPOSED TENTATIVE     |              |
|                                                                  | AREA          | # UNITS   | (BASED ON<br>150 A.C.) | AREA # UNITS |
| POP SCHOOL                                                       | 0.97 AC.      | 0         |                        | 0 AC.        |
| R-20                                                             | 0.25 AC.      | 120       | 113-123                | 0            |
| 4-AC.                                                            | 0.4 AC.       | 0         | 98-100                 | 0            |
| TOTALS:                                                          |               |           |                        | 100          |
| * SENIORITY CALLS TO NOT INCLUDE DRIVING DISTANCE OF PARKING LOT |               |           |                        | 108          |

◆ THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER

• 10 ± (11 UNITS) OF THE R-8 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT UNIT 100000.

THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS PER THE SPRING LAKE SPECIFIC PLAN. THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.



**OWNER / DEVELOPER:**  
ALC IV WOODLAND - SPRING LAKE, LLC  
P.O. BOX 1008  
SANTA MARGARITA, CA 93453  
(805) 701-9702

**CIVIL ENGINEER:**  
STEVE GREENFIELD RCE C50880  
CUNNINGHAM ENGINEERING  
2940 SPARTAN STREET  
DANA, CALIFORNIA 95816  
(530) 754-2036

**ASSESSORS PARCELS No.**

**EXISTING ZONING:**  
10.22 ACRES (LOTS M AND O)

**FLOOD ZONE DESIGNATION:**  
ZONE "X"  
**DOMESTIC WATER, SANITARY  
SEWER AND DRAINAGE:**

**CABLE TELEVISION:**

1. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE BOARD OF STREET NAMES NOT DESIGNATED WITH A LETTER ARE EXTENDING EXISTING APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
2. THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
3. THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF LOS ANGELES.

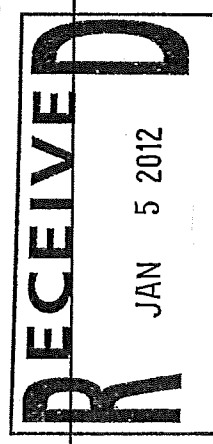
HERITAGE UNIT 4A  
MAP #4917

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SPRING LAKE SPECIFIC PLAN  
PARKVIEW  
TENTATIVE SUBDIVISION MAP #5004  
STREET AND LOTTING PLAN  
CITY OF WOODLAND  
CALIFORNIA





# ATTACHMENT D



**Parkview  
Spring Lake Specific Plan**

**Lot Matrix**

| Lot Number | Depth | Width | Area |
|------------|-------|-------|------|
| 1          | 86    | 58    | 4996 |
| 2          | 86    | 55    | 4712 |
| 3          | 89    | 55    | 4789 |
| 4          | 91    | 50    | 4496 |
| 5          | 91    | 55    | 5015 |
| 6          | 91    | 50    | 4552 |
| 7          | 91    | 55    | 4998 |
| 8          | 91    | 50    | 4536 |
| 9          | 90    | 55    | 4980 |
| 10         | 90    | 50    | 4520 |
| 11         | 90    | 50    | 4512 |
| 12         | 90    | 55    | 4832 |
| 13         | 90    | 55    | 4911 |
| 14         | 90    | 50    | 4509 |
| 15         | 90    | 50    | 4509 |
| 16         | 90    | 55    | 4960 |
| 17         | 90    | 50    | 4509 |
| 18         | 90    | 55    | 4960 |
| 19         | 90    | 50    | 4509 |
| 20         | 93    | 55    | 5013 |
| 21         | 100   | 50    | 4852 |
| 22         | 100   | 55    | 5038 |
| 23         | 85    | 55    | 4664 |
| 24         | 101   | 58    | 6865 |
| 25         | 101   | 58    | 6869 |
| 26         | 85    | 55    | 4693 |
| 27         | 91    | 56    | 4812 |
| 28         | 91    | 50    | 4485 |
| 29         | 89    | 55    | 4838 |
| 30         | 87    | 50    | 4324 |
| 31         | 89    | 55    | 4834 |
| 32         | 90    | 50    | 4466 |
| 33         | 90    | 55    | 4950 |
| 34         | 90    | 50    | 4550 |
| 35         | 90    | 55    | 4500 |
| 36         | 90    | 55    | 4902 |
| 37         | 90    | 55    | 4924 |
| 38         | 90    | 50    | 4500 |
| 39         | 90    | 50    | 4500 |
| 40         | 90    | 55    | 4949 |
| 41         | 90    | 50    | 4453 |
| 42         | 88    | 55    | 4825 |
| 43         | 87    | 50    | 4333 |
| 44         | 87    | 55    | 4746 |
| 45         | 96    | 50    | 4537 |
| 46         | 103   | 56    | 5566 |
| 47         | 103   | 55    | 5149 |
| 48         | 145   | 58    | 6256 |
| 49         | 145   | 57    | 7219 |
| 50         | 80    | 67    | 5292 |
| 51         | 80    | 60    | 6805 |
| 52         | 96    | 60    | 5914 |
| 53         | 86    | 50    | 4106 |
| 54         | 82    | 50    | 4081 |

| Lot Number | Depth | Width | Area |
|------------|-------|-------|------|
| 55         | 82    | 57    | 4559 |
| 56         | 99    | 60    | 5618 |
| 57         | 82    | 50    | 4374 |
| 58         | 82    | 50    | 4100 |
| 59         | 98    | 58    | 7035 |
| 60         | 74    | 64    | 7157 |
| 61         | 80    | 50    | 4045 |
| 62         | 95    | 50    | 4174 |
| 63         | 95    | 60    | 5822 |
| 64         | 83    | 60    | 4886 |
| 65         | 84    | 50    | 4165 |
| 66         | 85    | 50    | 4215 |
| 67         | 85    | 64    | 5437 |
| 68         | 103   | 60    | 6090 |
| 69         | 101   | 60    | 6123 |
| 70         | 108   | 60    | 6548 |
| 71         | 108   | 55    | 5944 |
| 72         | 108   | 55    | 5944 |
| 73         | 108   | 40    | 5671 |
| 74         | 107   | 60    | 5923 |
| 75         | 96    | 60    | 7419 |
| 76         | 105   | 60    | 8337 |
| 77         | 91    | 50    | 4736 |
| 78         | 104   | 50    | 4739 |
| 79         | 104   | 50    | 5091 |
| 80         | 96    | 55    | 5199 |
| 81         | 100   | 82    | 6782 |
| 82         | 99    | 107   | 8633 |
| 83         | 81    | 55    | 4712 |
| 84         | 90    | 50    | 4556 |
| 85         | 90    | 50    | 4950 |
| 86         | 90    | 50    | 4500 |
| 87         | 90    | 56    | 4967 |
| 88         | 90    | 56    | 4990 |
| 89         | 90    | 55    | 4950 |
| 90         | 90    | 50    | 4500 |
| 91         | 90    | 50    | 4487 |
| 92         | 87    | 50    | 3758 |
| 93         | 74    | 50    | 3764 |
| 94         | 117   | 67    | 7917 |
| 95         | 117   | 75    | 9000 |
| 96         | 72    | 50    | 3764 |
| 97         | 72    | 50    | 3773 |
| 98         | 87    | 50    | 4490 |
| 99         | 90    | 50    | 4500 |
| 100        | 90    | 50    | 4500 |
| 101        | 90    | 60    | 5352 |
| 102        | 90    | 60    | 5270 |
| 103        | 90    | 50    | 4487 |
| 104        | 90    | 50    | 4480 |
| 105        | 89    | 55    | 4919 |
| 106        | 89    | 55    | 4910 |
| 107        | 86    | 55    | 4832 |
| 108        | 86    | 61    | 4890 |

|          | DEPTH | WIDTH | AREA |
|----------|-------|-------|------|
| Minimum: | 72    | 40    | 3758 |
| Maximum: | 145   | 107   | 9000 |
| Average: | 92    | 55    | 5117 |

# ATTACHMENT E



*"When You're Going Somewhere"*

City of Davis • City of West Sacramento • City of Winters  
City of Woodland • County of Yolo  
Ex Officio - CalTrans District 3 • University of California - Davis

Yolo County Transportation District  
350 Industrial Way  
Woodland, CA 95776  
(530) 661-0816 FAX: (530) 661-1732  
www.yolobus.com

October 13, 2011

Community Development Department  
City of Woodland  
520 Court Street  
Woodland, CA 95695  
**Attention: Cindy A Norris**

RE: Parkview Tentative Subdivision Map #5004

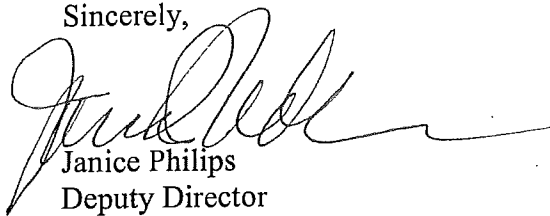
Dear Mrs. Norris,

Thank you for the opportunity to review the Spring Lake Specific Plan Amendment and Development Agreement for the proposed development east of Mickle Avenue and north of Heritage Parkway, Parkview Tentative Subdivision.

County-wide there is a steady drive to create livable, more sustainable communities in which alternative transportation options are convenient and readily available. This push includes providing a mix of housing options to a variety of income levels and providing increased density where services are most readily available. After reviewing the information provided, YCTD is concerned that the proposed amendment is a step in the wrong direction. YCTD would ask that the City investigate options to keep the R-20 land-use while still allowing ALC IV Woodland to develop the former elementary school site.

If you have any questions, please contact me or Erik Reitz, Associate Transportation Planner at (530) 661-0816.

Sincerely,



Janice Philips  
Deputy Director

cc: Art Pimentel, Brent Meyer, Chron, Development Review File

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# ATTACHMENT F

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CEQA  
EIR ADDENDUM #9 TO THE TURN OF THE CENTURY EIR AND APPROVING SPRING  
LAKE AMENDMENT #7 TO THE SPRING LAKE SPECIFIC PLAN FOR THE PARKVIEW  
PROJECT TO REZONE A 10 ACRE SCHOOL SITE AND 6.22 ACRE R-20 MULTI-FAMILY  
SITE TO 16.22 ACRES OF R-8 SINGLE FAMILY**

**WHEREAS**, on August 12, 2000, the City Council adopted Resolution No. 4215 Certifying the Environmental Impact Report (EIR)(SCH#99022069) for the Spring Lake Specific Plan (SLSP); and

**WHEREAS**, on December 18, 2001, the City Council adopted Resolution No. 4330 adopting EIR Addendum #1 to the Certified EIR and approved the Spring Lake Specific Plan; and

**WHEREAS**, on November 19, 2002, the City Council adopted Resolution No. 4399 adopting EIR Addendum #2 to the Certified EIR and approved Amendment #1 to the Spring Lake Specific Plan; and

**WHEREAS**, on December 17, 2002, the City Council adopted Resolution No. 4406 adopting EIR Addendum #3 to the Certified EIR and approved Amendment #2 to the Spring Lake Specific Plan; and

**WHEREAS**, on April 15, 2003, the City Council adopted EIR Addendum #4 for the proposed Williamson Act Rescission Agreement for the Russell Property; and

**WHEREAS**, on August 19, 2003, the City Council adopted Resolution No. 4467 adopting the Final Supplemental EIR to the Certified EIR and approved the Spring Lake Specific Plan Off-Site Infrastructure Facilities.

**WHEREAS**, on May 4, 2004, the City Council adopted Resolution No. 4537 adopting EIR Addendum #1 to the Supplement to the Turn of the Century Specific Plan EIR to address offsite infrastructure facilities: and

**WHEREAS**, on October 19, 2004, the City Council held a noticed public hearing to consider the proposed EIR Addendum #5 and Spring Lake Specific Plan Amendment #3.

**WHEREAS**, on February 27, 2007, the City Council held a noticed public hearing to consider the proposed EIR Addendum #6 and Spring Lake Specific Plan Amendment #4, for the purposes of amending the plan based on a request by Reynen and Bardis for the Spring Lake Central project.

**WHEREAS**, on November 16, 2010, the City Council held a noticed public hearing to consider the proposed EIR Addendum #7 and Spring Lake Specific Plan Amendment # 5 for the purposes of amending the plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing on Gibson Road and a bike path east of the High School.

**WHEREAS**, on December 14, 2010, the City Council held a noticed public hearing to consider the proposed EIR Addendum # 8 and Spring Lake Specific Plan Amendment #6 for the purposes of amending the plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the City Council of the City of Woodland hereby takes the following actions:

1. Affirms that EIR Addendum #9 is hereby included in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
2. Affirms that EIR Addendum #9 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
3. Affirms the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and 4330 (December 19, 2001).
4. Adopts EIR Addendum #9 dated February, 2012, as attached

**PASSED AND ADOPTED** by the City Council on \_\_\_\_\_, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Artemio Pimental, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Andrew Morris, City Attorney

Dated: \_\_\_\_\_

**Exhibit "1" - CEQA EIR Addendum**

## Parkview by ALC IV Woodland Spring Lake, LLC – Specific Plan Amendment

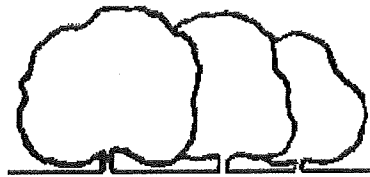
EXHIBIT 1

# CEQA ADDENDUM

## TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE PARKVIEW PROJECT PROPOSAL

CERTIFIED AUGUST 15, 2000  
(SCH# 99022069)

THE CITY OF WOODLAND



JANUARY 10, 2012

PREPARED BY

CINDY A. NORRIS, PRINCIPAL PLANNER  
CITY OF WOODLAND  
COMMUNITY DEVELOPMENT DEPARTMENT

## **ADDENDUM TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE PARKVIEW PROJECT**

### **CEQA Requirements**

This document has been prepared as an Addendum to the SLSP, Turn of the Century EIR (SCH# 99022039) in accordance with the CEQA Guidelines, Section 15164. CEQA Guidelines Section 15164(a) states “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Pursuant to Section 15164(e) a brief explanation is provided herein documenting the City’s decision that preparation of a subsequent EIR is not required.

The CEQA Guidelines Sections 15164(c) and (d) state that an addendum need not be circulated for public review, but can be included or attached to the Final EIR or adopted negative declaration and the decision-making body shall consider the addendum with the Final EIR or adopted negative declaration prior to making a decision on the project.

Section 15164 was created in response to Public Resources Code Section 21166, which provides that no subsequent or supplemental EIR shall be required unless “substantial changes” in the project or the circumstances under which the project is being undertaken will necessitate, “major revisions” of the EIR, or “new information” which was not known and could have not been known at the time the EIR was certified, becomes available.

The requirements of the CEQA Guidelines are described in more detail in the matrix below. Under the subject Parkview Specific Plan Amendment, use of an Addendum is not only justified, but required by Public Resources Code (Section 21166).

This addendum demonstrates that the circumstances, impacts, and mitigation measures identified in the SLSP, Turn of the Century EIR remain substantively unchanged by the situation described herein, and supports the finding that the proposed modification does not raise any new issues and does not cause the level of impacts identified in the previous EIR to be exceeded.

### **Background**

The City of Woodland is seeking to appropriately document the changes that have been proposed with the ALC IV Woodland and Spring Lake, LLC Specific Plan Amendment for the Parkview project as it relates to the Turn of the Century Specific Plan Environmental Impact Report.<sup>1</sup>

---

<sup>1</sup> The Turn of the Century Specific Plan was subsequently renamed the “Spring Lake Specific Plan.” Both terms are used in this Addendum. The terms “Turn of the Century EIR”, “Spring Lake Specific Plan EIR”, and “Spring Lake EIR” are also used interchangeably.

The Spring Lake Specific Plan (SLSP), Turn of the Century EIR, has evaluated 1,097 acres of development located primarily south of Gibson Road, west of CR 102 and east of SR 113. Buildout of the SLSP will be comprised of approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

The Spring Lake Specific Plan sets forth specific goals, policies and objectives for achieving, to the best extent possible, a balance between the market demand for residential growth and the need for corresponding commercial development, and the ability of the City of Woodland to absorb residential and commercial development over a fifteen year planning horizon.

### Project Description

The Parkview Specific Plan Amendment proposes an amendment to the land uses identified in the SLSP. The applicant proposes to rezone approximately 16.22 acres. The proposed project results in the elimination of a 10-acre elementary school site and the rezoning of a multi-family site to single family. The application includes an increase in R-8 acreage.

A comparison based on existing and proposed land uses designations for units and Dwelling unit equivalents (DUE) are shown in Table 1. This is based on the approximate density proposed by the applicant (6.66 du/ac), which is less than the possible maximum density (8 du/ac) that could be developed in an R-8 zone.

| <b>Table 1</b>                                        |                          |              |                                                             |                                  |              |                         |              |
|-------------------------------------------------------|--------------------------|--------------|-------------------------------------------------------------|----------------------------------|--------------|-------------------------|--------------|
| <b>Existing Specific Plan</b>                         |                          |              | <b>Proposed Specific Plan</b>                               |                                  |              |                         |              |
| <b>Land Use</b>                                       | <b>Existing Land Use</b> |              | <b>Land Use</b>                                             | <b>Proposed Land Use/Acreage</b> |              | <b>Net Change Units</b> |              |
|                                                       | <b>Units</b>             | <b>Acres</b> |                                                             | <b>Units</b>                     | <b>Acres</b> | <b>Units</b>            | <b>Acres</b> |
| <b>R-20</b><br>Multi-Family<br>Residential (15 du/ac) | 125                      | 6.22         | <b>R-8</b><br>Single-Family<br>Residential (6 - 8<br>du/ac) | 41                               |              | -84                     |              |
| <b>SCHOOL</b><br>Elementary School                    | 0                        | 10.0         | <b>R-8</b><br>Single-Family<br>Residential (6 - 8<br>du/ac) | 67                               | 0            | 67                      | -10.0        |
|                                                       |                          |              |                                                             |                                  |              |                         |              |
| <b>Total Units</b>                                    | <b>125</b>               |              |                                                             | <b>108</b>                       |              | <b>-17</b>              | <b>-.03</b>  |
| <b>Dwelling Unit<br/>Equivalent (DUE)<br/>0.66*</b>   | <b>82.5</b>              |              |                                                             | <b>108</b>                       |              | <b>25.5</b>             |              |

- Multi-family has a Dwelling unit equivalent of 0.66 as compared to single family. This DUE is used for purposes of SLIF calculations.

The proposed rezone, (at an estimated 6.66 du/ac for the proposed project) results in a net decrease in the total number of units (-17), but for purposes of calculating Spring Lake

Infrastructure Fees (SLIF), (which is based on DUE), the project results in a net increase in of 25.5 DUE

#### Multi Family vs Single Family in the Spring Lake Plan

At the time the Spring Lake plan was developed, there was a requirement in the 1998 Housing Element for a Citywide ratio of 35% multi-family and 65% single family. This requirement has since been removed from the last two housing element updates. Instead a growth cap has been enacted that limits single family production to a maximum of 5000 single family units but places no limit on multi-family or infill development.

In response to the original Housing Element policy, the Spring Lake Specific Plan land use categories were developed to achieve a unit mix of 29% multi-family and 71% single-family.

The proposed project will be remove a multi-family designation and units and will add single family zoned land and units.

Staff has provided a review assessing all units that have been built, approved and proposed in the plan to date. The review shows that at this time, with the project amendment included, that there will be 2,963 single family units and 1,186 multi family units in the plan, with a resulting plan ratio of 71.4% single family to 28.6% multi-family.

While this project is proposing to reduce the number of multi-family units, more units than expected were provided in the Terracina project (31 units) and in R-15 clusters (30 units) that were provided in the Heritage and KB home areas.

Therefore the proposed rezoning will not result in a significant change to the single-family/multi-family ratio indentified in the Spring Lake Specific Plan.

#### Affordable production

In April of 2005, an affordable housing agreement was entered into between the City and several development interests, (HTW West Ventures, a Delaware LLC; Turn of the Centrury, a Delaware LLC; Russell Ranch Development, Inc) agreed to dedicate a multi-family parcel of land for the purpose of construction of affordable housing. This dedication satisfied all or a portion of the affordable obligation for four (4) multi-family parcels (TOC North, TOC South, Beeghly and Russell) The TOC North property was dedicated and satisfied the entire affordable obligation for the TOC South parcel (subject parcel) and the 20% very low obligation for the Russell and Beeghly parcels. The TOC North property was eventually developed by USA properties (Terracina). The site was originally intended to be developed at the maximum allowed density of 125 units (The affordable obligation include transfers was 85 very low and 26 low-income units). However, when it was developed by USA properties, an additional density bonus was included, which resulted in a total of 156 units being built, or 31 additional units. The site was developed as a 100% affordable project. There are 85 very low and 71 low income units on the property.

The R-20 multi-family site in question with this proposal transferred their entire affordable obligation to the offsite location. The 20% very low (25 units) and 10% low (13) -income units were "relocated" to the dedication site.

However, the 10 acre school site was not a part of the affordable dedication agreement. Therefore, if it is rezoned to a single family designation from a previous public / quasi-public designation it will then be obligated to provide the required 10% low income affordable units.

**Housing Element Consistency:** The housing element is one of the seven State mandated elements of the City's General Plan. The proposed project does not affect the City's ability to meet its Regional Housing Needs Allocation (RHNA) for very low-income units as the City is able to identify a qualified replacement site in accordance with Housing Element Policy 2.21.

*Housing Element Policy 2.21.*

*The City shall provide flexibility on the identification of sites for accommodating its Regional Housing Needs Plan Allocation. A rezone request of a site counted towards meeting the City's RHNP Allocation shall include findings that justify the rezone and identify an adequate replacement site(s) that will provide the minimum number of units by income level for accommodating the City's RHNP Allocation and is developable during the term of the Housing Element planning period.*

Staff feels that the proposed site rezoning and development at the R-8 density will provide for an attractive development that will provide additional housing options and will be compatible with the existing development in the area. Further, there has been some concern with overconcentration of larger type multi-family affordable development projects in this immediate area. The USA properties site has a total of 156 affordable units and the Sacramento Mutual Housing R-25 site was approved to allow 100 affordable units.

Staff feels that there is adequate basis to make findings to allow the R-20 site in the Spring Lake Central Unit 1 project area to substitute as an identified replacement site that will meet the Housing Element affordability criteria as a default density site. This replacement site has become more viable with the award of the construction contract on June 21, 2011 for the Pioneer/Parkland road improvements. Further, this is a like for like replacement with regard to zoning and size: the Parkview R-20 site is 6.25 acres at 125 units while the Spring Lake Central site is 7.61 acres at 125 units.

Further, there is adequate basis to make findings to allow the R-20 site within the Spring Lake Central Unit 1 project site to be the replacement site for the affordable unit allocation due to the rezone. The R-20 site in the Spring Lake Central project site (SLC), at 7.61 acres, was approved for 125 units. These units were not counted as possibly meeting an affordability factor in the Housing Element. However, this project site is at the Housing Element Law's minimum default density of 20 dwelling units per acre. As a result, we can replace the possible yield of 100 very low income units for the 6.25 acre site with the possible yield of 125 very low income units for the SLC 7.61 acre site. Tables 4, 5 and 7 in the City's Housing Element will be modified to reflect this determination.

One note however, is that the City may find an increased burden in future housing element cycles to find adequate land that is zoned for multi-family.

## Determination

In review of the Parkview Specific Plan Amendment and Rezoning, staff has concluded that the project does not represent a substantive change in the approval of the Turn of the Century Specific Plan project as analyzed under the SLSP, Turn of the Century EIR. Similarly, all impacts and standards of significance described in the SLSP, Turn of the Century EIR are applicable to the Parkview Specific Plan Amendment. Mitigation measures adopted with the SLSP, Turn of the Century EIR likewise apply.

According to the SLSP, Turn of the Century EIR, implementation of the proposed project is anticipated to result in significant impacts in the areas of land use, agricultural resources, hydrology, biological resources, traffic and circulation, air quality, noise, visual resources, cultural resources, affordable housing, public health, public services, and community services. The EIR has concluded that project impacts can likely be fully mitigated except in the following areas:

- Loss of farmland;
- Cumulative loss of farmland;
- Impacts to groundwater;
- Loss of Swainson's Hawk foraging habitat;
- Cumulative impacts to wildlife habitat;
- Project air quality emissions;
- Increased ambient noise;
- Cumulative traffic noise;
- Project nuisance impact from black gnats; and;
- Cumulative nuisance impacts from black gnats.

None of the significant environmental impact identified above in the SLSP, Turn of the Century EIR are worsened due to the proposed land uses changes as part of the application.

In order to access whether additional CEQA review is required for the Parkview Specific Plan Amendment, an analysis of CEQA Guidelines Section 15162 has been prepared. The matrix below provides verbatim wording from the CEQA Guidelines and a corresponding analysis of the applicability of each section to the proposed Parkview Specific Plan Amendment.

| Table XX<br>Comparison of 15162 CEQA Requirements and Project                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CEQA Requirement (Section 15162)                                                                                                                                                                                                                                                           | Relationship to Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| (a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:             | <p>In conjunction with the approval of requested entitlements, Specific Plan Amendment and Rezone, the ALC IV Woodland-Spring Lake, LLC, Specific Plan Amendment includes a request for certification of an Addendum to SLSP, Turn of the Century EIR. Such certification includes adopting a "Finds of Fact" and substantiating compliance with CEQA.</p> <p>The current specific plan, in accordance with the SLSP, Turn of the Century EIR, evaluated 125 multi-family residential dwelling units and an elementary school on the project site. Although, the project includes rezoning of an elementary school site for residential uses and would result in the development of 108 single family residential dwelling units, the reduction in total units and elimination of the elementary school would not result in substantial changes or new information requiring a subsequent EIR. The information below summarizes the substantial evidence in support of the City's determination that the preparation of a Subsequent EIR is not required.</p>                                                                                                                                                                                                                                                                                     |  |
| (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; | <p>The proposed land use changes to the SLSP, Turn of the Century EIR would include rezoning of residential densities and elimination of an elementary school within the Spring Lake Specific Plan (SLSP). On the specific project site, proposed changes would include rezone of ten acres of elementary school and 6.22 acres of multi-family residential area (R-20 du/ac). The area would instead be used for 16.22 acres of single-family residential (8 du/ac). At maximum density this project could possibly include up to 130 units of single family. The applicant has indicated a desire to develop at the lower end of the density range with approximately 108 single family units. Even at the maximum density the project will have a similar number of total possible units to the previous approval, without the impacts of a school facility. There will not be a significant increase in demand for public services and utilities, or increase traffic, noise, and air quality.</p> <p><b>Multi-Family vs. Single Family Ratio</b><br/>The Spring Lake Specific Plan identifies a single-family to multi-family ratio of 71% single family (R-3 through R-8) and 29% multi-family (R-15 through R-25) for the overall plan. This ratio was included in the initial plan analysis because the Housing Element at that time,</p> |  |

required 35% multi-family housing in the City overall. Since that time, the two following Housing Element updates have eliminated this requirement in lieu of policies that limit the City's overall single family growth, through a growth Cap as well as policies that encourage higher density by encouraging infill development.

The proposed project will be removing a multi-family designation and possible multi-family units and adding single family units. However, based on a review of all units that have been built, approved and proposed in the plan show that at this time with the project amendment that there will be 2,963 single family units and 1,186 multi family units for a ratio of 71.4% single family to 28.6% multi-family.

While this project is proposing to reduce the number of multi-family units, more units than expected were provided in the Terracina project and in the R-15 cluster units were provided in the Heritage and KB home areas.

Therefore the proposed rezoning will not result in a significant change to the single-family/multi-family ratio as highlighted in the plan.

### **Plan Wide Density**

Plan policies describe a plan wide density of 6.1 du/net acres. The result of prior changes and the contemplated project modifications for the Parkview project will result in a net density of 6.1 du/ac. This amount is based on the addition of the 20 acres of school site that have been (10 acres at Cal West) and are proposed to be (10 acres at Parkview) rezoned to residential uses. The net acres in the plan were originally estimated at 664.9. The addition of 20 acres from the rezoned school sites provide for a total of 684.9 acres. This results in a net density overall in the plan of 6.05 du/net acre. (4,149 units/684.9 acres = 6.05 du/net ac).

### **Schools**

The project includes elimination of a 10-acre elementary school site. This follows the elimination of the 10-acres school site north of Heritage Parkway. In action minutes of the Woodland Joint Unified School District, dated April 28, 2011, it is stated that on April 14,

2011, the Governing Board of the Woodland Joint Unified School District voted to release the subject Spring Lake school site. The Governing Board decision was based on a Schools Needs Report prepared by School Site Solutions, Inc. on November 23, 2009. The Schools Needs Report determined that the existing student yield rates in the Spring Lake Specific Plan area were less than the projections made for the SLSP in 2001. The report concluded that the SLSP area would generate the need for two elementary schools sites, one of which can possibly be combined with the middle school site located at the south east corner of Farmers Central and Pioneer.

#### **Sewer, Drainage, and Water Supply**

A memorandum analyzing the increase to sewer, drainage, and water supply for the project was prepared by Cunningham Engineering on April 27, 2011.

#### Sewer

The Spring Lake Specific Plan ISR includes a 10" pipe along the south boundary of the site in Heritage Parkway and a 21" pipe along the west boundary of the site in Mickle Avenue. Short segments of 8" sewer pipe have been installed in Mack Way at the east and west ends of the site's frontage. Under the current land use configuration the wastewater demand calculations are split into 2 zones, both of which outfall into the 21" pipe in Mickle Avenue. The north parcel has a negligible increase in the design peak flow while the south parcel has a decrease in the design peak flow. Therefore, the proposed land use changes would result in an overall reduction in the design peak flow for the project. The proposed project would not require upsizing of any sewer pipes or sewer treatment facilities beyond those anticipated in the SLSP, Turn of the Century EIR.

#### Drainage

Storm drain infrastructure adjacent to the site as identified in the Spring Lake Specific Plan ISR consists of a 42", 48" and a 54" pipe along the west property boundary of the site in Mickle Avenue and 2 parallel 66" pipes along the southern boundary in Heritage Parkway. In Mack Way a 24" pipe extends from Mickle Avenue approximately 100 feet east and a 30"

pipe extends from the Village 3 subdivision approximately 70 feet west. No substantial changes are anticipated to the existing drainage sheds or conveyance routing for either the north or south parcels. The proposed land use change results in a net decrease in the area weighted runoff coefficient, this correlates to a net decrease in storm water runoff. Therefore, the project would not require the development of additional drainage infrastructure beyond those anticipated in the SLSP, Turn of the Century EIR.

#### Water Supply

The water infrastructure adjacent to the site as identified in the Spring Lake Specific Plan ISR consists of a 12" pipe along the south boundary of the site in East Heritage Parkway and a 12" pipe along the west boundary of the site in Mickle Avenue. An 8" pipe is located in Mack Way. Due to a reduction in the required fire flow demand for the north parcel, the proposed land use change results in a reduced maximum day plus fire flow demand. The maximum day plus fire flow demand equation is based on Section 7.04 of the City of Woodland Engineering Standards, 2010 edition.

Based on the analyses prepared, the proposed changes in land use from school/R-20 to R-8 decrease anticipated wastewater, storm drainage, and water demands. The modification will not place any additional demands on the installed and/or planned Spring Lake Backbone Infrastructure.

#### **Traffic**

The project site is surrounded by completed road improvements on Mickle Avenue and Mack Way. The only new roads to be installed will be internal to the project. A trip generation assessment was prepared by KD Anderson on May 18, 2011 to assess the proposed land use changes from School/R-20 to a total R-8 zoning with an anticipated 108 single family housing units. Trip generation is determined by identifying the type and size of use to calculate the total number of trip ends. The trip generation for the project was computed using the *Trip Generation 8<sup>th</sup> Edition, 2008*, published by the Institute of Transportation Engineers.

As part of the assessment and comparison two scenarios were proposed for the school size,

one at 450 students and one at 850 students. The 450 student scenario would be expected to generate 1,412 daily trips with 266 a.m. and 145 p.m. peak trips. The 850 student scenario would be expected to generate 1,928 daily trips with 446 a.m. and 205 p.m. peak trips. Under the R-8 zoning the site is expected to generate 1,034 daily trips with 81 a.m. and 109 p.m. peak hour trips. The R-8 zoning is expected to decrease the daily traffic between 27% and 46%, depending on the school's student population. The am peak hour traffic could decrease by to 82% without the school site while in the p.m. peak hour the traffic generated by the proposed rezoning is expected to decrease the traffic generated by up to 47%. The modification will result in a decrease in the expected traffic and will not result in any new requirements for traffic mitigation.

#### **Air Quality**

As stated above, the proposed project land uses would result in a reduction in vehicle trips. Therefore, impacts related to air quality would be similar to those anticipated in the SLSP, Turn of the Century EIR. In addition, the School District has determined that adequate school sites exist within the SLSP area to support the residential development.

#### **Housing Element Consistency**

The housing element is one of the seven State mandated elements of the City's General Plan. The proposed project does not affect the City's ability to meet its Regional Housing Needs Allocation (RHNA) for very low-income units as the City is able to identify a qualified replacement site in accordance with Housing Element Policy 2.21.

#### *Housing Element Policy 2.21.*

*The City shall provide flexibility on the identification of sites for accommodating its Regional Housing Needs Plan Allocation. A rezoning request of a site counted towards meeting the City's RHNP Allocation shall include findings that justify the rezoning and identify an adequate replacement site(s) that will provide the minimum number of units by income level for accommodating the City's RHNP Allocation and is developable during the term of the Housing Element planning period.*

Staff feels that there is adequate basis to make findings to allow the R-20 site in the Spring

|                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                        | <p>Lake Central Unit 1 project area to substitute as an identified replacement site that will meet the Housing Element criteria. This replacement site has become more viable with the award of the construction contract on June 21, 2011 for the Pioneer/Parkland road improvements. Further, this is a like for like replacement with regard to zoning and size: the Parkview R-20 site is 6.25 acres at 100 units while the Spring Lake Central site is 7.61 acres at 125 units.</p> <p>One note however, is that the City may find an increased burden in future housing element cycles to find adequate land that is zoned for multi-family.</p> <p><b>Conclusion</b></p> <p>Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects which have not already been analyzed.</p> |
| <p>(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or</p> | <p>Because the proposed land uses are similar to the existing plan, the circumstance under which the project is undertaken has not changed substantially, and would not require major revisions to the SLSP, Turn of the Century EIR. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those anticipated in the SLSP, Turn of the Century EIR.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:</p>                                                                       | <p>All previously identified impacts in the SLSP, Turn of the Century EIR would occur with implementation of the Parkview project. The SLSP, Turn of the Century EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the Spring Lake Specific Plan and Spring Lake Specific Plan Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum:</p> <ul style="list-style-type: none"> <li>• Memorandum Land Use Modifications – Infrastructure Capacity, Cunningham Engineering, April 26, 2011.</li> </ul>                                                                                                                                                                                                                                                                                                                                    |

|                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>• Woodland Joint Unified School District, Action minutes from April 14, 2011.</li> <li>• Trip Generation Memorandum, KD Anderson &amp; Associates Inc. May 18, 2011</li> </ul> <p>In addition, at the time of submittal for a tentative map application, additional site specific studies will be prepared.</p>        |
| (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;                                                                                                                                                               | See response under (1) above. New significant effects would not occur.                                                                                                                                                                                                                                                                                        |
| (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;                                                                                                                                                                      | See response under (1) above. Significant effects will not be more severe than identified in the SLSP, Turn of the Century EIR.                                                                                                                                                                                                                               |
| (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or         | The status of mitigation measures in the SLSP, Turn of the Century EIR would not change as a result of the proposed land uses changes.                                                                                                                                                                                                                        |
| (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. | Mitigation measures analyzed in the SLSP, Turn of the Century EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the SLSP, Turn of the Century EIR are not available, because the proposed changes are not substantial.                      |
| (b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if                                                                                            | The City of Woodland, as the lead agency, determined the project would not result in substantial changes or circumstances after adoption of the Turn of the Century Specific Plan EIR that would require the preparation of a subsequent EIR. As a result, the City of Woodland, as the lead agency, has determined that an Addendum to the SLSP, Turn of the |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>Century EIR is the appropriate documentation prepared for the project.</p>                                                                                                                  |
| <p>(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.</p> | <p>The Spring Lake Specific Plan was approved December 18, 2001. None of the conditions as described in subdivision (a) have occurred. As such, a new EIR would not be required.</p>           |
| <p>(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                | <p>A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.</p> |

# ATTACHMENT G

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE DESIGNATIONS FOR  
THE PARKVIEW SPRING LAKE PROJECT by ALC IV WWOODLAND SPRING  
LAKE, LLC, TO REZONE A 10 ACRE SCHOOL SITE AND 6.22 ACRE R-20 MULTI-  
FAMILY SITE TO R-8 SINGLE FAMILY**

**WHEREAS**, the City of Woodland ("City") is proposing to take action to amend the Spring Lake Specific Plan Land Use Designations for the Parkview Spring Lake Project; and,

**WHEREAS**, the City is proposing to take action to adopt an amendment to the Spring Lake Specific Plan, consisting of the re-designation of the land use category in the Specific Plan for properties identified as the Spring Lake Cal-West Investors Project as described in more detail in Exhibit "1" (the "Amendment"); and

**WHEREAS**, the City of Woodland Planning Commission held a duly noticed public hearing on January 19, 2012, to receive public testimony concerning the Amendment; and

**WHEREAS**, the City of Woodland City Council held a duly noticed public hearing on \_\_\_\_\_, 2012 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

**WHEREAS**, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, and amending the conditions of approval, now finds it proper to amend the Spring Lake Specific Plan as described in Exhibit "1"; and

**WHEREAS**, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendment for the Spring Lake Parkview Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland ordains AS FOLLOWS:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby certifies that its members have reviewed and considered the information in the CEQA EIR Addendum and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines.
4. 'The City Council hereby amends the Spring Lake Specific Plan for the Spring Lake Parkview Project as described in Exhibit "1," provided that this Amendment shall take effect only upon execution by the City and the owner of the Property of an amendment to the development agreement governing the Property. No final map shall be recorded or approved for the Property

in conformance with the Amendment until the Amendment has taken effect pursuant to this paragraph.

**PASSED AND ADOPTED** by the City Council on \_\_\_\_\_, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Artemio Pimental, Mayor

**ATTEST:**

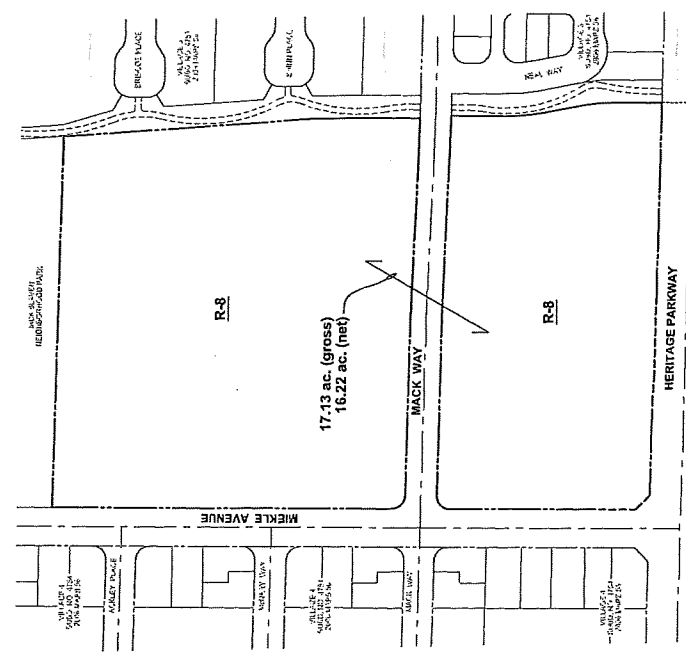
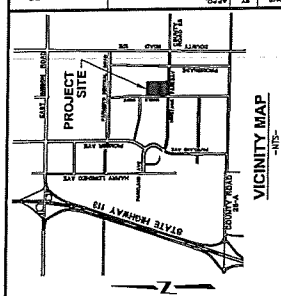
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

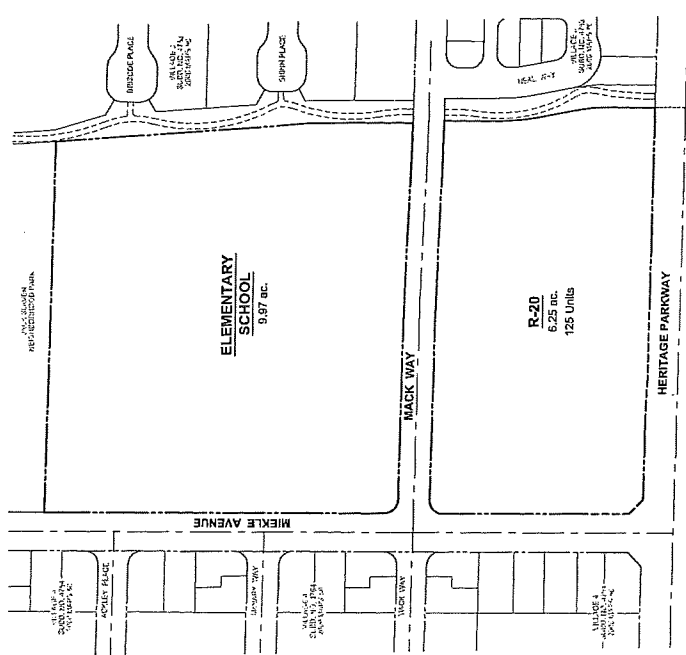
\_\_\_\_\_  
Andrew Morris, City Attorney

Dated: \_\_\_\_\_

**Exhibit "1" - Spring Lake Specific Plan Amendment Exhibit**



# **PROPOSED SPECIFIC PLAN**



# **EXISTING SPECIFIC PLAN**

| EXISTING LAND USE |             |               |             | PROPOSED LAND USE |                |               |             | DIFFERENCE |  |
|-------------------|-------------|---------------|-------------|-------------------|----------------|---------------|-------------|------------|--|
| AREA              | TOTAL UNITS | AREA          | TOTAL UNITS | AREA              | DENSITY        | AREA          | TOTAL UNITS |            |  |
| 0.00 ac.          | 0           | 16.22 ac. (N) | 108         | 16.22 ac. (N)     | 5.66 ac. (N)   | 16.22 ac. (N) | 108         |            |  |
| 6.25 ac.          | 125         | 0.00 ac.      | 0           | 0.00 ac.          |                | 6.25 ac.      | 125         |            |  |
| 9.97 ac.          | 0           | 0.91 ac.      | 0           | 0.91 ac.          |                | 0.00 ac.      | 0           |            |  |
| 0.91 ac.          |             | 17.13 ac.     | 108         | 17.13 ac.         | 6.30 du/ac (G) | 0.00          | 0           |            |  |
| 17.13 ac.         | 125         |               |             |                   |                |               |             |            |  |

## **LAND USE SUMMARY**

|                |                                        |
|----------------|----------------------------------------|
| R-8            | SINGLE FAMILY RESIDENTIAL (8-5 du/ac)  |
| R-20           | MULTI-FAMILY RESIDENTIAL (16-20 du/ac) |
| SCHOOL         | ELEMENTARY SCHOOL                      |
| EX. LOCAL ROAD | MAC K WAY                              |

**RECEIVED**

**JAN 5 2012**

**City of Woodland**

# ATTACHMENT H

**RESOLUTION NO. SPRING**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND**  
**AMENDING THE HOUSING ELEMENT SUMMARY OF VACANT AND**  
**REDEVELOPABLE LAND INVENTORY AND RESIDENTIAL HOLDING CAPACITY**  
**A REZONE REQUEST AND IDENTIFICATION OF A REPLACEMENT SITE FOR A**  
**6.25 ACRE R-20 MULTI-FAMILY SITE IN THE SPRING LAKE SPECIFIC PLAN.**

**WHEREAS**, the City of Woodland ("City") is proposing to take action to amend the Spring Lake Specific Plan Land Use Designations for the Parkview Spring Lake Project to rezone an identified 6.25 acres R-20 multi-family site to an R-8 single family density; and,

**WHEREAS**, the City is proposing to allow a substitute site to be identified as capable of meeting development capacity in meeting the City's Regional Housing Need Allocation (RHNA); and

**WHEREAS**, the City is proposing to allow a substitute site to be identified as capable of meeting development capacity in meeting the City's Regional Housing Need Allocation (RHNA); and

**WHEREAS**, the City's Housing Element provided for flexibility in allowing sites to be rezoned as long as findings to justify the rezone are provided and an adequate replacement site is identified that will meet the minimum number of units by income level for accommodating the City's RHNA and is developable during the term of the Housing Element Period; and

**WHEREAS**, the existing 6.25 acre R-20 site is proposed to be rezoned as an R-8 single family product and developed along with a previously designated school site to create a logical and consistent development which is surrounded by existing single family and duplex homes and a park; and

**WHEREAS**, the City has identified a replacement site that is of similar zoning and development quality to provide the minimum units by income level for accommodating the City's RHNA, in that the site is also zoned multi-family, R-20, is 7.61 acres in size and has a larger development potential of 125 units based on a proposed layout approved on February 27, 2007; and

**WHEREAS**, the identified replacement site is now considered to be developable within the term of the existing Housing Element as the City has constructed street improvements on Parkland Avenue that provide access to the site; and

**WHEREAS**, The R-20 site in the Spring Lake Central project site (SLC), at 7.61 acres, was approved for 125 units. These units were not counted as possibly meeting an affordability factor in the Housing Element. However, this project site is at the Housing Element Law's minimum default density of 20 dwelling units per acre. As a result, we can replace the possible yield of 100 very low income units for the 6.25 acre site with the possible yield of 125 very low income units for the SLC 7.61 acre site; and

**WHEREAS**, the City of Woodland City Council held a duly noticed public hearing on \_\_\_\_\_, 2012 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

**WHEREAS**, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, and amending the conditions of approval, now finds it proper to amend the Housing Element as provided in the attached Exhibits; and

**WHEREAS**, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendment for the Spring Lake Parkview Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland ordains AS FOLLOWS:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby certifies that its members have reviewed and considered the information in the CEQA EIR Addendum and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines.
4. The City Council hereby amends the Housing Element Inventory of Vacant and Potentially Developable Sites as shown in Table II.4; Table II.6 and Appendix A – Parcel Inventory, Table A-1.

**PASSED AND ADOPTED** by the City Council on \_\_\_\_\_, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Artemio Pimental, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Andrew Morris, City Attorney

Dated: \_\_\_\_\_

**Exhibit "1"** – Policy Document Table 4- Summary of Vacant and Redevelopable Land Inventory

**Exhibit "2"** – Policy Document Table 5 – Approved/On line Units as of July 2008

**Exhibit "3"** – Policy Document Table 7 - Holding Capacity Analysis 2006-2013

**Exhibit "4"** – Background Table II.4 – Summary of Vacant and Redevelopable Land

**Exhibit "5"** – Background Table II.6 – Summary of Spring Lake Holding Capacity

**Exhibit "6"** – Appendix A, Table 1A – Parcel Inventory

**TABLE 4**  
**SUMMARY OF VACANT AND REDEVELOPABLE LAND INVENTORY**  
**BY GENERAL PLAN DESIGNATION**

*REVISED 2012*

| GP DESIGNATION                           | L.U. | ZONE | MAXIMUM DENSITY (UNITS/ ACRE) | VACANT ACREAGE | REDEVELOPABLE ACREAGE | TOTAL ACREAGE | RESIDENTIAL HOLDING CAPACITY (UNITS) |
|------------------------------------------|------|------|-------------------------------|----------------|-----------------------|---------------|--------------------------------------|
| CENTRAL COMMERCIAL                       | CC   | CBD  | 12                            | N/A            | 0.18                  | 0.18          | 2                                    |
| EAST STREET CORRIDOR SPECIFIC PLAN ESCSP | ESD  | ESD  | 25                            | 2.72           | 18.33                 | 21.05         | 421                                  |
| GENERAL COMMERCIAL                       | GC   | C-2  | N/A                           | 1.91           | 9.1                   | 11.01         | N/A                                  |
| HIGH DENSITY RESIDENTIAL                 | HDR  | R-M  | 25                            | 7.59           | 1.82                  | 9.41          | 188                                  |
| MEDIUM DENSITY RESIDENTIAL               | MDR  | R-2  | 16                            | 2.17           | N/A                   | 2.17          | 28                                   |
| MEDIUM-LOW DENSITY RESIDENTIAL           | MLDR | R-1  | 12                            | 0.68           | 0.59                  | 1.27          | 12                                   |
| NEIGHBORHOOD COMMERCIAL                  | NC   | C-1  | N/A                           | 0.46           | N/A                   | 0.46          | N/A                                  |
| NEIGHBORHOOD PRESERVATION                | NP   | N-P  | 8                             | 0.33           | 0.59                  | 0.92          | 6                                    |
| SERVICE COMMERCIAL                       | SC   | C-3  | N/A                           | 0.46           | N/A                   | 0.46          | N/A                                  |
| SPRING LAKE SPECIFIC PLAN                | SLSP | R-25 | 25                            | 5.14           | N/A                   | 5.14          | 103                                  |
|                                          |      |      |                               |                |                       |               |                                      |
| TOTAL                                    | -    | -    | -                             | 21.64          | 30.43                 | 52.07         | 760                                  |

Notes: 1) Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory.

2) Numbers for the Residential Holding Capacity have been rounded.

3) Residential units are allowed within the C-1, C-2 and C-3 Zones with a conditional use permit. Since there are certain criteria and restrictions that must be met to obtain a use permit, the projected unit count was not included with this survey.

**TABLE 5**  
**APPROVED/ON-LINE UNITS AS OF JULY 2008**

|                                             | Extremely Low<br>Income | Very<br>Low | Low        | Moderate<br>and<br>Above | Combined<br>Extremely, Very<br>Low, Moderate, and<br>Above Moderate | Notes                                                                                                                                  |
|---------------------------------------------|-------------------------|-------------|------------|--------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Southeast Area Specific Plan (1)</b>     |                         |             |            |                          |                                                                     |                                                                                                                                        |
| Gibson/Ogden                                | 0                       | 0           | 9          | 81                       | 90                                                                  | Approved                                                                                                                               |
| Hanson Ranch                                | 0                       | 0           | 0          | 24                       | 24                                                                  | Construction completed for 12 units,<br>12 units unconstructed.                                                                        |
| <b>Spring Lake Specific Plan (6)</b>        |                         |             |            |                          |                                                                     |                                                                                                                                        |
| Arbors (Centex Homes;<br>AKA-Beechly Ranch) | 0                       | 0           | 19         | 63                       | 82                                                                  | Design Review pending.                                                                                                                 |
| Reynen & Bardis                             | 0                       | 43 +<br>125 | 68         | 427                      | 663                                                                 | Tentative Subdivision Map approved.<br>Final Map pending.                                                                              |
| DR Horton (AKA-Solara<br>Ranch)             | 0                       | 0           | 10         | 84                       | 94                                                                  | Site Plan and Design Review<br>approved.                                                                                               |
| Rochdale Grange<br>(Neighborhood Partners)  | 0                       | See<br>Note | 0          | See Note                 | See Note                                                            | Site Plan and Design Review<br>approved. (Units – 43 very low and 1<br>above moderate – included in Reynen<br>& Bardis entry.)         |
| Parkside                                    | 0                       | 0           | 17         | 145                      | 162                                                                 | Site grading in progress.                                                                                                              |
| Heidrick Ranch Phase I                      | 0                       | 0           | 6          | 33                       | 39                                                                  | Construction completed for 10 units                                                                                                    |
| <b>Downtown Specific Plan (3)</b>           |                         |             |            |                          |                                                                     |                                                                                                                                        |
| Capitol Hotel/Saloon                        | 0                       | 0           | 0          | 5                        | 5                                                                   | Under Construction (residential and<br>commercial uses).                                                                               |
| City Center Lofts                           | 0                       | 0           | 17         | 153                      | 170                                                                 | Planning Commission approved<br>project at its June 19, 2008 meeting.                                                                  |
| <b>Other</b>                                |                         |             |            |                          |                                                                     |                                                                                                                                        |
| Maxwell School                              | 0                       | 0           | 0          | 8                        | 8                                                                   | Tentative maps approved. Final Map<br>pending.                                                                                         |
| 3 College Street                            | 0                       | 0           | 0          | 2                        | 2                                                                   | Conditional Use Permit approved.<br>Design Review approval pending.                                                                    |
| Castro Apartments                           | 0                       | 0           | 0          | 5                        | 5                                                                   | Approved by Zoning Administrator.<br>Building plans also approved. Property<br>is being marketed.                                      |
| Hutchinson Valley Lane                      | 0                       | 0           | 2          | 20                       | 22                                                                  | Construction completed for 10 units,<br>12 units unconstructed.                                                                        |
| Arjmand Duplexes                            | 0                       | 0           | 0          | 4                        | 4                                                                   | Building permits pending.                                                                                                              |
| Country Oaks                                | 0                       | 0           | 4          | 34                       | 38                                                                  | Approved Tentative Subdivision Map<br>and Conditional Use Permit. Final<br>Map pending.                                                |
| Ordonez                                     | 0                       | 0           | 0          | 1                        | 1                                                                   | Tentative Map approval. Final Map<br>pending.                                                                                          |
| Tovar Mixed Use (417<br>West)*              | 0                       | 0           | 0          | 2                        | 2                                                                   | Tentative Map approved. Two-year<br>Map Extension of time approved.                                                                    |
| Tovar Mixed Use (304<br>Main)*              | 0                       | 2           | 1          | 7                        | 10                                                                  | Site Plan and Design Review<br>approved. Applicant to file CUP or<br>meet new downtown parking<br>standards.                           |
| Fair Plaza East (35 West<br>Clover Street)  | 0                       | 14          | 53         | 1                        | 68                                                                  | Senior complex to be rehabilitated.                                                                                                    |
| Casa Del Sol                                | 0                       | 94          | 39         | 23                       | 156                                                                 | Mobile home park proceeding with<br>rehabilitation project financing.<br>Construction on Phase I of the project<br>began in June 2008. |
| <b>Total</b>                                | <b>0</b>                | <b>278</b>  | <b>245</b> | <b>1,122</b>             | <b>1,645</b>                                                        |                                                                                                                                        |

Source: City of Woodland Community Development, 2008

**TABLE 7**  
**WOODLAND RESIDENTIAL HOLDING CAPACITY ANALYSIS 2006-2013**

**REVISED \_\_\_\_\_ 2012**

|                                                                             | Very Low   | Low        | Moderate    | Combined<br>Very Low,<br>Low, and<br>Moderate | Above<br>Moderate | Total           |
|-----------------------------------------------------------------------------|------------|------------|-------------|-----------------------------------------------|-------------------|-----------------|
| <b>Total RHNP Allocation (2006-2013) (see Table I.25)</b>                   | <b>425</b> | <b>266</b> | <b>238</b>  | <b>929</b>                                    | <b>942</b>        | <b>1,871</b>    |
| Units Built/Under Construction:<br>July 2007- March 2008                    | 85         | 71         | 0           | 156                                           | 44                | 200             |
| Approved/On-Line Units (see<br>Table II.5)                                  | 278        | 245        | 23          | 421                                           | 1,224             | 1,475           |
| Holding Capacity - Vacant and<br>Redevelopable Land (see Table<br>II.4) (1) | -          | -          | -           | -                                             | -                 | 760             |
| <b>Remaining Need (2)</b>                                                   | <b>-62</b> | <b>+33</b> | <b>-215</b> | <b>-369</b>                                   | <b>+173</b>       | <b>+564 (3)</b> |

- (1) Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory. Of the commercial designations, only the CC designation permits residential development.
- (2) The deficit of 62 units for the very low income category can be addressed with the R-25 (5.14 acres in size) site located in the Spring Lake Specific Plan Area (Table 4 of Policy Document and Appendix A of Background Report).
- (3) The net surplus of 564 units is calculated as follows: 760 – 62 (deficit of very low income units) + 33 (surplus of low income units) – 215 (deficit of moderate income units) + 173 (surplus of above moderate income units).

**TABLE II.4**  
**SUMMARY OF VACANT AND REDEVELOPABLE LAND INVENTORY**  
**BY GENERAL PLAN DESIGNATION**

*REVISED*      *2012*

| GP DESIGNATION                             | LU (2) | ZONE (2) | MAXIMUM DENSITY (UNITS/ACRE) | VACANT ACREAGE | REDEVELOPABLE ACREAGE | TOTAL ACREAGE | RESIDENTIAL HOLDING CAPACITY (UNITS) (1) |
|--------------------------------------------|--------|----------|------------------------------|----------------|-----------------------|---------------|------------------------------------------|
| CENTRAL COMMERCIAL                         | CC     | CBD      | 12                           | 0.18           | N/A                   | 0.18          | 2                                        |
| EAST STREET CORRIDOR SPECIFIC PLAN (ESCSP) | ESD    | ESD      | 25                           | 2.72           | 18.33                 | 21.05         | 421                                      |
| GENERAL COMMERCIAL                         | GC     | C-2      | N/A                          | 1.91           | 9.1                   | 11.01         | N/A                                      |
| HIGH DENSITY RESIDENTIAL                   | HDR    | RM       | 25                           | 7.59           | 1.82                  | 9.41          | 188                                      |
| MEDIUM DENSITY RESIDENTIAL                 | MDR    | R-2      | 16                           | 2.17           | N/A                   | 2.17          | 28                                       |
| MEDIUM-LOW DENSITY RESIDENTIAL             | MLDR   | R-1      | 12                           | 0.68           | 0.59                  | 1.27          | 12                                       |
| NEIGHBORHOOD COMMERCIAL                    | NC     | C-1      | N/A                          | 0.46           | N/A                   | 0.46          | N/A                                      |
| NEIGHBORHOOD PRESERVATION                  | NP     | N-P      | 8                            | 0.33           | 0.59                  | 0.92          | 6                                        |
| SERVICE COMMERCIAL                         | SC     | C-3      | N/A                          | 0.46           | N/A                   | 0.46          | N/A                                      |
| SPRING LAKE SPECIFIC PLAN (SLSP)           | SLSP   | R-25     | 25                           | 5.14           | N/A                   | 5.14          | 103                                      |
|                                            |        |          |                              |                |                       |               |                                          |
| <b>TOTAL</b>                               | -      | -        | -                            | <b>21.64</b>   | <b>30.43</b>          | <b>52.07</b>  | <b>760</b>                               |

Note: Vacant/redevelopable parcels in all residential and commercial land use designations are included in this inventory.

- 1) Numbers for the Residential Holding Capacity have been rounded. The residential yield was calculated at 80% of maximum density. Based on typically constructed densities, a residential yield of 80% is a conservative approach.
- 2) Residential units are allowed within the C-1, C-2 and C-3 Zones with a conditional use permit. Since there are certain criteria and restrictions that must be met to obtain a use permit, the projected unit count was not included with this survey.

**TABLE II.6**  
**SPRING LAKE SPECIFIC PLAN**  
**SUMMARY OF RESIDENTIAL HOLDING CAPACITY BY ZONE**

*REVISED* \_\_\_\_ *2012*

| <b>Zone</b>          | <b>Maximum Density<br/>(Units/ Acre)</b> | <b>Acreage</b> | <b>Residential Holding Capacity<br/>(Units)</b> |
|----------------------|------------------------------------------|----------------|-------------------------------------------------|
| <b>Single Family</b> | -                                        | <b>592.3</b>   | <b>2,971</b>                                    |
| R-3                  | 3.0                                      | 127.0          | 381                                             |
| R-4                  | 4.0                                      | 73.0           | 292                                             |
| R-5                  | 5.0                                      | 315.9          | 1,579                                           |
| R-8                  | 8.0                                      | 92.65          | 719                                             |
| <b>Multifamily</b>   | -                                        | <b>60.5</b>    | <b>971</b>                                      |
| R-15                 | 15.0                                     | 32.7           | 491                                             |
| R-20                 | 20.0                                     | 16.55          | 355                                             |
| R-25                 | 25.0                                     | 5.0            | 125                                             |
| <b>Total</b>         | -                                        | <b>652.8</b>   | <b>3,942</b>                                    |

Source: City of Woodland Spring Lake Specific Plan.

# Appendix A: Parcel Inventory

TABLE A.1

## PARCEL INVENTORY

REVISED \_\_\_\_ 2012

| #                       | ADDRESS                   | Parcel #     | Acreage | GP   | Zoning | Status        | Realistic Capacity* | Notes                 |
|-------------------------|---------------------------|--------------|---------|------|--------|---------------|---------------------|-----------------------|
| <b>Zone R-1</b>         |                           |              |         |      |        |               |                     |                       |
| 1                       | 1022 WEST ST              | 006-281-30-1 | 0.27    | MLDR | R-1    | Redevelopable | 2                   |                       |
| 2                       | 1006 COTTONWOOD ST        | 065-175-21-1 | 0.16    | MLDR | R-1    | Redevelopable | 2                   |                       |
| 3                       | 506 CHAPMAN CIR           | 065-211-22-1 | 0.16    | MLDR | R-1    | Redevelopable | 2                   | Duplex                |
| 4                       | 11 AMHERST PL             | 039-361-05-1 | 0.33    | MLDR | R-1    | Vacant        | 3                   |                       |
| 5                       | 883 W SOUTHWOOD DR        | 065-370-06-1 | 0.35    | MLDR | R-1    | Vacant        | 3                   |                       |
| <b>Zone R-2</b>         |                           |              |         |      |        |               |                     |                       |
| 6                       | ELLIOT ST                 | 005-540-29-1 | 0.43    | MDR  | R-2    | Vacant        | 6                   |                       |
| 7                       | 318 BEAMER ST             | 005-604-06-1 | 0.52    | MDR  | R-2    | Vacant        | 7                   |                       |
| 8                       | COLLEGE ST                | 005-615-17-1 | 0.21    | MDR  | R-2    | Vacant        | 3                   |                       |
| 9                       | 270 PALM AVE/808 KENTUCKY | 005-692-59-1 | 0.27    | MDR  | R-2    | Vacant        | 3                   |                       |
| 10                      | 268 PALM AVE              | 005-692-61-1 | 0.22    | MDR  | R-2    | Vacant        | 3                   |                       |
| 11                      | 225 FREEMAN ST            | 005-715-07-1 | 0.26    | MDR  | R-2    | Vacant        | 3                   |                       |
| 12                      | 316 WOODLAND AVE          | 005-716-09-1 | 0.13    | MDR  | R-2    | Vacant        | 2                   |                       |
| 13                      | 204 N COLLEGE ST          | 005-716-10-1 | 0.13    | MDR  | R-2    | Vacant        | 2                   |                       |
| <b>Zone RM</b>          |                           |              |         |      |        |               |                     |                       |
| 14                      | 609 COMMUNITY LN          | 065-300-04-1 | 0.89    | HDR  | R-M    | Redevelopable | 18                  |                       |
| 15                      | 622 CALIFORNIA ST         | 065-300-24-1 | 0.23    | HDR  | R-M    | Redevelopable | 5                   |                       |
| 16                      | 626 CALIFORNIA ST         | 065-300-25-1 | 0.48    | HDR  | R-M    | Redevelopable | 10                  |                       |
| 17                      | 509 CALIFORNIA ST         | 065-290-39-1 | 0.22    | HDR  | R-M    | Redevelopable | 5                   |                       |
| 18                      | ELIZABETH WAY             | 065-221-05-1 | 0.26    | HDR  | R-M    | Vacant        | 6                   |                       |
| 19                      | ELIZABETH WAY             | 065-221-06-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 20                      | ELIZABETH WAY             | 065-221-07-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 21                      | ELIZABETH WAY             | 065-221-08-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 22                      | ELIZABETH WAY             | 065-221-09-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 23                      | ELIZABETH WAY             | 065-221-10-1 | 0.14    | HDR  | R-M    | Vacant        | 3                   |                       |
| 24                      | ELIZABETH WAY             | 065-221-11-1 | 0.27    | HDR  | R-M    | Vacant        | 6                   |                       |
| 25                      | CALIFORNIA ST             | 065-221-12-1 | 0.2     | HDR  | R-M    | Vacant        | 4                   |                       |
| 26                      | CALIFORNIA ST             | 065-221-13-1 | 0.26    | HDR  | R-M    | Vacant        | 6                   |                       |
| 27                      | 531 COMMUNITY LN          | 065-290-07-1 | 0.44    | HDR  | R-M    | Vacant        | 9                   |                       |
| 28                      | MATMOR RD                 | 066-030-33-1 | 1.09    | HDR  | R-M    | Vacant        | 22                  |                       |
| 29                      | 136 WOODLAND AV           | 005-720-08-1 | 4.37    | MDR  | R-M    | Vacant        | 87                  | Vacant Part of Parcel |
| <b>SLSP (Zone R-20)</b> |                           |              |         |      |        |               |                     |                       |
|                         |                           |              |         |      |        |               |                     |                       |
| <b>SLSP (Zone R-25)</b> |                           |              |         |      |        |               |                     |                       |
| 31                      | FARMERS CENTRAL AV        | 042-533-01-1 | 5.14    | SLSP | R-25   | Vacant        | 103                 | In SLSP               |

**Zone C-1**

|    |                |              |      |    |     |        |     |
|----|----------------|--------------|------|----|-----|--------|-----|
| 32 | 335 FREEMAN ST | 005-705-07-1 | 0.46 | NC | C-1 | Vacant | n/a |
|----|----------------|--------------|------|----|-----|--------|-----|

**Zone C-2**

|    |                           |              |      |    |     |               |     |
|----|---------------------------|--------------|------|----|-----|---------------|-----|
| 33 | 384-392 W MAIN ST & CR 99 | 064-170-06-1 | 4.29 | GC | C-2 | Redevelopable | n/a |
| 34 | 276 CR 98                 | 064-170-48-1 | 4.81 | GC | C-2 | Redevelopable | n/a |
| 35 | 420 GRAND AVE & 419 1/2   | 006-024-01-1 | 0.21 | GC | C-2 | Vacant        | n/a |
| 36 | W LINCOLN AVE             | 065-250-57-1 | 1.2  | GC | C-2 | Vacant        | n/a |
| 37 | CALIFORNIA ST             | 065-280-23-1 | 0.48 | GC | C-2 | Vacant        | n/a |
| 38 | CALIFORNIA ST             | 065-290-27-1 | 0.02 | GC | C-2 | Vacant        | n/a |

**Zone C-3**

|    |                 |              |      |    |     |        |     |
|----|-----------------|--------------|------|----|-----|--------|-----|
| 39 | 327 N WALNUT ST | 005-703-04-1 | 0.46 | SC | C-3 | Vacant | n/a |
|----|-----------------|--------------|------|----|-----|--------|-----|

**CBD**

|    |                 |              |      |    |     |               |          |
|----|-----------------|--------------|------|----|-----|---------------|----------|
| 40 | 514-518 MAIN ST | 006-561-06-1 | 0.18 | CC | CBD | Redevelopable | 2 In RDA |
|----|-----------------|--------------|------|----|-----|---------------|----------|

**N-P**

|    |               |              |      |    |     |               |   |
|----|---------------|--------------|------|----|-----|---------------|---|
| 41 | 149 5TH ST    | 005-162-45-1 | 0.25 | NP | N-P | Redevelopable | 2 |
| 42 | 528 WALNUT ST | 006-582-07-1 | 0.34 | NP | N-P | Redevelopable | 2 |
| 43 | 170 1ST ST    | 005-632-14-1 | 0.14 | NP | N-P | Vacant        | 1 |
| 44 | 167 1ST ST    | 005-633-12-1 | 0.19 | NP | N-P | Vacant        | 2 |

**ESD**

|    |                 |              |      |       |     |               |    |
|----|-----------------|--------------|------|-------|-----|---------------|----|
| 45 | 119-123 EAST ST | 063-060-01-1 | 1.4  | ESCSP | ESD | Redevelopable | 28 |
| 46 | LEMEN AV        | 063-060-05-1 | 4.35 | ESCSP | ESD | Redevelopable | 87 |
| 47 | 25 EAST ST      | 063-090-31-1 | 0.97 | ESCSP | ESD | Redevelopable | 19 |
| 48 | 301 EAST ST     | 063-071-04-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 49 | 303 EAST ST     | 063-071-05-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 50 | 308 A ST        | 063-071-06-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 51 | 306 A ST        | 063-071-07-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 52 | 306 B ST        | 063-071-09-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 53 | 308 B ST        | 063-071-10-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 54 | 309 B ST        | 063-071-11-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 55 | 307 B ST        | 063-071-12-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 56 | 306 C ST        | 063-071-13-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 57 | 308 C ST        | 063-071-14-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 58 | 301 C ST        | 063-072-01-1 | 0.1  | ESCSP | ESD | Redevelopable | 2  |
| 59 | 309 C ST        | 063-072-04-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 60 | 311 C ST        | 063-072-12-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 61 | 318 D ST        | 063-072-06-1 | 0.07 | ESCSP | ESD | Redevelopable | 2  |
| 62 | 310 D ST        | 063-072-08-1 | 0.59 | ESCSP | ESD | Redevelopable | 12 |
| 63 | 305 C ST        | 063-072-12-1 | 0.15 | ESCSP | ESD | Redevelopable | 3  |
| 64 | 313 C ST        | 063-072-13-1 | 0.14 | ESCSP | ESD | Redevelopable | 3  |
| 65 | 309 D ST        | 063-073-01-1 | 0.33 | ESCSP | ESD | Redevelopable | 6  |
| 66 | 311 D ST        | 063-073-02-1 | 0.21 | ESCSP | ESD | Redevelopable | 4  |
| 67 | 313 D ST        | 063-073-03-1 | 0.21 | ESCSP | ESD | Redevelopable | 4  |

|                      |                          |              |              |       |     |               |                        |                     |
|----------------------|--------------------------|--------------|--------------|-------|-----|---------------|------------------------|---------------------|
| 68                   | 316 1/2 D ST             | 063-073-04-1 | 0.1          | ESCSP | ESD | Redevelopable | 2                      |                     |
| 69                   | 316 D ST                 | 063-073-05-1 | 0.1          | ESCSP | ESD | Redevelopable | 2                      |                     |
| 70                   | 318 D ST/1243 ARMFIEL    | 063-074-01-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 71                   | 1246 ARMFIEL AVE         | 063-074-02-1 | 0.11         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 72                   | 1247-49 ARMFIEL AVE      | 063-074-03-1 | 0.24         | ESCSP | ESD | Redevelopable | 5                      | Remodel in Progress |
| 73                   | 1233 ARMFIEL AVE         | 063-075-01-1 | 0.26         | ESCSP | ESD | Redevelopable | 6                      |                     |
| 74                   | 1237 ARMFIEL AVE         | 063-075-02-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 75                   | 1240 ARMFIEL AV/1239 1/2 | 063-075-03-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 76                   | 1242 ARMFIEL AVE         | 063-075-04-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 77                   | 1223-29 ARMFIEL AVE      | 063-076-01-1 | 0.53         | ESCSP | ESD | Redevelopable | 10                     |                     |
| 78                   | 313 C ST                 | 063-076-02-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 79                   | 1211 ARMFIEL AVE         | 063-077-01-1 | 0.26         | ESCSP | ESD | Redevelopable | 6                      |                     |
| 80                   | 1213 ARMFIEL AVE         | 063-077-02-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 81                   | 1215 ARMFIEL AVE         | 063-077-03-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 82                   | 1219 ARMFIEL AVE         | 063-077-04-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 83                   | 316 EAST ST              | 063-078-01-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 84                   | 1208 ARMFIEL AVE         | 063-078-02-1 | 0.4          | ESCSP | ESD | Redevelopable | 8                      |                     |
| 85                   | 311 A ST                 | 063-078-03-1 | 0.13         | ESCSP | ESD | Redevelopable | 2                      |                     |
| 86                   | 535 JOHNSTON ST          | 066-021-04-1 | 2.14         | ESCSP | ESD | Redevelopable | 43                     |                     |
| 87                   | 1225 EAST OAK ST         | 066-021-27-1 | 1.17         | ESCSP | ESD | Redevelopable | 23                     |                     |
| 88                   | 1237 EAST OAK ST         | 066-021-28-1 | 1.52         | ESCSP | ESD | Redevelopable | 30                     |                     |
| 89                   | 145 EAST ST              | 063-060-10-1 | 1.5          | ESCSP | ESD | Vacant        | 30                     |                     |
| 90                   | 145 EAST ST              | 063-060-12-1 | 0.94         | ESCSP | ESD | Vacant        | 19                     |                     |
| 91                   | 613 EAST ST              | 066-021-25-1 | 0.28         | ESCSP | ESD | Vacant        | 6                      |                     |
| <b>TOTAL ACREAGE</b> |                          |              | <b>52.07</b> |       |     |               | <b>764 TOTAL UNITS</b> |                     |

Note: A residential yield of 80% was used for the properties on Appendix A (Parcel Inventory). Based on typically constructed densities, a residential yield of 80% is a conservative approach.

# ATTACHMENT I

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND,  
CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF WOODLAND AND ALC IV WOODLAND SPRING LAKE, LLC FOR THE  
PARKVIEW IN SPRING LAKE DEVELOPMENT.**

**WHEREAS**, pursuant to Government Code Section 65864 et seq., the City of Woodland ("City") is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and,

**WHEREAS**, the City has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

**WHEREAS**, ALC IV Woodland Spring Lake, LLC ("Developer") propose to develop certain real property located in the City of Woodland ("Property"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, for residential use ("Project"); and

**WHEREAS**, Developer's interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865 ; and

**WHEREAS**, Developer proposes the Project to achieve the goals of the City's General Plan ("General Plan") and the Spring Lake Specific Plan ("SLSP"), as further described and conditioned in the development agreement attached hereto as Exhibit " " and incorporated herein by reference; and

**WHEREAS**, the City desires timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

**WHEREAS**, the City Council has found that the Development Agreement is consistent with the City's General Plan and the SLSP; and

**WHEREAS**, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements, except as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

**WHEREAS**, City has determined that by entering into the Development Agreement City will (i) promote orderly growth and quality development on the Property in accordance with the goals

and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

**WHEREAS**, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

**WHEREAS**, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and

**WHEREAS**, the City of Woodland City Council held a duly noticed public hearing on \_\_\_\_\_, 2012 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

**WHEREAS**, on \_\_\_\_\_ 2012 the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

**WHEREAS**, \_\_\_\_\_, 2012 the City Council introduced this Ordinance through a first reading of this Ordinance; and

**WHEREAS**; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 et seq. on \_\_\_\_\_ 2012, the City Council certified an EIR addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project and Development Agreements; and

**WHEREAS**, the terms and conditions of the Development Agreements have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, City finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement are consistent with the General Plan and SLSP; (iii) the Development Agreements are in conformity with the public convenience, general welfare and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety and general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code Sections 65865 et seq., the City Council hereby approves the Development Agreement attached hereto as Exhibit "A"

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs, including the need for affordable housing and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City's Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Agreement because, on \_\_\_\_\_, 2012, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project Development Agreement.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 6. This Ordinance shall take effect thirty (30) days after its adoption and , within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

**PASSED AND ADOPTED** by the City Council on \_\_\_\_\_, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Artemio Pimental,  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Andrew Morris, City Attorney

Dated:\_\_\_\_\_

**Exhibit "A" – Development Agreement**

Recorded at request of: )

City Clerk )

City of Woodland )

)

When recorded return to: )

City of Woodland )

300 First Street )

Woodland, CA 95695 )

Attention: City Clerk )

)

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Exempt from filing fees pursuant to Government Code §6103

**DEVELOPMENT AGREEMENT NO. [ ]**

**A DEVELOPMENT AGREEMENT BETWEEN**

**CITY OF WOODLAND**

**and**

**ALC IV WOODLAND-SPRING LAKE, LLC**

**1.10.12 Draft**

## **DEVELOPMENT AGREEMENT NO. [ ]**

This Development Agreement (hereinafter "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Woodland, California ("CITY"), and ALC IV Woodland-Spring Lake, LLC, a California limited liability company ("OWNER");

### **RECITALS**

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan ("Plan") which encompasses OWNER's property, more fully described on Exhibit "A" and shown on Exhibit "B" to this Agreement ("Property"), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, the then owner of the Property, Turn of the Century, LLC, and CITY entered into a development agreement approved by the Woodland City Council on August 19, 2003 ("TOC 160 Development Agreement"); and

WHEREAS, OWNER and CITY wish to enter into a project specific development agreement pursuant to the Plan, which shall replace the TOC 160 Development Agreement as it pertains to the Property allowing for the construction of a project as described herein ("Project"); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH

#99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR dated December 18, 2001, November 19, 2002, December 17, 2002 and April 15, 2003; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

### **COVENANTS**

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **1. DEFINITIONS AND EXHIBITS.**

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance,

repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision

requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.16 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Legal Description of the Property

Exhibit "B" – Map showing Property and its location

Exhibit "C" – Development Plan and Conditions of Approval

Exhibit "D" – Development Impact Fees

## 2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period of 20 years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

### 2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or

assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telephone company after transmission by facsimile to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland  
300 First Street  
Woodland, CA 95695  
Attn: City Manager  
Telephone: (530) 661-5800  
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP  
400 Capitol Mall, Suite 1650  
Sacramento, CA 95814  
Attn: Woodland City Attorney  
Telephone: (916) 325-4000  
Facsimile: (916) 325-4010

If to OWNER:

ALC IV Woodland-Spring Lake, LLC  
8678 Carey Court  
Stockton, CA 95212  
Attn: William R. Zech  
Telephone: (209) 405-1259  
Facsimile: (209) 931-4918

Copy to:

Robert J.S. Fowler  
PO Box 1008  
Santa Margarita, CA 93453  
Telephone: (805) 701-5702

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of,

this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revising the Land Use Regulations pursuant to Government Code section 65866, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan. OWNER acknowledges that while the application for rezone and Specific Plan Amendment which triggers this Agreement may result in approximately-108 additional R-8 single family units being added to the Spring Lake Specific Plan, OWNER is simultaneously proposing to reduce the number of multifamily units that it is currently entitled to construct within the Spring Lake Specific Plan by 125 units.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

### 3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, the CITY shall enter into a Funding and Reimbursement Agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's Property. The CITY has previously entered into a Funding and Reimbursement Agreement, dated September 7, 2005 with the then owner of the Property, HTW West Ventures, LLC.

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

#### 4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

#### 4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in the Funding and Reimbursement Agreement dated September 7, 2005 entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "D", the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. Swainson's Hawk Mitigation. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Pursuant to Section 4.4 of the TOC 160 Development Agreement, agricultural conservation easements as required by the Agricultural Mitigation Program were provided which satisfy the requirements for mitigation of agricultural uses as well as Swainson's hawk habitat mitigation related to the Property.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.7 Inclusionary Housing Agreement. In April of 2005, CITY entered into that certain Affordable Housing Land Dedication Agreement with three developers which included the then title holder to the Property, HTW West Ventures, LLC. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan. Such Inclusionary Housing Agreement shall mandate that 7 affordable single family homes be constructed throughout the Project and will include a cash payment for the Spring Lake Offsite Affordable Housing fee on a per market rate single family lot basis for the 10 acre northerly parcel that is the rezoned school site.

4.8 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.9 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards, and received approval of such plans by the City Engineer.

5. FINANCING OF PUBLIC IMPROVEMENTS. CITY and OWNER will cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER acknowledges that the Property is already part of an existing community facilities and special assessment district. OWNER further acknowledges that if its Property is rezoned for R-8 single family use, the Property will be obligated to pay more than its current allocated share of existing special assessment district and community facilities district assessments in the future, including an anticipated incremental community facilities bonded indebtedness obligation to bring the Property to par with other similarly situated R-8 properties. To the extent any such district or other financing entity is formed and sells bonds or bond equivalents in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

## 7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

## 8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be

unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

\_\_\_\_\_  
Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

## 9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

## 10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten

(10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "D" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 [reserved]

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon

the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this

Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

**OWNER**

ALC IV WOODLAND-SPRING LAKE,  
LLC, a California limited liability company

BY: ACCESS LAND COMPANY, LLC, a  
California limited liability company

By: \_\_\_\_\_  
William R. Zech  
Its: Manager  
Dated: \_\_\_\_\_

**CITY**

CITY OF WOODLAND, a California  
municipal corporation

By: \_\_\_\_\_  
Artemio Pimentel  
Mayor  
Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Ana Gonzalez  
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

\_\_\_\_\_  
City Attorney





STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

ss.

On \_\_\_\_\_, 2011 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

ss.

On \_\_\_\_\_, 2011 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

## **EXHIBIT "A"**

### **(Legal Description of the Property)**

The land referred to is situated in the County of Yolo, City of Woodland, State of California and is described as follows:

Lot N and O, as shown on that certain Map entitled, "Subdivision No. 4821, Turn of the Century, Large Lot Subdivision", filed January 31, 2006, in the Office of the County Recorder of Yolo County, California, in Book 2006 of Maps, at Page(s) 18 through 20, inclusive.

Excepting therefrom all minerals, mineral deposits and natural resources, including all oil, gas and other hydrocarbon substances in and under said land below a depth of five hundred (500) feet, without right of surface entry or entry into five hundred (500) feet below the surface of the Land, as the same was reserved by Turn of the Century, a Delaware limited liability company, in Grant deed recorded January 7, 2004, in Official Records under Recorder's Serial Number 2004-0000650.

APN: 042-010-083 (Affects Lot N)

APN: 042-010-084 (Affects Lot O)

Exhibit A

**EXHIBIT "B"**

(Map of the Property)

Exhibit B

82093.0018A\3562869.4



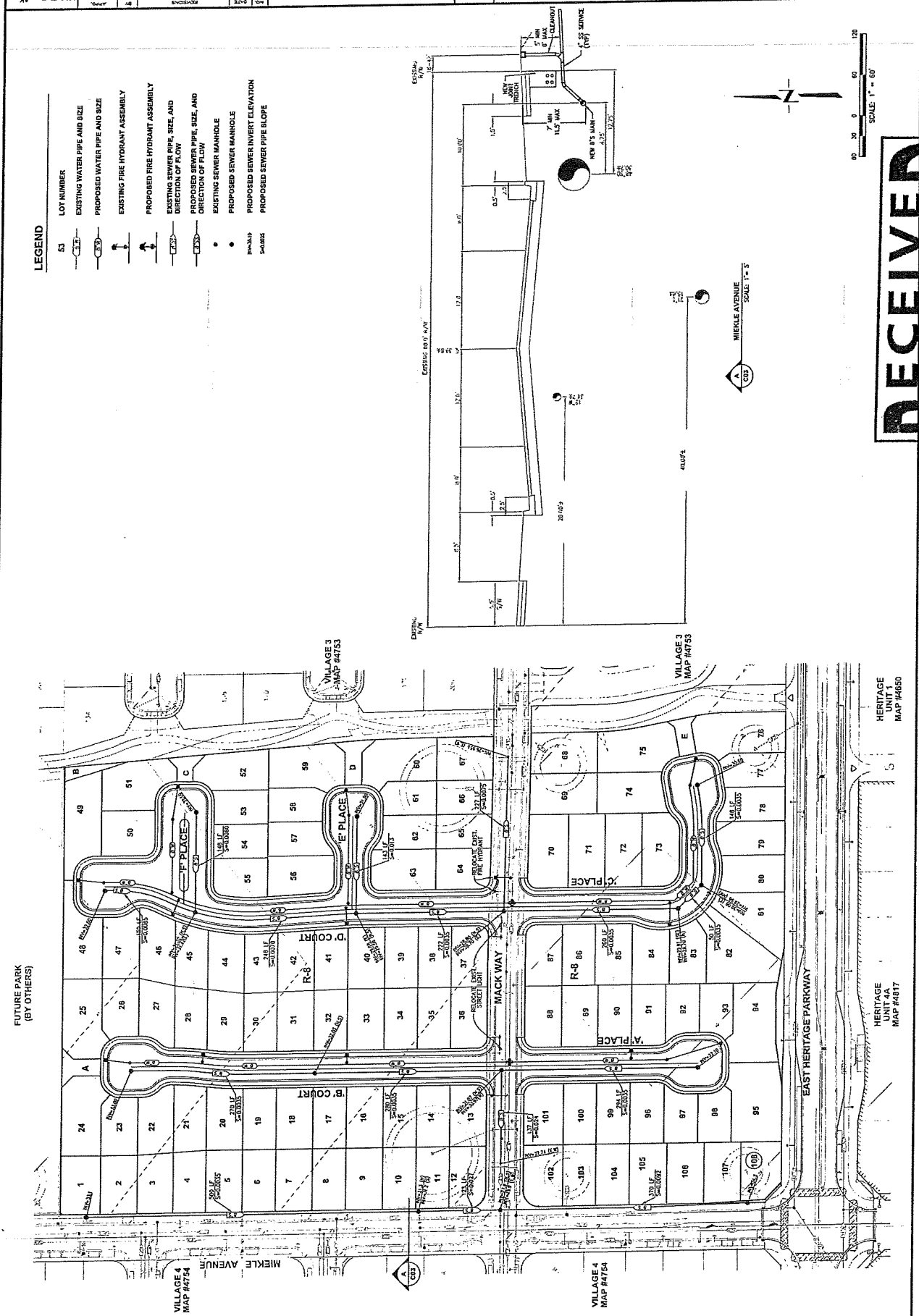
**EXHIBIT "C"**

**Development Map and Conditions of Approval**

Exhibit C







# RECEIVED

JAN 5 2012

**FINDINGS AND CONDITIONS OF APPROVAL FOR THE PARKVIEW PROJECT  
INCLUDING A SPECIFIC PLAN AMENDMENT TO REZONE LAND FROM MULTI-  
FAMILY RESIDENTIAL (R-20) AND SCHOOL TO SINGLE FAMILY RESIDENTIAL  
(R-8); TENTATIVE SUBDIVISION MAP #5004 , AND DEVELOPMENT AGREEMENT**

(As approved by the Woodland City Council).

***DRAFT 1.10.12***

**FINDINGS**

**CEQA Findings:**

1. On August 15, 2000 the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request form the Spring Lake Planning Group LLC); and f) Addendum #6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); and g); and Addendum #7 (Resolution No. 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); and Addendum # 8 (Resolution No. 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site).
3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provides that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.
4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA mitigation measures.
5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions

of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.
7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

**General Plan Consistency Findings:**

1. The project is consistent with the General Plan.
2. The project is consistent with the purpose and intent of Housing Element.

**Spring Lake Specific Plan Consistency Findings:**

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.
2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7 based on language in Section 4.29 of the Development Agreement which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

**Zoning Consistency Findings:**

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-8 Specific Plan land use categories.
2. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

**Tentative Subdivision Map Findings:**

1. The tentative map is consistent with the goals and policies of the General Plan and Specific Plan.
2. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.
3. The tentative map is in conformance with the Subdivision Map Act.

**Findings Related to Community Design Guidelines:**

1. The project substantially satisfies the requirements of the Community Design Guidelines.

**Findings Related to Other Regulatory Requirements:**

1. The project substantially satisfies the relevant requirements of the City's Standard Specifications and Details.
2. The project substantially satisfies the Infrastructure Master Plans for streets, water, sewage, and storm drainage.
3. The Development Agreement satisfies the City's Development Agreement Resolution and the requirements of State law.

**CONDITIONS OF APPROVAL FOR THE PARKVIEW PROJECT SPECIFIC PLAN  
AMENDMENT, TM #5004, AND DEVELOPMENT AGREEMENT.**

Conditions of Approval: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated):

**General Conditions**

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the \_\_\_\_\_ City Council staff report, as approved by City Council, for the ALC IV Woodland Spring Lake, LLC project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions and environmental documents.
2. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names

of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency with and including site plan, landscaping, and improvement plans, prior to submittal for review.
8. Affordable Housing. The project is subject to the Spring Lake Specific Plan Affordable Housing Plan (SLSP AFP), the City's Inclusionary Housing Ordinance. Under the SLSP AHP, any for sale residential project is required to provide 10 percent (%) of its units for Low-Income Households. This project requires 7 single family affordable units, based on a total unit count of 67 single family lots on the previously zoned school site.

The single family units should be dispersed throughout the project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the first Final Map.

9. Inclusionary Housing Agreement. Prior to the City approving the applicant's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.

10. SLSP AHP Compliance. Prior to approval of tentative map(s), the OWNER shall show proof of compliance with the SLSP AHP>
11. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid for each single family market rate unit for units created on the former 10 acre school site.
12. Affordable unit size. The size (number of bedrooms) of affordable housing units shall be distributed throughout the subdivision at proportions similar to the market rate units. In other words, if market rate homes in a particular subdivision are developed as 3 and 4 bedroom units, the affordable units shall be developed as 3 and 4 bedroom units.
13. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
14. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
15. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to development regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25
16. Nexus Study. The applicant must comply with the requirements of the SLSP Nexus Study.
17. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
18. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of the first final map requires that all lots have a building unit allocation. No final map shall be accepted by the City unless BUAs are assigned. This map will be assigned 101 single family market rate BUAs. In this case, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site or if BUAs are requested to be added the transaction shall be in compliance with the BUA Ordinance.
19. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered

at a fair market price. If the offered lots have not sold by the end of the 45-day period, the sub divider shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

### **Finance Department**

1. Reapportionment Following reapportionment an analysis of the annual special tax generated will need to be completed. Any shortfall in special tax could require a pre-payment.
2. Fee Credits Subject property(s) will be considered as a First Release for the purposes of fee credit determination.

### **Community Development**

1. Design Review. For all residential uses, final site plans, architectural plans, elevations and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
2. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
3. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development, and Parks and Recreation Departments concurrent with public improvement plans and prior to issuance of building permits. Landscape plans shall specify the following:
  - Locations, size and quantity of all plant materials.
  - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
  - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
  - Planting and installation details and notes including soil amendments.
  - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
  - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

4. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. Shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – tree division. A soils test shall be submitted that will assist in appropriate species selection.
5. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
6. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards. Details of the path design shall be provided on landscape plans prior to the issuance of building permits.
7. Pedestrian Access Path to Park. Applicant shall be responsible for constructing an appropriate connecting access path at the end of "B" court. The pathway shall be designed to be ADA accessible. The pathway shall be installed at the time of construction of Phase 1.
8. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
9. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
10. Street and Lot lighting. Lights along local roads and I public use areas shall be consistent with SL Development Regulation 2.22.2.
11. Compliance with State Water Conservation Ordinance. The project shall comply with State water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

12. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
13. Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing adjacent to the greenbelt shall be consistent with the existing fence concept utilized in the Village 3 development. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.
14. Privacy / Sound Wall. The required privacy/sound wall along north side of East Heritage Parkway shall be designed and constructed to be consistent with existing adjacent fencing. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits for Phase III. Landscaping and construction of the public improvements shall occur concurrently with adjacent development. With a final map on Phase III, public improvements shall include the construction of the entire length of the privacy wall from the greenbelt to Meikle Avenue.
15. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs at the North East corner of Heritage Parkway and Meikle Avenue consistent with SL Design Standard 1.6.2, which may include small scale monument or themed art piece.  
  
A design specification for the sign or in-lieu art piece shall be prepared for review and approval by the Community Development and Public Works Director prior to approval of the final map.
16. Prohibit RV Parking. Provisions in the CC and Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC & Rs.
17. Prohibit Garage Conversions. Provisions in the CC and Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
18. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.
19. Energy Efficiency. All future development shall at a minimum meet the energy efficiency requirements included in Design Standard 2.11 and Development Standard

2.25. Five (5%) Percent of all units shall have roof photovoltaic energy systems or other alternate energy systems. The method and number of homes shall be identified prior to the issuance of building permits.

20. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.

#### **SLSP Mitigation Measures:**

1. Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to issuance of building permits, house plans shall be reviewed for consistency with interior noise level requirements, particularly for second floor bedrooms.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. A fully executed, agreement, signed and recorded with the County shall be provided as evidence. *(This item has been satisfied through recordation on the Merritt Easement)*
5. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that he proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Prepared by Engeo

Incorporated, dated November 9, 2010) shall be complied with in the development of this subdivision.

7. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
8. Mosquito Vector Control. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
9. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
10. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
11. Off site improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
12. Cultural Resources. During grading or any site work development must comply with Development Regulation 7.22 (MM 4.10-1)

### Roadways

1. The project with each final map shall construct street improvements within or immediately adjacent to, or required for connection to, the area defined by the final map including asphalt pavement, curb gutter, sidewalk, driveways, and landscaping all street lights, fire hydrants and appurtenances.
2. The Applicant shall replace all cracked and broken sidewalk, and complete missing sections of sidewalk along, Meikle Avenue and Mack Way Any damage to the sidewalk on Heritage Parkway caused by construction of this subdivision shall be repaired by the Developer.
3. Existing Speed hump is to remain or be relocated to a location not in conflict with proposed improvements to the satisfaction of the City Engineer and be maintained by the developer until accepted by City.
4. Project improvement plans for Phases 2 and 3 shall include protection of, restoration of any damage to, the existing subdivision trail during construction of improvements. Phase

- 2 plans shall include construction of and logical sidewalk connections to “E” Place, and “F” Place at the developer’s cost. Phase 3 plans shall include construction of and a logical sidewalk connection to “C” Place at the developer’s cost. Dedication of the 870 square feet and any additional land if determined necessary to complete the 40- foot wide greenbelt adjacent to lot 49 shall be reimbursable in accordance with the CIP for the Spring Lake Specific Plan and any land dedication and improvements to complete the 40 foot width greenbelt will be IFR reimbursable costs.
5. ADA turnouts shall be constructed in the sidewalk, including a 5’ width of sidewalk every 400’ unless determined otherwise by the City Engineer.
  6. “F” Place shall have a minimum median width as shown on the tentative map; length of the median shall be determined by the City Engineer at the time of preparation of the improvement plans.
  7. Revise the Section D on page C02. Sound wall is actually spring lake standard concrete privacy fence. The cost of the privacy fence will be a SLIF Fee creditable cost.
  8. Pedestrian pathways lots (designated by letter) shall include a minimum of a 10’ PCC pedestrian pathway and landscaping design on each side of the path shall be approved by the City.
  9. The pedestrian pathway located at the north end B Court shall have logical pedestrian pathway connection to the existing park sidewalk system constructed at the developer’s cost.
  10. Public improvements for map phases 2 and 3 shall include maintenance restoration and construction of compatible public improvements to complete and insure a quality 40’ landscaped parkway along the eastern edge of the map. Identification of improvements shall be determined by the City at the time of approval of public improvement plans.
  11. Sidewalk along Mickle Avenue shall have a root barrier installed along the front of sidewalk. Design and depth subject to approval by the City.

### **Easements and Right of Way**

1. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
2. A seven foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception on Arterial roads with green belts of 20’ or greater.

3. Map phase 2 shall dedicate a right of way of approximately 870 s.f. adjacent to lot 49 so as allow the improvement of the existing greenbelt to a 40' width at the northeastern edge of the map. Dedication of the 870 square feet and any additional land, if determined to be necessary to complete the 40 foot wide greenbelt, shall be reimbursable in accordance with the CIP for the Spring Lake Specific Plan and any improvements to the greenbelt will be IFR reimbursable costs.

### **Wastewater and Sewer Collection System**

1. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
2. The property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
3. Prior to approval of the first final map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, for the entire tentative map area, and shall be submitted to the City for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations
4. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
5. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
6. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.
7. Construction of Sewer mains and laterals for houses fronting on Meikle Avenue shall be in accordance with special detail on the tentative map (with a parallel main located below the sidewalk) unless otherwise determined by the City Engineer. Sidewalk construction above the sewer line shall include root barriers at the front of walk.

### **Storm Water**

1. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only, final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.

2. When project phase 1 or phase 2 proceeds with first final map, the improvement plans shall include grading and drainage improvements on the adjacent property to insure that interim storm drain improvements can be managed without impacting adjacent property. Project shall obtain all necessary rights of entry and permissions from adjacent property owner to construct said improvements.

### **Storm Water Quality Control**

1. Construction of projects disturbing more than one acre of soil shall prepare a Storm water Pollution Prevention Plan in accordance with National Pollution Discharge Elimination System (NPDES Construction General Permit). Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
2. The Developer shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map.

### **Water Infrastructure Conditions**

1. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
2. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
3. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
5. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

6. Separate metered services shall be installed for the Median on F place and (unless connected to an existing metered system) and the pedestrian paths located on lots designated with letters.

### **Grading**

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

### **Fees**

1. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
2. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.
3. All building shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance

The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any

of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

4. Prior to final map applicant shall pay \$208 per lot in transit capital fees and \$35 per lot in transit operating fees.

#### **General Conditions**

1. Prior to final map the applicant shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
2. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.
3. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. This Tentative Subdivision Map #5004 includes three phases. The numbering of phases is for reference purposes only and landowner has no obligation to develop the property sequentially by number or in any particular order. Each phase shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
6. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, fire hydrants, street lights and railroad crossing improvements.
7. All domestic water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.

8. Submit an application for reapportionment of assessments with the parcel map or subdivision map; unless determined unnecessary by the City's finance department.
9. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
10. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the approval of the final map to the City to refund the third party.
11. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
12. If conditions for the project require the owner to construct improvements which serve the entire City and are included in the City's Development Impact Fee Program, or other funded program; the applicant may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.
13. If greater than 600 S.F. second units shall pay single family dwelling unit development fees.
14. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
15. This project is subject to the construction and demolition debris recycling and diversion ordinance.
16. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans including the location of AT& T facilities.
17. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
18. A registered landscape architect shall design all landscape and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.

19. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. With a final map on Phase III, public improvements shall include the construction of the entire length of the privacy wall from the greenbelt to Meikle Avenue. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
20. At the time of preparation of public improvement plans project shall include a lighting plan in accordance with the Spring Lake standards for review and approval of the City. If necessary for proper luminance the City Engineer may require additional luminaries within pedestrian pathways.

### **Fire Department**

1. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.
3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

### **Building Division**

1. The project will be required to conform to the current codes that are in effect at the time of plan submittal.
2. Plans will need to be complete at the time of submittal as the City of Woodland does not accept deferred submittals.
3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration.
4. The project shall comply with FEMA regulations.

**Police Department**

1. The project shall comply with the Uniform Security Code, Chapter 6 from the Building Code, Article 1, section 6-1-8.

**Yolo Solano Air Quality Management District**

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>).
2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

## **EXHIBIT "D"**

### **(Development Impact Fees)**

May vary

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of July 21, , 2011, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

| Development Impact Fee                                                                 | SFD     | MF            |
|----------------------------------------------------------------------------------------|---------|---------------|
| General City                                                                           | \$754   | \$629         |
| Fire                                                                                   | \$1,162 | \$871         |
| Library                                                                                | \$47    | \$39          |
| Police                                                                                 | \$995   | \$830         |
| Wastewater                                                                             | \$5,457 | \$4,548       |
| Water                                                                                  | \$500   | \$307         |
| Parks--Springlake                                                                      | \$3,446 | \$2,872       |
| Surface Water (a future fee for the development of surface water treatment facilities) | 2,675   | By meter size |
| MPFP Admin Fee                                                                         | \$150   | \$115         |

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$36,105 and MF \$23,829; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee of \$208.00/DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee of \$35.00 on the 9.78 acre parcel, APN 042-010-83
- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit
- Off site affordable housing fee of \$1,100 per market rate single family unit as required in Section 4.7.

# ATTACHMENT J

Woodland, California, Code of Ordinances >> - The Code of the City of Woodland, California >>  
CHAPTER 26. - SPRING LAKE SPECIFIC PLAN BUILDING UNIT ALLOCATION PROGRAM >> Article  
II. - Release of Building Unit Allocations. >>

## Article II. - Release of Building Unit Allocations.

Sec. 26-2-10. - Staged release of BUAs.

Sec. 26-2-20. - First release BUAs.

Sec. 26-2-30. - Second release BUAs.

Sec. 26-2-40. - Third release BUAs.

Sec. 26-2-50. - Reduction of BUAs.

Sec. 26-2-60. - BUAs not required when.

Sec. 26-2-70. - Increased BUAs.

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The city shall release BUAs in three stages as described in this article. The projected dates for each stage, or "release," are based on the assumption that landowners have obtained land use entitlements and are prepared to advance the funds or obligate their respective properties to bond financing to begin construction of the physical improvements. Accordingly, the release dates identified in this chapter may be earlier or later than planned, contingent upon the city's determination, in its sole discretion, that sufficient progress has been achieved toward securing approval of land use entitlements.

(Ord. No. 1343, § 3, (part).)

### Sec. 26-2-20. - First release BUAs.

Subject to the city's determination as described in Section 26-2-10 of this chapter, the city shall release one thousand two hundred forty-two BUAs ("first release group") concurrently with the first issuance of bonds for infrastructure financing ("first release date"). The city may issue a maximum number of building permits per fiscal year as follows: seven hundred fifty-one in 2004-05, four hundred ten in 2005-06 (1161 cumulative) and eighty-one in 2006-07 (1242 cumulative) pursuant to these first release BUAs to maintain consistency with the general plan's goal to manage residential growth at an even and reasonable pace.

(Ord. No. 1343, § 3, (part); Ord. No. 1396, § 1.)

### Sec. 26-2-30. - Second release BUAs.

Subject to the city's determination as described in Section 26-2-10 of this chapter, the city shall release eight hundred eighty-two (or such other number as determined by the city pursuant to Section 26-2-50 of this chapter) BUAs ("second release group") on June 30, 2007 ("second release date").

(Ord. No. 1343, § 3, (part).)

### Sec. 26-2-40. - Third release BUAs.

The city shall release four hundred fifty-five (or such other number as determined by the city pursuant to Section 26-2-50 of this chapter) BUAs ("third release group") on a date to be determined by the city but that is no later than June 30, 2015 ("third release date").

(Ord. No. 1343, § 3, (part); Ord. No. 1521, § 2, 10-19-10)

### Sec. 26-2-50. - Reduction of BUAs.

The number of BUAs in the second and third release groups may be reduced by an amount determined by the city, in the city's sole discretion, if the city, after considering the number of residential units constructed in the city, determines that such reduction is required to maintain growth limitations set forth in the city's general plan.

(Ord. No. 1343, § 3, (part).)

**Sec. 26-2-60. - BUAs not required when.**

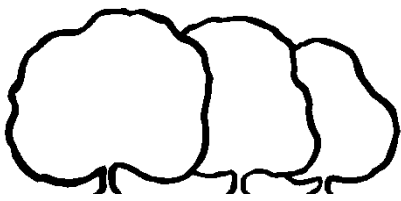
Notwithstanding any other provision in this chapter, the construction of low income or very low income single-family units, and the construction of all multi-family units, shall not require BUAs.

(Ord. No. 1343, § 3, (part).)

**Sec. 26-2-70. - Increased BUAs.**

Notwithstanding anything to the contrary in this chapter, the community development director may, in his or her sole discretion, issue BUAs in the second and/or third releases in excess of the numbers set forth in sections 26-2-20 and 26-2-30, and in excess of the two thousand five hundred seventy-nine BUAs contemplated by this chapter, to the extent that there exist parcels which have been zoned to accommodate more units than would otherwise be available under the BUA limits in sections 26-2-20 and 26-2-30. The owner of any parcel(s) wishing to receive an increased BUA allocation shall submit a request for an increased allocation to the community development director prior to the issuance of a final map for the parcel(s). No such request shall be approved until it has been reviewed and found to be consistent with General Plan Policy 1.A.7 and/or any other general plan policy regarding growth caps, as well as with any growth-related provisions in an applicable specific plan.

(Ord. No. 1521, § 3, 10-19-10)



**REPORT TO MAYOR AND CITY COUNCIL**

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: March 5, 2013

SUBJECT: FY2012/13 Mid-Year Budget Update

**Recommendation for Action**

Information purposes only; no action required.

**Fiscal Impact**

This informational item presents the Citywide revenue and expenditure results through the first six periods of fiscal year 2012/13, as well as updated General Fund projections through the end of this fiscal year.

**Discussion**

Based on revenue results through the first six months of fiscal year 2012/13, the City's General Fund revenue estimates indicate an increase over the original budget of \$627,402. Included in this excess are \$130,000 of revenues related to Measure E, which do not remain in the General Fund, but are instead transferred out to another, separate fund. The remaining variance is due primarily to better than expected revenues related to development and issuance of building permits, and from property taxes in excess of budget. During the budget preparation, staff assumed a 2.7% decline in assessed value and related property taxes; Yolo County published the tax roll in July, which showed a 1.3% decline. Other revenues, such as franchise fees, motor vehicle in lieu and interest earnings, are projected to fall short of budget based upon FY11/12 results and/or current year trends.

The results of the projections for both revenues and expenditures included herein are being used in development of the FY2013/14 budget, which is expected to be outlined with the Council during the March budget workshop, tentatively scheduled for March 26<sup>th</sup>.

This report summarizes the All Funds revenue and expenditure results for the first six periods of fiscal year 2012/13. In addition, the report highlights revenues and expenditures in the General Fund for the first half of 2012/13 and updated projections for General Fund results through the end of the

year. Also included in this report are the preliminary, unaudited results for the fiscal year ended June 30, 2012. Because the annual audit for FY2011/12 is underway but not yet completed, the results are considered preliminary and may be subject to auditor adjustments.

The following represents selected highlights from the mid-year budget report:

- All Funds revenues through the second quarter of 2012/13 are \$34.02 million, or 23.8% of the adjusted All Funds budget of \$142.9 million. (See Attachment A, Table 1)
- Through the second quarter of the current fiscal year, All Funds Expenditures total \$52.94 million or 36.9% of the budget of \$143.48 million. (See Attachment A, Tables 2-3).
- Year-to-date FY2012/13 General Fund revenues through the second quarter of the fiscal year were \$7.161 million or 18.85% of the \$37,997,212 budget.
  - Property Taxes: The first installment of property tax revenues is not received until January 2013. Information received from Yolo County on citywide assessed valuations indicates that citywide assessed value decreased by 1.3% compared to a budget estimate of a 2.7% decline. Staff has received revenues and completed an analysis of expected results for the current fiscal year, which show projections for a positive budget variance of \$277,619.
  - Sales Tax: The City works with a sales tax consultant to assist with monitoring of sales tax activity and projections, which are closely monitored throughout the year. Based upon the results for the current year, total sales taxes (including Measures E and V) are trending above budget by \$143,629. The majority of this increase is related to Measure E, which does not remain in the General Fund, but is instead transferred to a separate fund. The FY2012/13 Sales Tax revenues include a one-time adjustment for retroactive reporting issues in the amount of \$300k. If not for this one-time revenues, General Fund sales taxes would have fallen short of budget.
  - Permit/License Fees: The fees in this category are derived primarily from business licenses, planning fees and other building and miscellaneous permits. The projected positive budgetary variance of \$371,553 is the result of better than expected development activity, including non-residential development as well as single family residential development. The fees in this category tend to be cyclical and are dependent in large part on continued development activity in the City.
- Year-to-date FY2012/13 General Fund expenditures through the second quarter of the fiscal year were \$15.88 million or 41.6% of the \$38.17 million budget.
  - Projections through the end of the fiscal year indicate that expenditures will be very close to the original budget, with a small positive variance of \$98k. This variance is due primarily to savings from unanticipated vacancies, offset by overages in

operating transfers (from increased Measure E revenues), and supplies and services for various City consulting and contracting endeavors.

- Preliminary results for FY2011/12 show the General Fund ended the year with an unreserved fund balance of \$6.081 million (16.78% of expenditures), and represents an unfavorable variance of \$612,000 in comparison to the estimates used in the development of the FY13/14 budget.
  - Preparation of the FY2011/12 budget assumed a net increase of \$1 million in fund balance was assumed. The originally budgeted net increase in fund balance was attributable to a one-time \$1 million payment received from Waste Management that was paid for the signing of a contract extension. All other revenues in the General Fund came in over budget by \$810k. This variance resulted primarily from better than anticipated sales tax and transient occupancy tax (TOT) revenues.
  - Expenditures ended the year under budget by \$488k. The largest savings occurred from savings related to unanticipated vacancies that resulted throughout the year, as well as additional savings in discretionary supplies and services by the departments.
  - Development of the FY2012/13 original budget assumed that the General Fund would end fiscal year 2011/12 with a positive variance of \$1 million (as discussed above), and an ending fund balance of \$6.57 million, or 17%. Due to the additional revenues received and the expenditure savings achieved during the year, the actual ending fund balance is \$8.58 million, or 23.6%.

Based on the information presented herein, the General Fund is expected end the current fiscal year with an unreserved fund balance of \$6.63 million, or 17.43% of expenditures. This represents a favorable variance of \$235,000 in comparison to the original FY12/13 budget estimates.

In conjunction with the City Council's consideration of the FY2013/14 budget, staff anticipates presenting policy recommendations related to the priorities for use of fund balances in excess of the City's existing reserve policy level. These will be limited to "one-time" uses, including – but not limited to – repayment of inter-fund loans, contributions toward unfunded liabilities, one-time priority capital project needs, as well as maintaining heightened reserve levels. A recommendation will necessarily need to be considered within the context of the General Fund Five-Year forecast, and includes consideration of the scheduled expiration of the Measure V ¼ cent sales tax at the end of FY13/14.

### **Conclusion**

This informational item presents the mid-year budget update for FY2012/13. The information provided in this report includes year-to-date revenue and expenditure results through the first six months of this fiscal year, as well as more detailed General Fund information and preliminary

projections for year-end results. The baseline budget for FY2013/14 will be the subject of the City Council's budget workshop on March 26, 2013.

Prepared by: Kimberly McKinney  
Finance Officer

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Paul Navazio  
City Manager

Attachment A – All Funds Revenues and Expenditures  
Attachment B – General Fund Revenues and Expenditures

## **ATTACHMENT A**

### **ALL FUNDS REVENUES AND EXPENDITURES**

Table 1 – All Funds FY2012/13 Revenues

| FY2012/13 Revenues |                 |                 |                         |        |
|--------------------|-----------------|-----------------|-------------------------|--------|
|                    | Original Budget | Adjusted Budget | Year-To-Date<br>Actuals | %      |
| General Fund       | 37,997,212      | 37,997,212      | 7,282,134               | 19.16% |
| Special Revenue    | 9,078,135       | 9,078,135       | 3,222,783               | 35.50% |
| Debt Service       | 6,358,819       | 6,358,819       | 2,029,664               | 31.92% |
| Capital Projects   | 20,280,457      | 20,280,457      | 3,300,899               | 16.28% |
| Enterprise Funds   | 50,893,105      | 50,893,105      | 13,790,216              | 27.10% |
| Internal Service   | 12,123,572      | 12,123,572      | 4,110,110               | 33.90% |
| Redevelopment      | 1,100,000       | 1,100,000       | 50,082                  | 4.55%  |
| Agency             | 5,100,933       | 5,100,933       | 235,005                 | 4.61%  |
| Total All Funds    | 142,932,232     | 142,932,232     | 34,020,893              | 23.80% |

- All Funds revenues through the second quarter of 2012/13 are \$34.02 million, or 23.8% of the adjusted budget. General Fund revenues are \$7.28 million or 19.16% of the adjusted budget, with many of the City's major tax revenues yet to be collected.
- Special Revenue fund revenues include many special assessment districts (i.e. lighting and landscaping districts) that receive revenue disbursements with the property taxes received by the City in January and May each year.
- Revenues in the Capital Projects funds include anticipated internal transfers to cover deficits within certain capital funds; these internal transfers will occur toward the end of the fiscal year, as actual results become known. The Measure E funds is also included in this category, and only a portion of the sales tax revenues associated with Measure E have been received to date.
- Enterprise Fund revenue budgets assumed nearly \$24 million in revenues from the issuance of bonds. No debt has been issued in this fiscal year, which causes the year to date percentages to appear low.
- Agency funds are primarily pass-through special assessment funds. The revenues are received with the City's property tax distributions in January and May.

Table 2 – All Funds 2012/13 Expenditures by Fund

| FY2012/13 Expenditures |                 |                 |                         |        |
|------------------------|-----------------|-----------------|-------------------------|--------|
|                        | Original Budget | Adjusted Budget | Year-To-Date<br>Actuals | %      |
| General Fund           | 38,151,825      | 38,169,825      | 15,915,704              | 41.70% |
| Special Revenue        | 8,714,252       | 10,777,252      | 5,187,151               | 48.13% |
| Debt Service           | 6,352,337       | 6,352,337       | 1,374,920               | 21.64% |
| Capital Projects       | 22,116,316      | 22,116,316      | 5,951,066               | 26.91% |
| Enterprise Funds       | 46,963,380      | 46,963,380      | 14,472,284              | 30.82% |
| Internal Service       | 12,854,859      | 12,854,859      | 5,629,853               | 43.80% |
| Redevelopment          | 835,225         | 835,225         | 125,567                 | 15.03% |
| Agency                 | 5,409,011       | 5,409,011       | 4,284,582               | 79.21% |
| Total All Funds        | 141,397,205     | 143,478,205     | 52,941,127              | 36.90% |

- Through the second quarter of FY2012/13, All Funds expenditures (not including encumbrances) totaled \$52.94 million, or 36.9% of the adjusted budget. General Fund expenditures totaled \$15.915 million, or 41.7% of the adjusted budget.
- Operating expenditures appear to be tracking within budget for all categories.
- Debt Service expenditures occur in large payments at various times of the year, with many of the payments due in February. As a result, the year to date expenditure percentage appears low.
- Expenditures related to Redevelopment are primarily for debt service payments, which will not be paid until May.
- Agency Funds reflect expenditures of 79% of budget due to the timing of debt service payments made for the respective bond issues; many of these funds have payments due in September each year.

Table 3 – All Funds Expenditures by Department

| FY2012/13 Expenditures |                 |                 |                         |        |
|------------------------|-----------------|-----------------|-------------------------|--------|
|                        | Original Budget | Adjusted Budget | Year-To-Date<br>Actuals | %      |
| Administration         | 12,789,251      | 12,789,251      | 5,822,499               | 45.53% |
| Capital Improvements   | 26,949,981      | 29,412,981      | 12,406,930              | 42.18% |
| Community Development  | 7,650,601       | 7,650,601       | 2,861,299               | 37.40% |
| Fire                   | 9,525,204       | 9,525,204       | 4,490,559               | 47.14% |
| Library                | 1,395,547       | 1,395,547       | 578,959                 | 41.49% |
| Non-Departmental       | 38,776,583      | 38,376,583      | 9,404,096               | 24.50% |
| Police                 | 15,121,021      | 15,139,021      | 7,008,340               | 46.29% |
| Public Works           | 27,086,786      | 27,086,786      | 9,487,838               | 35.03% |
| Recreation             | 2,102,231       | 2,102,231       | 880,605                 | 41.89% |
| Total All Funds        | 141,397,205     | 143,478,205     | 52,941,125              | 36.90% |
|                        |                 |                 |                         |        |

- As of the end of the second quarter of fiscal year 2012/13, all departments appear to be tracking closely to budget, with savings in many departments occurring as a result of unanticipated vacancies.

## **ATTACHMENT B**

### GENERAL FUND REVENUES AND EXPENDITURES

Table 1 – General Fund Revenues

| FY2012/13 General Fund Revenues |                 |                 |                         |                         |                                         |
|---------------------------------|-----------------|-----------------|-------------------------|-------------------------|-----------------------------------------|
|                                 | Original Budget | Adjusted Budget | Year-To-Date<br>Actuals | FY2012/13<br>Projection | Variance<br>Favorable/<br>(Unfavorable) |
| Property Tax                    | 8,565,392       | 8,565,392       | -                       | 8,843,011               | 277,619                                 |
| Sales Tax                       | 15,864,275      | 15,864,275      | 4,004,581               | 16,007,904              | 143,629                                 |
| Other Taxes                     | 888,414         | 888,414         | 289,849                 | 885,435                 | (2,979)                                 |
| Franchise Fees                  | 1,921,220       | 1,921,220       | 478,860                 | 1,701,708               | (219,512)                               |
| Licenses/Permits                | 1,219,349       | 1,219,349       | 939,057                 | 1,590,902               | 371,553                                 |
| Fines and Penalties             | 127,677         | 127,677         | 69,957                  | 221,186                 | 93,509                                  |
| Service Charges                 | 524,615         | 524,615         | 228,786                 | 521,271                 | (3,344)                                 |
| Motor Vehicle In Lieu           | 3,818,795       | 3,818,795       | 29,327                  | 3,718,080               | (100,715)                               |
| Intergovernmental               | 237,039         | 237,039         | 34,289                  | 430,389                 | 193,350                                 |
| Lease/Interest Income           | 210,984         | 210,984         | 11,761                  | 89,450                  | (121,534)                               |
| Miscellaneous                   | 4,481,074       | 4,481,074       | 1,075,213               | 4,476,900               | (4,174)                                 |
| Transfers                       | 138,378         | 138,378         | -                       | 138,378                 | -                                       |
| Total General Fund              | 37,997,212      | 37,997,212      | 7,161,680               | 38,624,614              | 627,402                                 |

- The City does not receive the first installment of property tax payments until January 2013. Information received from Yolo County indicates that the total assessed value decreased by 1.3% from the prior year; the FY2012/13 budget assumed a 2.7% decline.
- Included in the Sales Tax revenues for FY2012/13 are two large “clean up” adjustments in the City’s sales taxes (totaling approximately \$300k). This payment is not calculated as part of the baseline assumption for sales tax revenues moving forward; if not for receipt of this one time money, the projections for sales tax would have fallen short of the budget. The positive variance noted in the table is attributable to Measure E revenues, which do remain in the General Fund, but are transferred out to a separate fund throughout the year.
- The majority of Motor Vehicle In Lieu revenues are received in conjunction with the City’s property tax revenues, which do not get distributed until January and May, but based on final information from FY2011/12, the budget appears overstated.
- The favorable variance is projected revenues from License/Permit fees is due to more development activity than originally anticipated, including some non-residential development as well as permits issued for single family homes.

Table 2 – General Fund Expenditures by Category

| FY2012/13 General Fund Expenditures |                 |                 |                         |        |                          |                                         |
|-------------------------------------|-----------------|-----------------|-------------------------|--------|--------------------------|-----------------------------------------|
|                                     | Original Budget | Adjusted Budget | Year-To-Date<br>Actuals | %      | FY2012/13<br>Projections | Variance<br>Favorable/<br>(Unfavorable) |
| Personnel                           | 22,916,568      | 22,916,568      | 11,158,827              | 48.69% | 22,538,070               | 378,498                                 |
| Supplies & Services                 | 5,294,029       | 5,294,029       | 1,770,878               | 33.45% | 5,430,644                | (136,615)                               |
| Education & Training                | 151,577         | 151,577         | 59,717                  | 39.40% | 157,707                  | (6,130)                                 |
| Debt Service                        | 210,140         | 210,140         | 105,070                 | 50.00% | 210,140                  | -                                       |
| Capital Expenditures                | 26,743          | 26,743          | 22,499                  | 84.13% | 26,743                   | -                                       |
| Non-Discretionary                   | 4,557,623       | 4,557,623       | 1,707,841               | 37.47% | 4,490,382                | 67,241                                  |
| Operating Transfers                 | 5,013,145       | 5,013,145       | 1,057,594               | 21.10% | 5,217,890                | (204,745)                               |
| Total General Fund                  | 38,169,825      | 38,169,825      | 15,882,426              | 41.61% | 38,071,576               | 98,249                                  |

- Through the second quarter of FY2012/13, General Fund expenditures (not including encumbrances) total \$15.88 million, or 41.61% of the adjusted budget.
- Personnel costs are trending to be under budget, with 48.69% of the budget spent through the second quarter. The savings are a result of some unanticipated vacancies during the fiscal year.
- Operating Transfers consist primarily of the transfer of Measure E sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. Because only a small portion of Measure E revenues have been received, the transfers recorded to date are low. Other fund subsidies are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the subsidies actually required.
  - The projection for Operating Transfers is over budget primarily as a result of better than expected revenues from Measure E, which is received as revenue into the General Fund and then transferred out to a separate fund.

Table 3 – General Fund Expenditures by Department

| FY2012/13 General Fund Expenditures |                 |                 |                         |        |                          |                                         |
|-------------------------------------|-----------------|-----------------|-------------------------|--------|--------------------------|-----------------------------------------|
|                                     | Original Budget | Adjusted Budget | Year-To-Date<br>Actuals |        | FY2012/13<br>Projections | Variance<br>Favorable/<br>(Unfavorable) |
| Administration                      | 2,463,256       | 2,463,256       | 928,895                 | 37.71% | 2,505,666                | (42,410)                                |
| Community Development               | 2,282,389       | 2,282,389       | 990,737                 | 43.41% | 2,177,482                | 104,907                                 |
| Recreation                          | 1,712,544       | 1,712,544       | 714,390                 | 41.72% | 1,733,466                | (20,922)                                |
| Police                              | 14,641,953      | 14,641,953      | 6,666,554               | 45.53% | 14,619,659               | 22,294                                  |
| Fire                                | 8,367,083       | 8,367,083       | 3,973,010               | 47.48% | 8,241,802                | 125,281                                 |
| Library                             | 1,175,246       | 1,175,246       | 494,763                 | 42.10% | 1,167,840                | 7,406                                   |
| Public Works                        | 2,290,835       | 2,290,835       | 936,677                 | 40.89% | 2,173,712                | 117,123                                 |
| Non-Departmental                    | 5,236,519       | 5,236,519       | 1,177,400               | 22.48% | 5,451,949                | (215,430)                               |
| Total General Fund                  | 38,169,825      | 38,169,825      | 15,882,426              | 41.61% | 38,071,576               | 98,249                                  |

- After the second quarter of FY2012/13, all departments appear to be tracking in line with the adjusted budget amounts.
- Non-Departmental expenditures consist primarily of the transfer of Measure E sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. Because only a small portion of Measure E revenues have been received, the transfers recorded to date are low. Other fund subsidies are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the subsidies actually required.
  - The projection for Non-Departmental expenditures is over budget primarily as a result of better than expected revenues from Measure E, which is received as revenue into the General Fund and then transferred out to a separate fund.

**Table 4**  
**City of Woodland**  
**General Fund Forecast**

| General Fund                        | Anticipated<br>FY2011/12 | Unaudited Actual<br>FY2011/12 | Difference<br>FY2011/12 | Original Budget<br>FY 2012/13 | Projected<br>FY 2012/13 | Difference<br>FY2012/13 |
|-------------------------------------|--------------------------|-------------------------------|-------------------------|-------------------------------|-------------------------|-------------------------|
| Beginning Fund Balance              | \$ 5,628,000             | \$ 5,987,045                  | \$ 359,045              | \$ 6,572,178                  | \$ 8,581,079            | \$ 2,008,901            |
| Revenues                            | \$38,395,000             | \$ 38,843,664                 | \$ 448,664              | \$ 37,997,212                 | \$38,624,614            | \$ 627,402              |
| Expenditures                        | \$37,330,000             | \$ 36,249,630                 | \$ (1,080,370)          | \$ 38,169,825                 | \$38,071,576            | \$ (98,249)             |
| Change in Fund Balance              | \$ 1,065,000             | \$ 2,594,034                  | \$ 1,529,034            | \$ (172,613)                  | \$ 553,038              | \$ 725,651              |
| Ending Balance                      | \$ 6,693,000             | \$ 8,581,079                  | \$ 1,888,079            | \$ 6,399,565                  | \$ 9,134,117            | \$ 2,734,552            |
| Less: Reserved Fund Balance         |                          |                               |                         |                               |                         |                         |
| Internal Loan Repayments            |                          | \$ (2,500,000)                |                         |                               | \$ (2,500,000)          |                         |
| Unreserved Fund Balance             | \$ 6,693,000             | \$ 6,081,079                  |                         | \$ 6,399,565                  | \$ 6,634,117            |                         |
| % of Expenditures                   | 17.93%                   | 16.78%                        |                         | 16.77%                        | 17.43%                  |                         |
| Reserve Policy %                    | 13%                      | 13%                           |                         | 13%                           | 13%                     |                         |
| Reserve Policy \$                   | \$ 4,852,900             | \$ 4,712,452                  |                         | \$ 4,962,077                  | \$ 4,949,305            |                         |
| Balance over (under) Reserve Target | \$ 1,840,100             | \$ 1,368,627                  |                         | \$ 1,437,488                  | \$ 1,684,812            |                         |

*\*\*The annual audit for fiscal year 2011/12 final results is currently underway and expected to be complete in the next month or two; until such time as the audit is complete, actual results from FY2011/12 are considered preliminary.*

**Fiscal Year 2011/12 Results:**

- Preliminary results for FY2011/12 show the General Fund ended the year with an unreserved fund balance of \$6.081 million (16.78% of expenditures), and represents an unfavorable variance of \$612,000 in comparison to the estimates used in the development of the FY13/14 budget.
- The originally budgeted net increase in fund balance was attributable to a one-time \$1 million payment received from Waste Management that was paid for the signing of a contract extension.
- During development of the FY2012/13 original budget, projections were made for the ending of FY2011/12; these projections are noted in the column above called "Anticipated FY2011/12". At the time of development, revenues were assumed to be

\$38.3 million; actual results came in over that target by \$448,000. This variance resulted primarily from better than anticipated sales tax and transient occupancy tax (TOT) revenues.

- Expenditures ended the year under the projection by more than \$1 million. The largest savings occurred as a result of unanticipated vacancies throughout the year, as well as additional savings in discretionary supplies and services by the departments.
- Total ending unaudited unreserved fund balance in the General Fund is preliminarily calculated at \$6.081 million for FY2011/12. This fund balance is “net” of amounts reserved for repayment of internal loans received by the General Fund in previous fiscal years and used as part of the balancing plans beginning in FY2007/08. These include amounts borrowed from the City’s Vehicle Replacement Fund as well as various utility funds. As these funds are required to be repaid by the General Fund, it is appropriate to recognize the obligation to repay those loans as a reservation of fund balance; hence the reserved portion of the fund balance will not be available for future discretionary spending.
- The projections for FY2012/13 indicate an unreserved fund balance of \$6.63 million, or 17.43%. This result, if achieved, represents a favorable variance of \$235,000 from the results assumed at the time of adoption of the FY12/13 budget.