

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

REVISED

**CITY COUNCIL
CLOSED SESSION AGENDA**

MARCH 19, 2013

5:00 P.M.

- A. CALL TO ORDER
- B. CLOSED SESSION
 - B.1 Conference with Real Property Negotiators, Pursuant to Section 54956.8
Property: APN 027-350-058; APN 005-223-001-000, APN 005-223-002-000 and APN 005-223-003-000 (801 - 823 Main Street)
Agency Negotiator: City Manager, Economic Development Manager and City Attorney
Negotiating Parties: Paul Navazio, Wendy Ross, Andrew Morris, Panattoni Corporation and Petrovich Development Company
Under Negotiation: Price and Terms of Payment

**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. COMMUNICATIONS–COUNCIL/STAFF STATEMENTS AND REQUESTS

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

F. PRESENTATIONS

1. Proclamation in Support of American Red Cross Month 2013
Recommendation: that the City Council adopt a Proclamation declaring March 2013 as American Red Cross Month
2. Proclamation Recognizing March 17-23, 2013 as National Agriculture Week
Recommendation: that the City Council adopt a Proclamation declaring the week of March 17 – 23, 2013 as “National Agriculture Week”

G. CONSENT CALENDAR

3. Final Acceptance and Notice of Completion for Parks Irrigation Rehabilitation Project, Phase 3, CIP 10-01
Recommendation: that the City Council accept the Parks Irrigation Rehabilitation Project, Phase 3, CIP #10-01 as complete and authorize the City Clerk to file a Notice of Completion
4. RFP for Citywide Landscaping Contract
Recommendation: that the City Council approve the request to proceed with an RFP for a new two year/optional third year citywide landscape contract

5. Public Works Quarterly Status Report for the period of December 2012 through February 2013
Recommendation: that the City Council accept the Public Works Departments Quarterly Status Report Summary for the period of December 2012 through February 2013
6. Approve On-Call Services Contract for Public Outreach – Municipal Utilities
Recommendation: that the City Council authorize the City Manager to (1) execute a sole-source contract for On-Call Services for Public Outreach for Municipal Utilities with Kim Floyd Communications for a three-year period with options for awarding up to three additional one-year periods, and (2) authorize the City Manager to execute Task Orders as needed related to said Contract up to \$200,000.
7. Hensel Phelps Construction Co. Lease Agreement
Recommendation: that the City Council authorize the City Manager to execute a lease agreement with Hensel Phelps Construction Co. for city owned property located at 1017 Main Street from April 1, 2013 through June 30, 2015.
8. Council Long Range Calendar
Recommendation: Informational Item

H. PUBLIC HEARING

9. 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

I. REPORTS OF THE CITY MANAGER

10. Consider the establishment of an Irrevocable Trust for other Post-Employment Benefits (retiree health costs) with the Public Agency Retirement Services (PARS)

Recommendation: that the City Council take the following actions: 1) Adopt resolution which authorizes adoption of the PARS Public Agencies Post-Retirement Health Care Plan Trust Agreement, effective March 19, 2013; 2) Appoint the City Manager; and 3) Authorize Plan Administrator to execute the PARS legal and administrative documents on behalf of the City; to take whatever additional actions are necessary to maintain the City's participation in the Program; to maintain compliance with any relevant regulation issued a or as may be issued for the Program; and to take whatever additional actions are required to administer the City's PARS plan(s)

11. Report from Council Sub-Committee regarding California Voting Rights Act (District Elections)

Recommendation: that the City Council receive a report from the Council Sub-committee regarding the latest findings on the California Voting Rights Act

12. Adopt Resolution No. _____, Authorization for the Design and Construction of the Woodland-Davis Clean Water Agency Project Facilities

Recommendation: that the City Council Adopt Resolution No. _____, Authorization for the Design and Construction of the Woodland-Davis Clean Water Agency Project Facilities

13. PERS Employer Paid Member Contribution (EPMC) for Woodland City Employees Association (WCEA)

Recommendation: that the City Council Adopt Resolution No. _____ PERS Employer Paid Member Contribution (EPMC) for Woodland City Employees Association (WCEA)

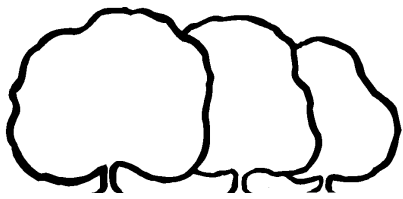
J. ADJOURN

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 19, 2013 was posted on March 15, 2013 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such 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 19, 2013

SUBJECT: Proclamation in Support of American Red Cross Month 2013

Recommendation for Action

Staff recommends that the City Council adopt a Proclamation declaring March 2013 as American Red Cross Month.

Background

The Yolo County Chapter of the American Red Cross is requesting that the Council acknowledge their organization by proclaiming March 2013 as American Red Cross Month. Amber Garcia of the American Red Cross Capital Region Chapter will be present to receive the Proclamation.

Red Cross month is a time when we acknowledge those who have contributed in helping to achieve the Red Cross mission of providing disaster relief to those in need.

Conclusion

Staff recommends that the City Council adopt a Proclamation declaring March 2013 as American Red Cross Month.

Prepared by: Ana Gonzalez
City Clerk

Paul Navazio
City Manager

Attachment



**CITY OF WOODLAND
AMERICAN RED CROSS MONTH 2013
PROCLAMATION**

WHEREAS, March is American Red Cross Month - a special time to recognize and thank our heroes – those who volunteer, donate blood, take life-saving courses or provide financial donations to support an organization whose mission is to help those in need.

WHEREAS, We would like to remember those who help all of us here in the Yolo County community by giving their time to help their neighbor, and thank our heroes – our volunteers, blood donors, class takers and financial supporters who help us assist those in need.

WHEREAS, In Yolo County, the Red Cross works tirelessly through its 4 employees and 40 volunteers to help when disaster strikes, when someone needs life-saving blood, or the comfort of a helping hand. It provides 24-hour support to members of the military, veterans and their families, and provides training in CPR, aquatics safety, and first aid.

WHEREAS, Across the country, the American Red Cross responds to nearly 70,000 disasters a year. It provides some 400,000 services to military members, veterans and civilians, collects and distributes about 40 percent of the nation's blood supply and trains more than seven million people in first aid, water safety and other life-saving skills every year.

WHEREAS, Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission. Despite these challenging economic times, the American Red Cross continues to offer help and comfort to those in need.

NOW, THEREFORE, the City Council of the City of Woodland does hereby proclaim the month of March 2013 as American Red Cross Month and urges recognition of the appropriate activities and educational opportunities that have been held and will continue throughout the year by the Yolo County Red Cross in their efforts to benefit the entire Yolo County Community.

Dated this 19th day of March 2103

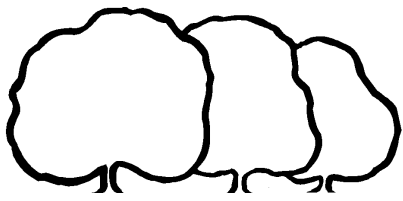
Marlin H. "Skip" Davies, Mayor

Tom Stallard, Vice-Mayor

William L. Marble, Council Member

Jim Hilliard, Council Member

Sean R. Denny, Council Member



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: Proclamation Recognizing March 17-23, 2013 as National Agriculture Week

Recommendation for Action

It is recommended that Council adopt a Proclamation declaring the week of March 17 - 23, 2013 as "National Agriculture Week" recognition in the City.

Background

Annually since 1995, the City Council has acknowledged National Agriculture Week in the City of Woodland via a Proclamation. This request comes forth on behalf of the Yolo County Farm Bureau and the Woodland Chamber of Commerce.

Agriculture has been a significant way of life and source of income to this area for decades. Farming was one of the primary occupations for the Yolo County and continues to provide a large part of the food supply to the State. The annual income from agriculture in the County during 2011 was \$549,249,669. By comparison, the chart below shows the fluctuations in the income:

<u>Year</u>	<u>Income Generated</u>
2000	\$302,736,000
2001	\$288,579,000
2002	\$299,781,000
2003	\$304,520,000
2004	\$338,128,000
2005	\$332,720,000
2006	\$370,195,973
2007	\$453,539,019
2008	\$505,588,750
2009	\$462,132,949
2010	\$443,541,692

The figures rise and fall comparatively relative to the economy and other factors facing agriculture today.

Each Council Member should have received an invitation to the 33rd Annual Farm City Festival Breakfast on March 21, 2013 from 7:00 a.m. to 9:00 a.m. at the Hotel Woodland. The Farm Bureau would like one of the Council Members to present this Proclamation at this breakfast.

Conclusion

It is recommended that Council Proclaim the week of March 17 - 23, 2013 as National Agriculture Week and select a Member of Council who would be attending the March 21st breakfast to present the Proclamation.

Paul Navazio
City Manager

Attachment: Proclamation

City of Woodland

Proclamation

NATIONAL AGRICULTURE WEEK

WHEREAS, agriculture is the Nation's most basic industry and its associated production, processing, and marketing segments together provide more jobs than any other industry; and,

WHEREAS, it is also very important to the local economy with Yolo County generating \$549,249,669 in agricultural sales in 2011; and,

WHEREAS, American agriculture deserves special recognition for its incredible achievements in feeding, clothing and sheltering the citizens of our country and the world; and,

WHEREAS, maintaining a healthy agricultural industry necessitates that all American consumers understand agriculture's effect on their lives and well-being; and,

WHEREAS, spring is an ideal time of year to recognize the contributions of the agricultural industry to the world;

NOW, THEREFORE, the City Council of the City of Woodland does hereby proclaim the week of March 17-23, 2013 as **NATIONAL AGRICULTURE WEEK** in the City of Woodland in recognition of the importance of agriculture to our Community.

Dated this 19th day of March, 2013

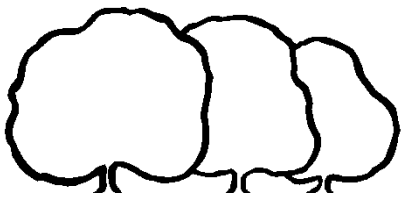
Marlin H. "Skip" Davies, Mayor

Tom Stallard, Vice-Mayor

William L. Marble, Council Member

Jim Hilliard, Council Member

Sean R. Denny, Council Member



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: Final Acceptance and Notice of Completion for Parks Irrigation
Rehabilitation Project, Phase 3, CIP 10-01

Recommendation for Action

Staff recommends City Council accept the Parks Irrigation Rehabilitation Project, Phase 3, CIP #10-01 as complete and authorize the City Clerk to file a Notice of Completion.

Fiscal Impact

The project was fully funded in the Capital Budget. The total budget set aside for phase 3 was \$688,000; which consists of \$257,000 from Measure E and \$431,000 from Proposition 50 (grant). The Pioneer Avenue & Springlake Court work was funded by Gibson Ranch CFD in the amount of \$85,000. The total construction contract amount is \$510,869, including change orders.

The difference between the total budget (including phase 3 and the Gibson Ranch CFD) and the construction cost was the amount budgeted for design and construction management. Any leftover funding was returned to the original program fund balances. All Measure E project savings were included in the most recent Measure E spending plan update. There was no impact to the General Fund.

Background

The contractor began construction of the Parks Irrigation Rehabilitation Project, Phase 3 in June, 2012 and finished the work in February 2013.

Seven (7) change orders were issued in the amount of \$44,830. The change orders were for installing several lights for added safety at Tredway Park and on Bourn Court, additional fencing and concrete work and replacement of unsuitable soils.

This project replaced aging irrigation systems at Tredway Park and Palm/Keystone traffic circle island located in Beamer Park, and completed the landscape improvements at Spring Lake Circle. It

included installation of irrigation controllers at Everman Park, Clark Field, Roddy Park, Traynham Park, Streng Pond, Woodland Cemetery, and Buchignani Field. Clark Field received a new controller and booster pump as well as piping improvements to eliminate the need for multiple metered water services. This project is the third of four project phases using Measure E funding and Proposition 50 grant funding to rehabilitate park irrigation systems.

This project also completed the landscaping along the west side of Pioneer Avenue, south of Springlake Court, along the south edge of Springlake Court and including the pathway connection with Bourn Court. This work is funded by the Gibson Ranch CFD.

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 Woodland's 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. In 2008/09, 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. Southland Park was rehabilitated prior to this grant using Measure E funds.

Per the State Agreement, the City is required to monitor and report on irrigation usage at all rehabilitated or improved parks. The City will be adding the Phase 3 projects to the monitoring programs and assessing water savings. All of the parks city-wide are on meters except for Freeman Park. Freeman Park will be rehabilitated during the summer of 2013.

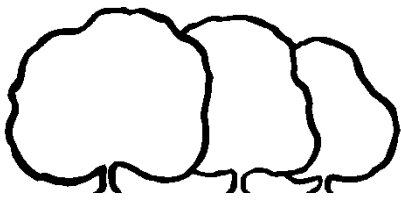
Conclusion

Staff recommends City Council accept the Parks Irrigation Rehabilitation Project, Phase 3, CIP 10-01 as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Tamera Burnham, PMP
Assistant Engineer

Reviewed by: Nicholas J. Ponticello
Community Development Director

Paul Navazio
City Manager



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: RFP for Citywide Landscaping Contract

Recommendation for Action

Staff recommends that the City Council approve the request to proceed with an RFP for a new two year/optional third year citywide landscape contract.

Fiscal Impact

Staff anticipates that bids will stay within plus or minus 5% of our current contract; this would put the cost of a new landscape contract between \$451K and \$499K per year. Funding for general landscape maintenance and general fund park maintenance was included in the submitted FY 2013-2014 budget.

Report in Brief

City staff is requesting permission to move forward with a request for proposal (RFP) for a two year/optional third year landscape agreement to maintain our City's infrastructure. Our current landscape contract is set to expire on June 30th 2013. This is a citywide landscaping contract that provides services to general fund parks, City facilities, sound wall vegetation, median strips and lighting and landscaping districts.

Staff recommends that the City Council affirm staffs request to proceed with a RFP for a new two year/optional third year citywide landscape contract.

Background

The Public Works Department is responsible for maintaining City landscapes, including street landscapes, median strips, landscapes around city buildings and other facilities and parklands. Funding to maintain these landscapes comes from the general fund, landscape and lighting districts, and other non general funds programs. For the past three years the City has contracted with

Dominguez Landscapes Inc. to maintain our landscape and parkland areas; this was a result of severe reductions made to the park maintenance programs in prior years. The term of this contract will end on June 30th 2013 and the City will need to solicit new bids for this service.

The level of landscape maintenance is determined by the type of plantings in an area and the frequency and type of use. Three levels of landscape maintenance were defined in current contract. Mode I is the highest level of service, represented by well maintained landscapes that are highly visible and frequently visited by the public. Mode II is a lower level of service compared to Mode I and represents a level of maintenance where some tolerance is allowed to maintenance problems such as litter, weeds, pruning and irrigation repairs. Mode III is the lowest level of service compared to Mode I and II and represents a level of maintenance typically associated with lower level of development, low levels of public visitation, areas adjacent to highways or roads at the outer edges of the community and/or areas where budget restrictions prevent a higher level of maintenance.

Discussion

This RFP will define the scope of work required to maintain approximately 150 acres of parkland and general landscape, and will mirror our current contract with some minor adjustments to areas served, i.e. emptying of the trash receptacles at our high volume parks and clarification of language. Our current contract is running approximately \$475K annually and staff anticipates bids coming back within plus or minus 5% of this value with approximately \$257K being charged to General Fund (GF) programs.

Contracting out this service has proven to be a cost effective method of maintaining our City landscape. This work was previously performed in combination with in-house staff and outside contracts, but was moved to 100% contract services when the City greatly reduced its parks maintenance staff in FY2010 as a cost savings measure. However, the scope of work identified in the RFP will not provide all of the necessary maintenance required to fully maintain our parks. Routine and special maintenance of park structures, bathrooms, picnic area furnishings, various trash receptacles and play structures are not included; this work will continued to be performed by our remaining parks personnel and some seasonal temporary staff.

Our current contract does provide for additional payment for maintenance and/or repair of landscape and irrigation equipment damaged by other than normal circumstances.

Public Contact

Posting of the City Council agenda.

Alternative Course of Action

Approve:

Approve the request to proceed with an RFP for a new two year/optional third year citywide landscape contract.

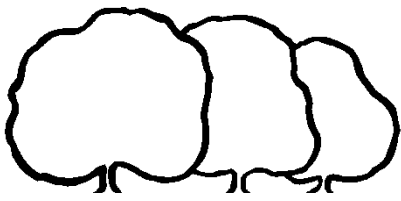
Alternative Course:

Deny the request to proceed with a RFP for a new two year/optional third year citywide landscape contract and provide further direction to staff.

Prepared by: Robert G Sanders
ROW/Parks O&M Superintendent,
Public Works Department

Reviewed by: Gregor G Meyer
Director of Public Works

Paul Navazio
City Manager



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: Public Works Quarterly Status Report for the period of December
2012 through February 2013

Recommendation for Action

Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report Summary for the period of December 2012 through February 2013.

Background

The Public Works Department's Quarterly Status report includes a summary of the activity of all divisions with the Department. In lieu of providing comprehensive monthly status reports to the City Council via the Agenda packet, the City Council will now be receiving Summary Reports on a quarterly basis. Specific information about items in the status report are available on request.

In addition, the monthly status reports are now available on the City's website under Public Works.

Prepared by: Johanna Currie
Senior Management Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio
City Manager

Attachment



Public Works Department.

Quarterly Status Report

December 2012 through February 2013

For the Months of Dec 2012-Feb 2013		
Division	Service Requests	Work Orders
Administration	1,070	-
Electrical	103	178
Environmental Services*	-	45
Facilities	137	211
Fleet**	-	466
Parks	10	286
Pretreatment*	-	38
Sewer	59	409
Signs & Markings	10	210
Storm Drain	19	56
Streets	48	86
Urban Forestry	48	148
WPCF***	-	99
Water	904	439
Grand Total	2,408	2,671

Service Request – Every time a request for Public Works services is made by phone call, written request, emailed request, or an actual one-on-one request to a PW employee, a **'Service Request'** is generated. This builds a computerized record of all requests made.

Work Order – A **'Work Order'** is created each time a work crew or individual is assigned a task as a result of either service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

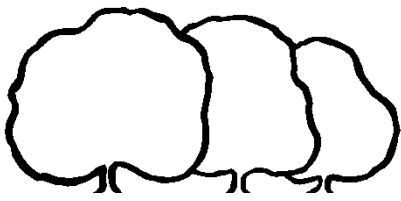
Total for Calendar Year 2013 Through 2/28/2013	
Service Requests 1,739	Work Orders 1,385

61 Working Days This Quarter = **40 Requests for Service per Day**

*Capturing Service Request data is currently in the process of being developed.

**Fleet Services track their work orders on a separate system called Faster. Fleet Work Order totals are not included in Calendar to Date totals.

***WPCF uses MP2, a maintenance management software that tracks work orders similar to the way we track work orders in Cityworks. WPCF totals are not included in Calendar to Date totals.



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: Approve On-Call Services Contract for Public Outreach – Municipal
Utilities

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to (1) execute a sole-source contract for On-Call Services for Public Outreach for Municipal Utilities with Kim Floyd Communications for a three-year period with options for awarding up to three additional one-year periods, and (2) authorize the City Manager to execute Task Orders as needed related to said Contract up to \$200,000.

Council Goal

This recommendation is consistent with the City's goal for Governance/Organizational Effectiveness which includes improving public information and outreach to engage the community in City issues and activities.

Fiscal Impact

The On-Call Services Contract will allow the City to prepare a scope of work specific to the type of public outreach needed. Individual task orders will be issued on a "not to exceed" basis based on the proposed budget for the scope of work. Costs will be based on actual expenses incurred to meet the requirements of the scope. The specific funding source and budget will be identified with each task order. It is anticipated that the water and sewer enterprise funds will be the source of most funding as the outreach is targeted at our municipal utilities. We currently have proposals from Ms. Floyd for water, sewer, and flood feasibility public outreach with a total not to exceed budget of \$116,500. We have requested that Council authorize a not to exceed budget authority of \$200,000 to allow task orders to be issued through the City Manager giving us the ability to focus public outreach efforts as needed in a timely and responsive manner.

There are no anticipated costs to the general fund.

Discussion

Kim Floyd Communications (Kim Floyd) has worked with the City for the past several years on public outreach related to the Surface Water Supply Project and the associated water rates required to support the regional and local projects. Not only did she coordinate all the public meetings and community outreach, but she crafted the successful Proposition 218 process that secured our water rates for the next four years. The previous public outreach effort was coordinated as part of the Woodland-Davis Clean Water Agency and as such Ms. Floyd's contract was issued through the Joint Powers Authority.

The City of Woodland now has a need to continue Ms. Floyd's work in public outreach to further our education, information and general community awareness related to all of our municipal utilities. We believe that the overall background, knowledge of our community and continuity that she brings is critical to continued successful civic engagement. It is for these reasons that we are recommending the sole source contract with Kim Floyd Communications.

There are three specific areas where we want initial focus: water, sewer, and our flood feasibility project. Continued outreach is needed to support our water utility as the Surface Water Supply Project moves forward and our consumption based billing continues. With the majority of our residential properties now on water meters, it is critical that the community understand how to read their utility bills and what efforts they can make towards managing water usage. Outreach will focus on water conservation, local water projects and on-going changes to water regulations.

The City has been working with HDR Engineering on an updated Sewer Rate Study and we are preparing to share those efforts with our Water Utility Advisory Committee. Based on their feedback and direction we will be requesting that the City Council move forward with adjustments to the sewer rates. It will be imperative that we educate our community through this process and that we proceed with a Proposition 218 process in a well informed and coordinated manner.

Finally, the City has been working with Fran Borcalli and a study team to look at alternatives to address flood issues associated with Cache Creek. The project is now at a point where stakeholders need to be identified to help review the study findings, answer questions, gain consensus on the issues, and solicit ideas on the potential alternatives. Extensive public outreach will be needed to facilitate this effort.

The City's Water Utility Advisory Committee has continually requested that the City ensure thorough community outreach and civic engagement. Staff agrees with this recommendation and believes that Ms. Floyd will successfully lead a consistent, well crafted approach.

Conclusion

Staff recommends that the City Council authorize the City Manager to (1) execute a sole-source contract for On-Call Services for Public Outreach for Municipal Utilities with Kim Floyd Communications for a three-year period with options for awarding up to three additional one-year

SUBJECT: Approve On-Call Services Contract for Public Outreach
– Municipal Utilities

PAGE: 3
ITEM:

periods, and (2) authorize the City Manager to execute Task Orders as needed related to said Contract up to \$200,000.

Prepared by: Lynn Johnson
Senior Management Analyst

Paul Navazio
City Manager

Attachment: Professional Services Agreement for Public Outreach for Municipal Utilities

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR
PUBLIC OUTREACH FOR MUNICIPAL UTILITIES**

CM #	
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This Agreement is made and entered into this ____ day of _____, 2013, by and between the City of Woodland, a California municipal corporation ("City") and Kim Floyd Communications ("KFC"), a SOLE PROPRIETORSHIP ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing public outreach services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the necessary professional public outreach consulting services ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from March 1, 2013 to March 1, 2016, unless earlier terminated as provided herein. Consultant shall complete the Services

within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the City and shall be undertaken and completed in a prompt and timely manner. The Consultant shall commence work on the individual task assignments agreements authorized by this Agreement upon execution of the task assignment agreement by City and the assignments shall be undertaken and completed in a prompt and timely manner.

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

2.3 Contract Extensions. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Agreement for an additional period not to exceed three years, executed in one year increments.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The compensation for each task assignment shall not exceed the amount agreed upon for the individual task assignment without City's prior written approval. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Kim Floyd.

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

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants

shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

6. INSURANCE.

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

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

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

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

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

6.2.3 Professional Liability. Professional Liability insurance for errors and omissions with aggregate limits of \$2,000,000, and \$1,000,000 per occurrence. Covered Professional Services shall specifically include all work to be performed under the Agreement.

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

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

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

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

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

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

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

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

6.3.2 The policy or policies of insurance required by Section **Error! Reference source not found.** Workers’ Compensation shall be endorsed, as follows:

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

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

6.3.3 The policy or policies of insurance required by Section 6.2.3 Professional Liability shall be endorsed, as follows:

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

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

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

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of

work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Lynn Johnson

Consultant:

Kim Floyd Communications
Kim Floyd
2152 Ranch View Drive
Rocklin, CA 95765

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

11.2 Indemnification.

11.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that

arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

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

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.21 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

KIM FLOYD COMMUNICATIONS

By: _____
Paul Navazio
City Manager

By: _____
Kim Floyd

Attest:

By: _____
Ana Gonzalez
City Clerk

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES AND COMPENSATION

See Next page

**City of Woodland – Municipal Utilities
Public Outreach – General Scope of Work
February 2013**



The City of Woodland intends to implement public outreach programs in support of proposed and ongoing rate increases and customer awareness activities related to water, sewer, stormwater and flood protection. The purpose of these programs is to increase customer and resident awareness of critical needs for the safe and prudent operation of municipal utilities. The City will utilize a broad spectrum of communication channels to reach its target audience in a manner that is informative and relevant. The following are likely tasks in ongoing public outreach efforts. A specific outreach plan will be developed for each program (ie. water) as the need arises.

Neighborhood Area Meetings

One of the most effective methods of sharing information and soliciting feedback is through face-to-face discussions. The City will organize community workshops on various utility issues to provide residents with information they need to make informed decisions. Workshops will be designed to facilitate meaningful two-way communication between the City and the customers it serves.

Outreach Materials

The City will utilize direct mail and partner with business/civic organizations and neighborhood associations to inform residents of community meetings and provide key information about municipal utilities. Tactics may include the following:

- Prop 218 Notices
- Newsletters
- Bill inserts
- Direct mail (meeting invitations, letters to customers)
- Doorhangers (to use for canvassing prior to community meetings)
- Tip/Fact sheets
- FAQs
- Newsletter articles (for submission to biz/civic orgs and NAs)
- Videos

Small Group Meetings/Presentations

The City has had success in presenting municipal utility issues to community organizations, such as business and civic groups, neighborhood associations and meeting with established groups such as the Yolo County Taxpayers Association on water rates and the surface water project. Presentations and meetings will be scheduled to update these groups and others on key issues, address questions and concerns, as well as discuss and solicit input on pending policy/operational changes regarding utility billing.

Website

The City's web pages will be organized and updated to ensure information is current and facilitate ease of use. The City may also explore the development of calculator tools, video and smartphone

apps that provide a direct link to utility information. The City may also explore increased use of social media, such as Facebook and Twitter.

Community Events

Whenever possible, the City will participate in community events (e.g. fairs, festivals, farmer's markets, etc.) to share information about utility issues. A calendar of potential events will be developed and analyzed in relation to the availability of staffing and other resources.

Media Relations

The City will develop opinion pieces and media releases to share information on important milestones and/or issues. Calendar releases will be used to announce community meetings, and paid advertising may be recommended for rate issues. Media reports will be monitored for accuracy, and media briefings with reporters will be conducted, as needed to better ensure fact-based reporting.

Team/City Meetings

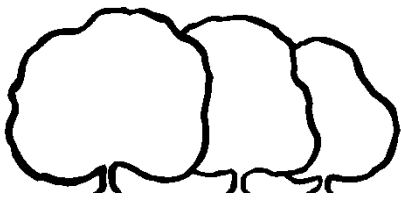
The consultant will meet with City staff as needed and upon request. This task is also meant to cover meetings with the Utility Advisory Committee and updates to the City Council, upon request.

2013 Hourly Rates

Principal - \$100/hour

Project Assistant - \$50/hour

Graphic Designer - \$65-\$85/hour



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: Hensel Phelps Construction Co. Lease Agreement

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to execute a lease agreement with Hensel Phelps Construction Co. for city owned property located at 1017 Main Street from April 1, 2013 through June 30, 2015.

Fiscal Impact

Hensel Phelps Construction Co. will pay \$1150/month to lease city property located at 1017 Main Street from April 1, 2013 through June 30, 2015 (\$13,800/year).

Background

The Parks & Recreation Department previously occupied 1017 Main Street, adjacent to Freeman Park, until the space was too small, through approximately 1995. United Way then leased the property from 1995 through January 2013. The property has been vacant since United Way terminated their lease.

Discussion

With the upcoming construction of the new Yolo County Courthouse, the construction management firm, Hensel Phelps Construction Co., will need a construction management office near the project site. The City's property located at 1017 Main Street is an ideal location for the construction management office because of its proximity to the project site. It should be noted that no construction equipment would be parked on this property. This property would solely be used for office purposes. Additionally, as part of the lease agreement, the Woodland Toy Library will continue to occupy their current location at the west end of the building.

Conclusion

Staff recommends that the City Council authorize the City Manager to execute a lease agreement with Hensel Phelps Construction Co. for city owned property located at 1017 Main Street from April 1, 2013 through June 30, 2015.

Prepared by: Christine Engel
Recreation Manager

Paul Navazio
City Manager

Attachment: Lease Agreement

LEASE AGREEMENT
between the
City of Woodland
and
Hensel Phelps Construction Co.

This Lease Agreement (hereinafter referred to as "Lease") is made and entered into this 1st day of April 2013, by and between the Hensel Phelps Construction Co., a Delaware corporation (hereinafter referred to as "Tenant") and the City of Woodland (hereinafter referred to as "Landlord").

Section 1. Premises

Landlord leases to Tenant, and Tenant leases from Landlord, the southern portion of a building owned by the City of Woodland located at 1017 Main Street, Woodland, California, 95695 ("Property"). The leased premises ("Premises") shall comprise of all portions of the Property except (1) the north portion of the Property known as "Room 9", occupied by the Toy Library and (2) the outside storage area ("Storage Area") as specifically designated on the building layout map, attached as Exhibit "A" and incorporated by reference.

Section 2. Parking

The Parking Lot adjacent to the building on the west side shall be posted designated parking for Tenant and The Toy Library Monday – Friday, 8:00 a.m. – 5:00 p.m.

Section 3. Term

The term of this Lease is for two (2) years and two (2) months ("Term"), commencing on April 1, 2013 and ending on June 30, 2015.

Section 4. Rental Terms

- A. Tenant shall pay to the Landlord monthly rental payments of One Thousand One Hundred Fifty Dollars (\$1,150.00) ("Rent"). Monthly rental payments shall be due on the first of each month and shall be late if not paid by the tenth of each month.
- B. All amounts required to be paid by this section shall be paid to the City of Woodland, 300 First Street, Woodland, California 95695.

Section 5. Use

- A. The Premises are to be used for the normal administration and operation of the Tenant. No part of the Premises shall be used for any different purpose except in the case of an approved sub-lease. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises or will cause a substantial increase in utility services normally supplied to the Premises. Tenant shall comply with all statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy or use of the Premises, including but not limited to: Yolo County Health

Department, City Building Codes, Cal OSHA Regulations, etc. Tenant shall not commit nor allow to be committed any waste in or upon the Premises.

- B. Tenant shall not store, place or maintain any Construction Equipment on the Premises or Property. Construction Equipment is defined as all tools, equipment and similar appliances used by Tenant on job sites for remodel, construction and similar purposes. Construction Equipment expressly does not include computers, office supplies and other items commonly and regularly used in an office setting.
- C. Tenant shall not use, occupy or enter the Storage Area and shall not permit any of its guests, employees, agents or anyone else to use, occupy or enter the same.

Section 6. Alterations

- A. Tenant shall notify Landlord if any alternations to the Premises are advisable. All other alterations shall be done by and at Tenant's sole expense with Landlord's prior written consent which by granted, conditioned or withheld in Landlord's sole discretion. Alterations made without prior written consent of the Landlord, shall be a breach of this Lease and, at the option of Landlord, shall cause a termination of this Lease.
- B. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 ½) times the estimated cost of any improvements, additions, alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmens' liens and to insure completion of the work. Should any liens or other clouds on Landlord's title to the Premises and/or the Property, Tenant agrees to reimburse the Landlord for all costs, including attorney's fees, incurred in removing said cloud from Landlord's title. Tenant agrees to hold Landlord harmless from any claims of its creditors resulting to Tenant's activities upon the Premises.
- C. Notwithstanding Subsection A, Tenant may conduct the following alterations: (1) construct interior walls and doors to form a new conference room within the area of the Premises identified as Room 1 on Exhibit A and (2) remove the two (2) half-height walls within the area of the Premises identified as Room 4 on Exhibit A. Tenant shall submit plans of all such work to Landlord and shall receive Landlord's written approval of the same before conducting any work. Tenant shall apply for and obtain all necessary permits and approvals for the work from Landlord's Community Development Department and shall complete such work in compliance with Subsection B. All work permitted by this subsection shall be at Tenant's sole cost and expense.

Section 7. Insurance

Tenant shall pay for and maintain insurance throughout the life of this Lease with general liability coverage of One Million Dollars (\$1,000,000) minimum coverage per occurrence (bodily injury and property damage). Tenant will furnish Landlord with proof of insurance issued by an insurer approved by Landlord showing the coverage to be in force and showing Landlord as a named

insured for all periods of the Term. Landlord and Tenant each waive rights of subrogation that may arise against the other because of any act covered by insurance.

Section 8. Default

Each of the following shall be an Event of Default under this Lease:

- A. If Tenant fails to make any payment required by the provisions of this Lease, when due;
- B. If Tenant fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;
- C. If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; and
- D. If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated as bankrupt, or if Tenant institutes any proceedings under any state or federal bankruptcy act by which Tenant seeks to be adjudicated as bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading or default;
- E. If Tenant causes and maintains an uncorrected unsafe condition for public use of the building.

Section 9. Remedies

Upon the occurrence of an Event of Default under this Lease by Tenant, Landlord is entitled at Landlord's option to the following:

- A. To re-enter and take exclusive possession of the Premises;
- B. To collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it becomes due;
- C. To continue this Lease in force or to terminate it at any time;
- D. To relet the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of Term to Tenant's continuing obligations under this Lease;
- E. To take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;
- F. To recover from Tenant the damages described in Civil Code 1951.2(a)(1), 1951.2(a)(2), 1951.2(a)(3), and 1951.2(a)(4), the provisions of which are expressly made a part of this Lease;

- G. To restore the Premises to the same condition as received by Tenant, in a condition suitable for reletting, all at Tenant's expense; and
- H. To enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

Any act that Landlord is entitled to do in exercise of Landlord's rights upon an Event of Default may be done at any time and in a manner deemed reasonable by Landlord in Landlord's sole discretion, and Tenant irrevocably authorizes Landlord to act in all things done on Tenant's account.

Section 10. Taxes

Tenant is hereby notified, pursuant to the requirements of Revenue and Taxation Code Section 107.6 that the private use of tax-exempt property may create a taxable possessory interest, and the party to whom such possessory interest vests may be subject to such tax.

Section 11. Maintenance and Repairs

Tenant acknowledges that the Premises are in good and safe condition and agrees to maintain the Premises in good and safe condition, including all interior surfaces of walls, flooring and floor coverings, windows, doors, and ceilings, exterior walls and roof of Premises, exterior landscape (lawns, trees, shrubs, irrigation system), plumbing and electrical of Premises, and all fixtures or equipment installed by Tenant. Subject to Section 17, Tenant promises to surrender the Premises at termination of this Lease in the same condition received, except for normal wear and tear and except for changes authorized by Landlord. Tenant agrees to make no repairs at the expense of Landlord. Any repairs due to normal wear and tear of the Premises in excess of \$500 will be the responsibility of the Landlord or Landlord may terminate this Lease if expenses are unreasonable to maintain as a public facility.

Section 12. Severability

The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

Section 13. Assignment Or Subletting

Tenant shall not assign or sublease this Lease without the prior express written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion, notwithstanding sections 1995.260 and 1995.270 of the California Civil Code, as they may be amended. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease. If rent is collected by Tenant for subletting the Premises the Landlord may adjust the terms of the rent for the Premises based on the amount of income collected by the Tenant for subletting the Premises.

Section 14. Entry

Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building. Landlord reserves the right to enter the Premises for an annual safety inspection with advance notice.

Section 15. Signs

Tenant shall not place or permit to be placed, upon, about, or outside the Property any sign, notice, or display of any kind, without prior written consent of Landlord. Signs must conform to and be approved in writing by the Landlord's Community Development Department.

Section 16. Holding Over

This Lease shall terminate without further notice at the expiration of the Term. Any holding over shall not constitute a renewal or extension.

Section 17. Destruction

If the Premises are damaged or destroyed by fire or other casualty not caused by Tenant's misconduct or negligence, so that the Premises are unusable for Tenant's intended purposes under this Lease, Landlord shall, within ten (10) days, determine if Landlord's insurance will cover the damage or destruction, and shall estimate the time necessary to repair such damage or destruction. If Landlord's insurance is insufficient to cover repair of the Premises and/or if repair of the Premises will require more than sixty (60) days, Landlord shall be entitled to terminate this Lease. In case of damage to one-third (1/3) or more of the building in which the Premises are located, Landlord may elect to terminate this Lease, whether the Premises are damaged or not. Tenant waives the benefits of Civil Code sections 1932 (2) and 1933 (4).

Section 18. Indemnity

Tenant agrees to indemnify, hold harmless, and defend Landlord from all claims and liability of every kind, including court costs and attorney fees, arising in any way from any occurrence on the Premises, or related to the use or occupancy of the Premises. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

Section 19. Landlord's Right To Perform For Tenant

If Tenant fails to perform any obligation under this Lease, Landlord shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default, the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

Section 20. Termination of Lease

Landlord may terminate this Lease, without cause, upon one hundred-twenty (120) days' written notice to Tenant.

Section 21. Notices

Any notice under this Lease shall be given by mailing the notice, postage prepaid, by certified mail, return receipt requested, to Tenant at the Premises or any other address set forth adjacent to Tenant's signature below and to Landlord at the address set forth adjacent to Landlord's signature below, or to any other place designated in writing by the parties.

Section 22. Titles

The titles or headings to paragraphs shall have no effect on interpretation or provisions.

Section 23. Successors

The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

Section 24. Waiver

The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

Section 25. Janitorial Services/Utilities

Tenant shall arrange and pay for janitorial service for the Premises, excluding Toy Library or any other occupant of that portion of the Property known as "Room 9". Tenant shall also arrange and pay for utility bills for the following services for the Property, including the cost of such utilities used by Toy Library or any other occupant of Room 9 subject to the provisions of Section 32: gas, electric, water, sewer, and garbage. In the event Tenant desires telephone, cable, internet or other additional utility services at the Premises, Tenant shall be solely responsible for the costs of such services. However, Tenant shall not be responsible for the cost of any utility service provided to Toy Library or any other occupant of Room 9 except those expressly listed above.

Section 26. Entire Agreement

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in the Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

Section 27. Time of The Essence

Time is of the essence in the performance of Tenant's obligations under this Lease.

Section 28. Governing Law and Venue

This Lease shall be governed by and construed in accordance with California law. Any action to interpret or enforce this Lease shall be brought and maintained exclusively in the courts of and for the County of Yolo or the federal Eastern District of California, as applicable.

Section 29. Exhibits

Exhibits attached to this Lease are hereby incorporated by this reference and made a part hereof.

Section 30. Attorneys Fees

In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provision herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

Section 31. CASp Inspection

As required by Civil Code section 1938, Tenant is notified that the Premises and Property have not been inspected by a Certified Access Specialist ("CASp").

Section 32. Right of First Refusal for Room 9

In the event the Toy Library's lease for Room 9 is terminated or expires, Landlord shall provide Tenant with written notice of such termination or expiration and provide Tenant with a right of first refusal to lease Room 9 for \$100 per month on the same terms and conditions as the Premises. Tenant shall accept such offer within fourteen (14) days of Landlord's notice pursuant to this Section or such right of first refusal shall be deemed to have been waived and/or rejected by Tenant. In the event that the Tenant exercises its right of first refusal, the parties shall document such election in a written amendment to this Lease.

In the event that Tenant does not exercise its right of first refusal, Tenant shall remain responsible for the payment of utilities as specified in Section 25. However, in the event any new tenant of Room 9 uses utility service substantially above historic utility use of Room 9 by the Toy Library, Tenant shall not be reasonable for such overage which shall be the obligation of the new tenant. In the event Tenant believes utility usage substantially exceeds historic utility use, Tenant shall submit documentation to Landlord demonstrating such overage, which Landlord shall review and approve in its reasonable discretion.

Section 33. Hazardous Substances

Tenant shall not generate, use, store or dispose of any hazardous substance on the Premises or Property except in accordance with all applicable Federal, State and local laws and regulations. Tenant shall hold Landlord harmless from and indemnify Landlord against and from any damage, loss, expenses or liability resulting from any generation, use, storage or disposal by Lessee of any hazardous substance on the Premises or Property. "Hazardous substance" shall be interpreted

broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or other similar term of any Federal, State or local environmental law, regulation or rule now in effect or promulgated in the future as such laws, regulation or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, gasoline and other fuel, oil, grease and battery acid, or any substance which after release into environment will or may reasonably be anticipated to cause sickness, death or disease.

Section 34. Prevailing Wages

Tenant is aware of the requirements of Labor Code section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If any improvement is subject to the Prevailing Wage Laws, Tenant agrees to fully comply with such Prevailing Wage Laws.

Executed the day and year above written, by the parties as follows:

CITY OF WOODLAND

By: _____ Date: _____
Paul Navazio, City Manager
City of Woodland
300 First Street
Woodland, CA 95695
(530) 661-5850

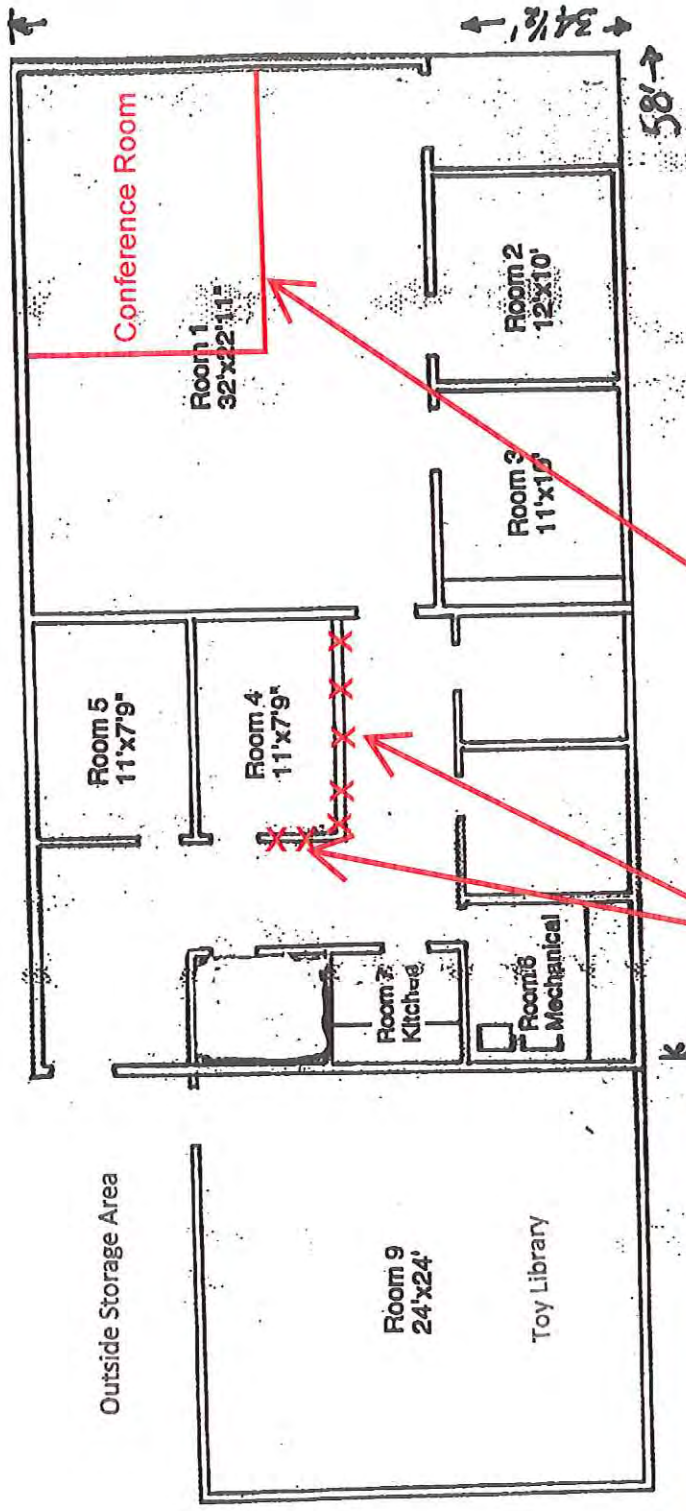
HENSEL PHILIPS CONSTRUCTION CO.

By: _____ Date: _____
David Tompkins
Hensel Phelps Construction Co.
226 Airport Parkway, Suite 150
San Jose, CA 95110
(408) 452-1800

Attachments: Building Layout Map (Attachment A)

Exhibit A

Hensel Phelps



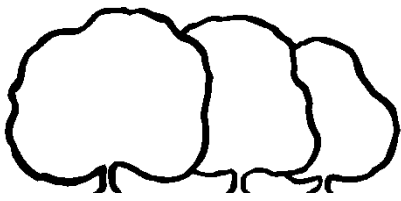
Hensel Phelps would like to remove these two (2) existing half height walls

Hensel Phelps would like to add these two (2) new full height walls to create a conference room. Size TBD, entry would be on the west wall

SCALE 3/32"
1' = 3/32"

Toy Library = 576 square feet = 22.4%

Hensel Phelps = 2001 square feet = 77.6 %



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 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

Paul Navazio
City Manager

Attachment

COUNCIL LONG RANGE CALENDAR

Items subject to removal and/or rescheduling

Tuesday, March 26, 2013

Reports due 3/5

Study Session

Spring Budget Workshop (Tentative)
Vehicle Funding Package

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.
Approve Final map and Subdiv. Improvement Agreement for Map No. 5019 Meikle 4C & A
Approve Recommended Priority List Projects to be funded w/2007 RDA Tax Allocation Bond Proceeds
Water Meter Project Phase 3 Award Contract, CIP 12-09
Award Construction contract for the Water Meter Pavement Mntnc Project, CIP 12-10
YMCA Fitness & Wellness Center Lease
Hensel-Phelps Lease (United Way)
Long Range Calendar

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
Long Range Calendar

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):

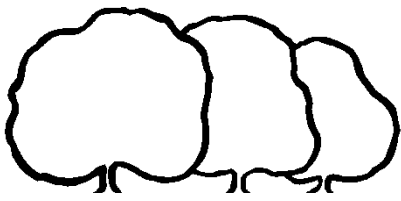
City Council Goals/Progress Report

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 19, 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

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

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.¹

¹ 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.

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

- 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
(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:	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. 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.
(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;	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. Multi-Family vs. Single Family Ratio 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,

	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 6.1du/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. (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,
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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 8th 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

	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. 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. Conclusion 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.
(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	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.
(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:	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: • Memorandum Land Use Modifications – Infrastructure Capacity, Cunningham Engineering. April 26, 2011.

	• Woodland Joint Unified School District, Action minutes from April 14, 2011. • Trip Generation Memorandum, KD Anderson & Associates Inc. May 18, 2011 In addition, at the time of submittal for a tentative map application, additional site specific studies will be prepared.
(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

required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.	Century EIR is the appropriate documentation prepared for the project.
(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.	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.
(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.	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.

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:

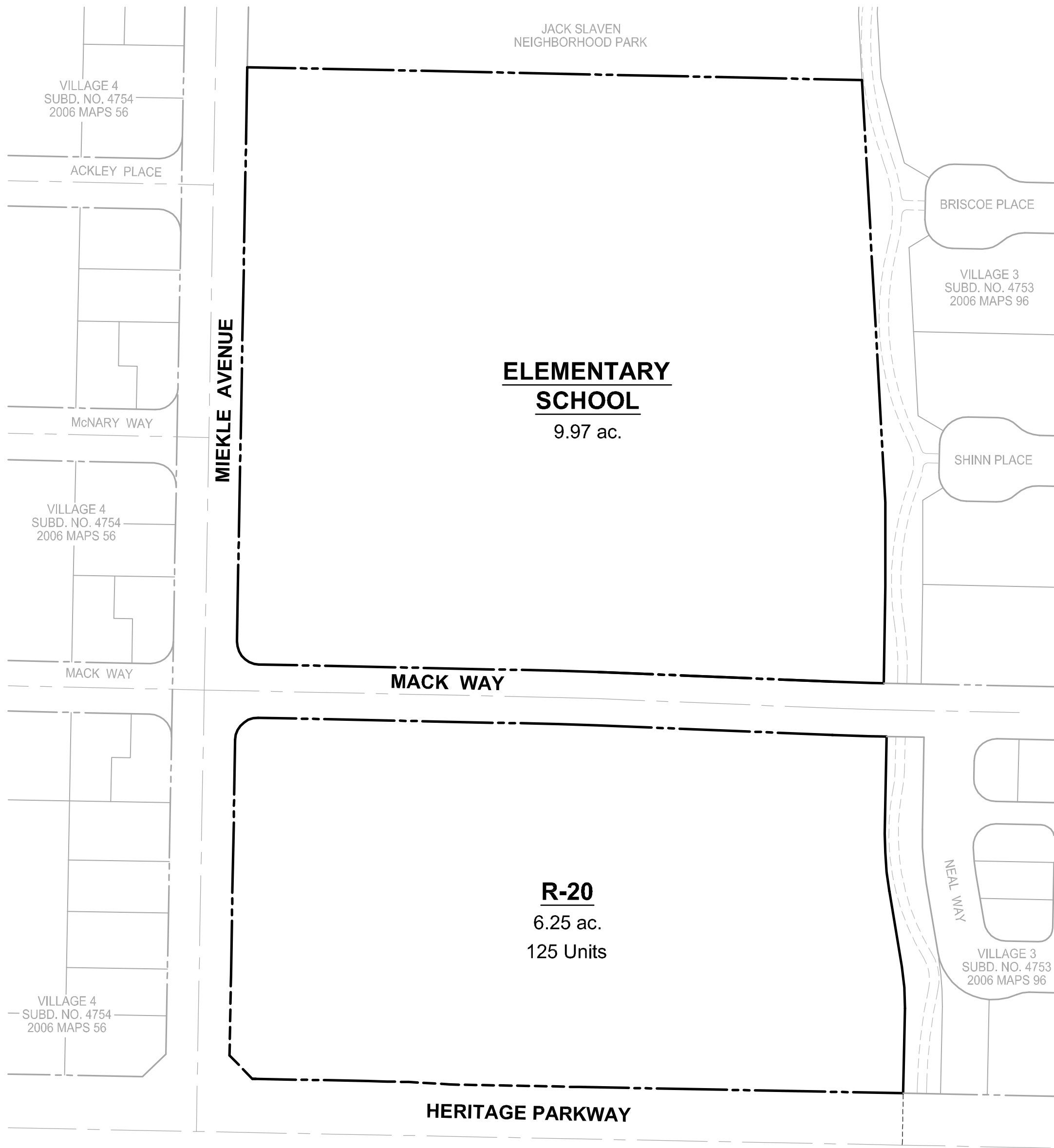
APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

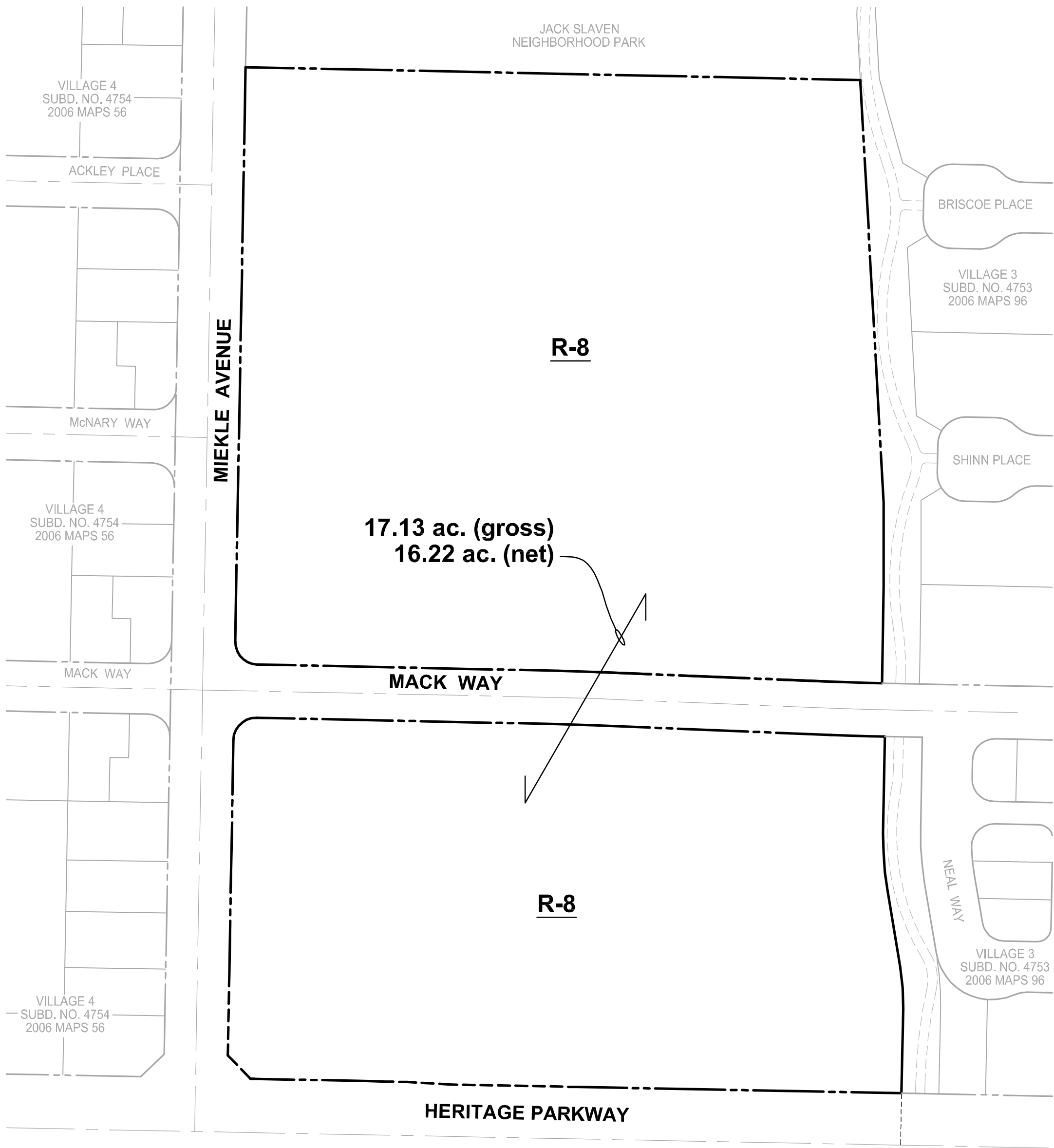
Andrew Morris, City Attorney

Dated:_____

Exhibit "1" - Spring Lake Specific Plan Amendment Exhibit

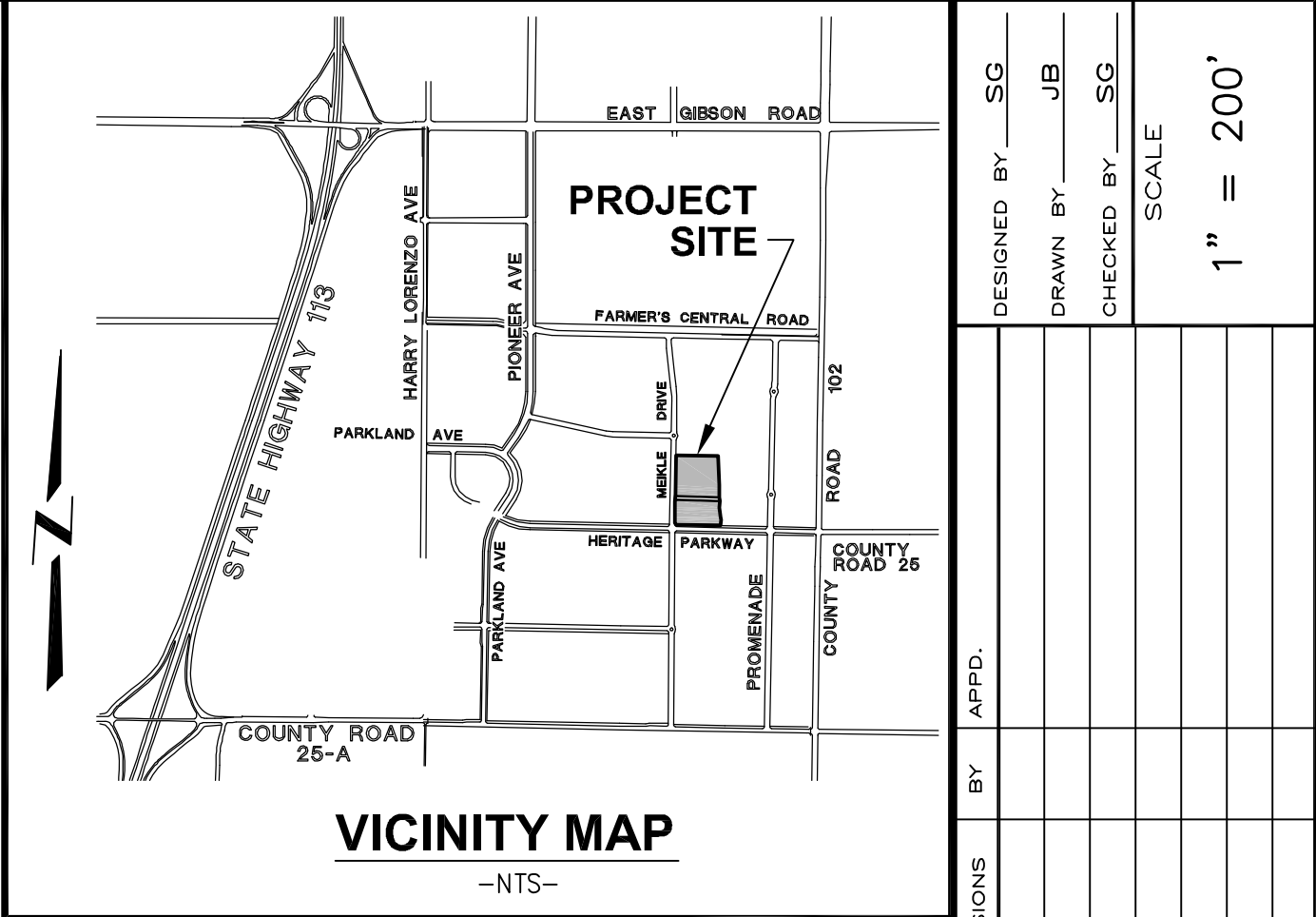
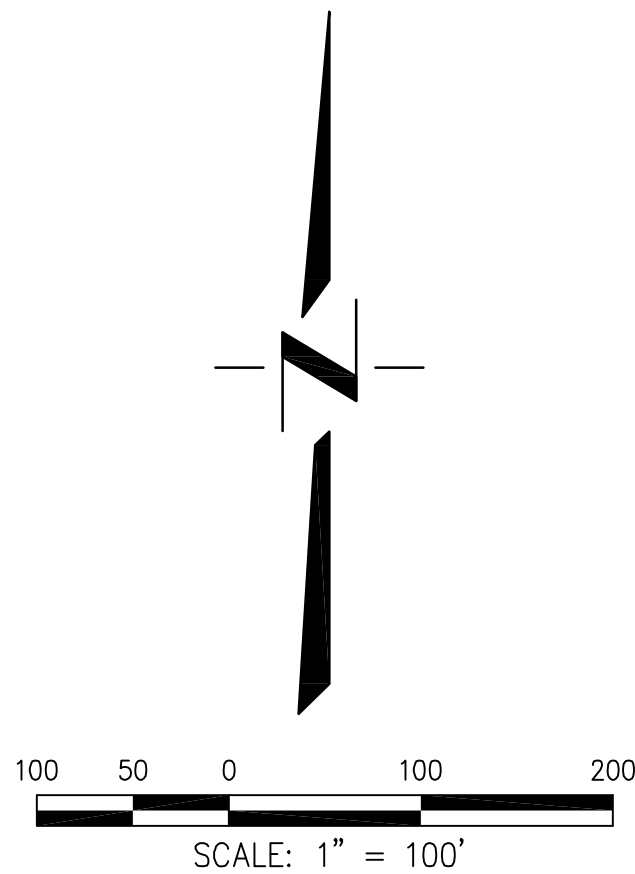


EXISTING SPECIFIC PLAN



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 Spallard 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-SUNBEE ENGINEERS

CITY OF WOODLAND
SPRING LAKE SPECIFIC PLAN
AMENDMENT EXHIBIT
PARKVIEW
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

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

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 Very Low, Low, and Moderate	Above Moderate	Total
Total RHNP Allocation (2006-2013) (see Table I.25)	425	266	238	929	942	1,871
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
Remaining Need (2)	-62	+33	-215	-369	+173	+564 (3)

- (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

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
TOTAL	-	-	-	21.64	30.43	52.07	760

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

Zone	Maximum Density (Units/ Acre)	Acreage	Residential Holding Capacity (Units)
Single Family	-	592.3	2,971
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
Multifamily	-	60.5	971
R-15	15.0	32.7	491
R-20	20.0	16.55	355
R-25	25.0	5.0	125
Total	-	652.8	3,942

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
Zone R-1								
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	
Zone R-2								
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	
Zone RM								
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
SLSP (Zone R-20)								
SLSP (Zone R-25)								
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
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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
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CBD

40	514-518 MAIN ST	006-561-06-1	0.18	CC	CBD	Redevelopable	2 In RDA
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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	
TOTAL ACREAGE			52.07				764 TOTAL UNITS	

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)
)

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.

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personally appeared _____, proved to me on the basis of
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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)

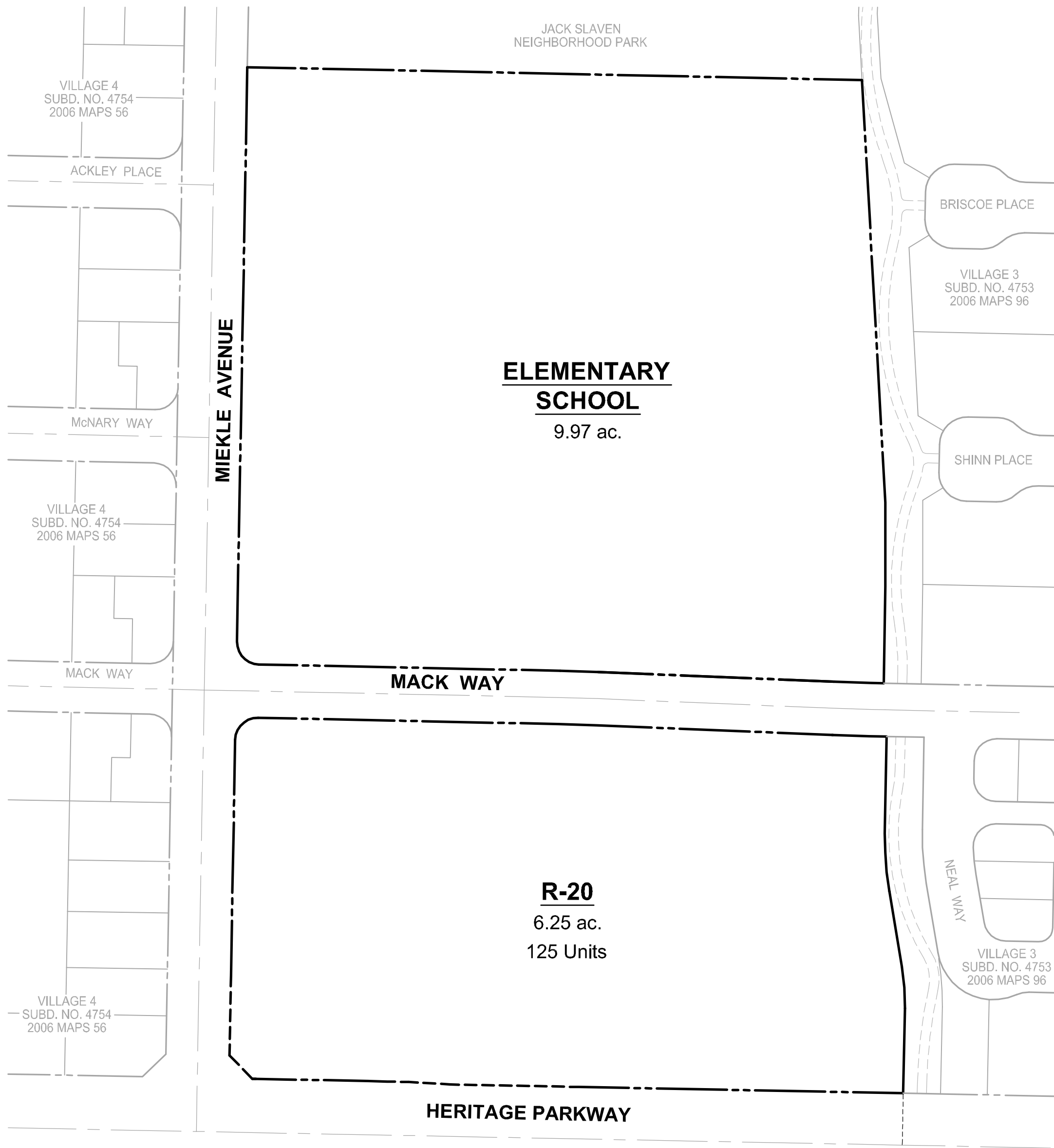
APN: 042-010-084 (Affects Lot O)

Exhibit A

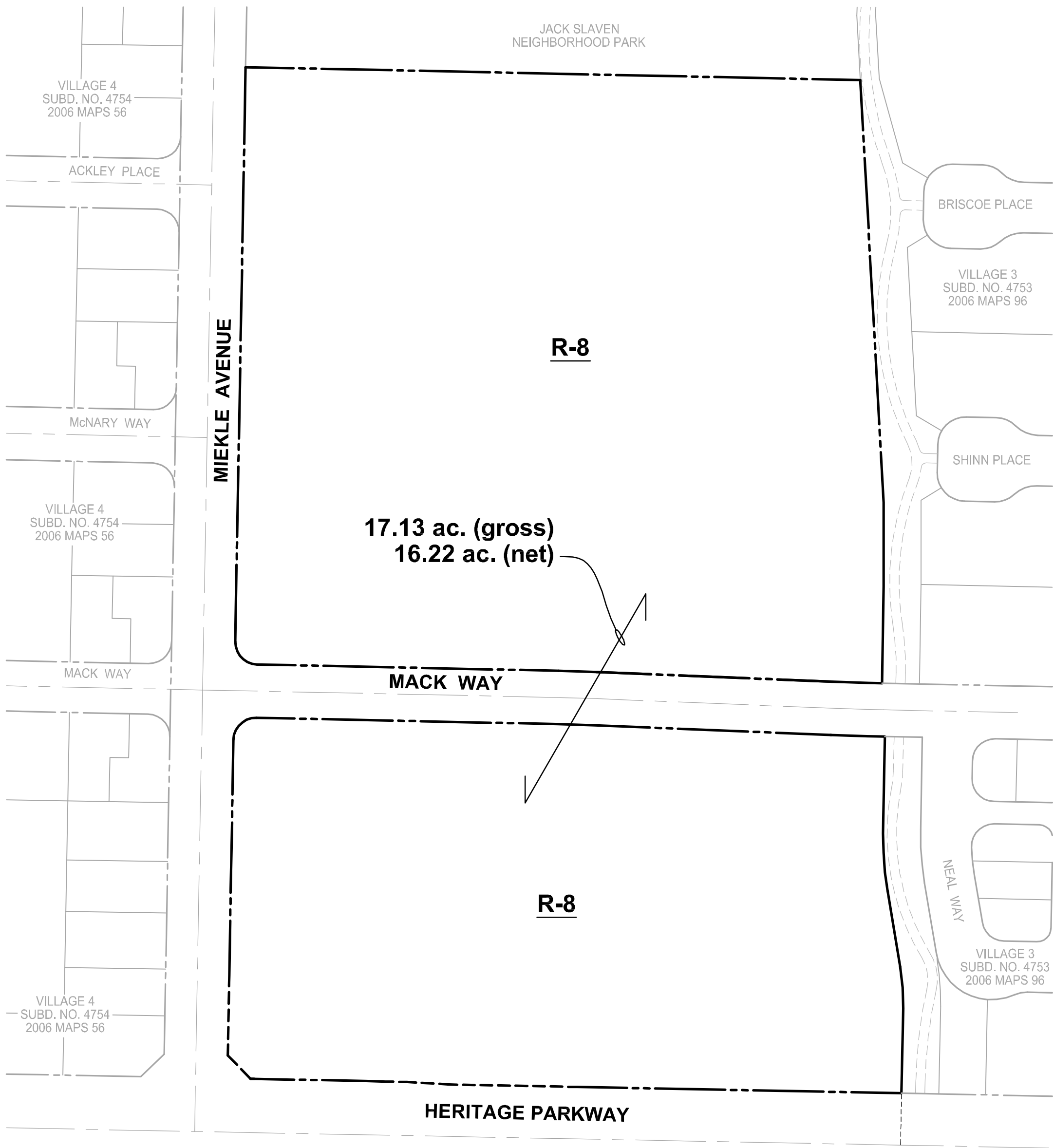
EXHIBIT “B”

(Map of the Property)

Exhibit B

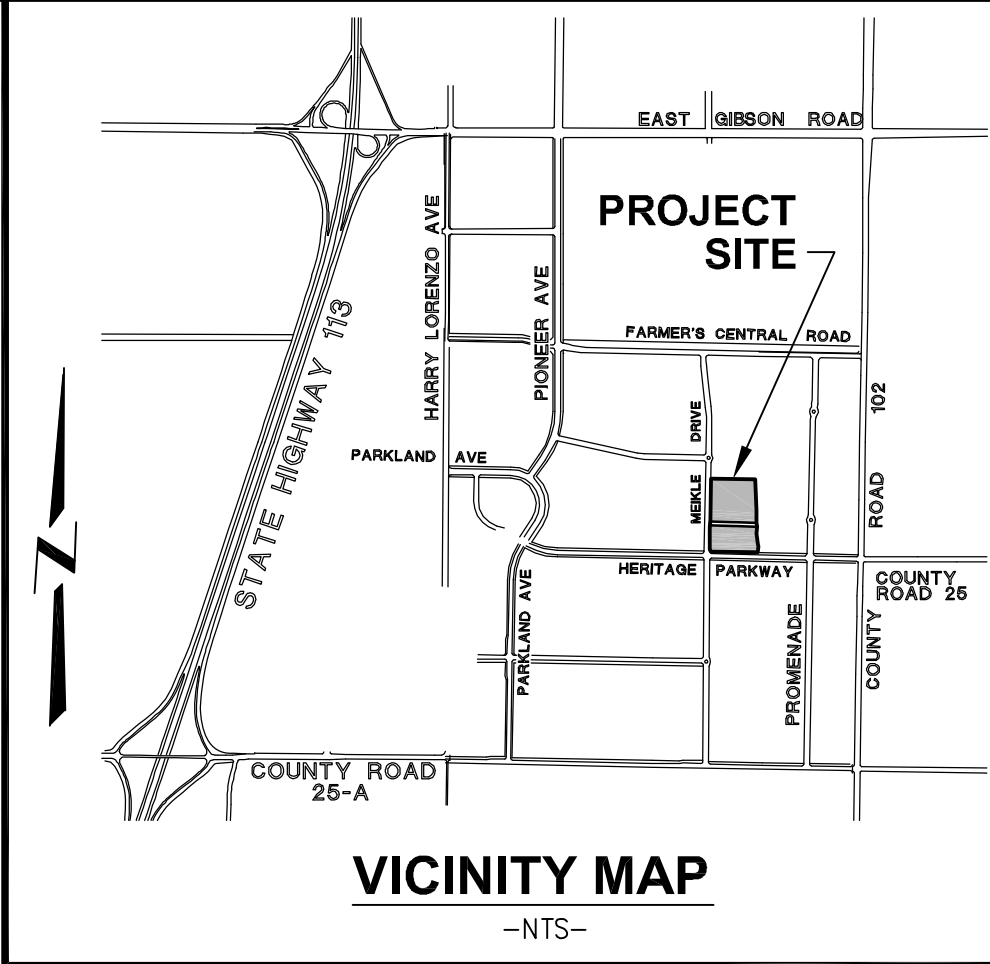
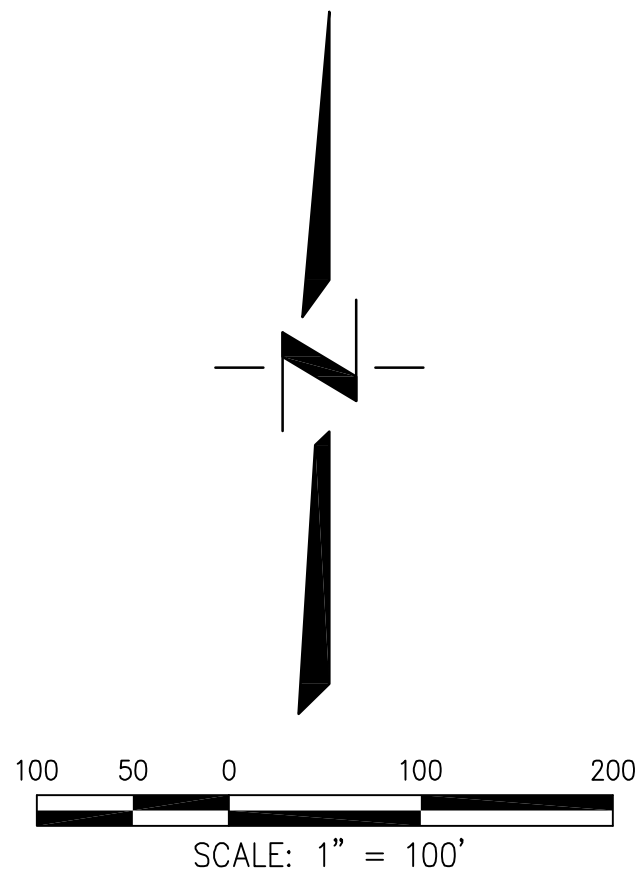


EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

EXISTING LAND USE				PROPOSED LAND USE			DIFFERENCE	
LAND USE SUMMARY				AREA	TOTAL UNITS	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	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

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), 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 Miekle 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.

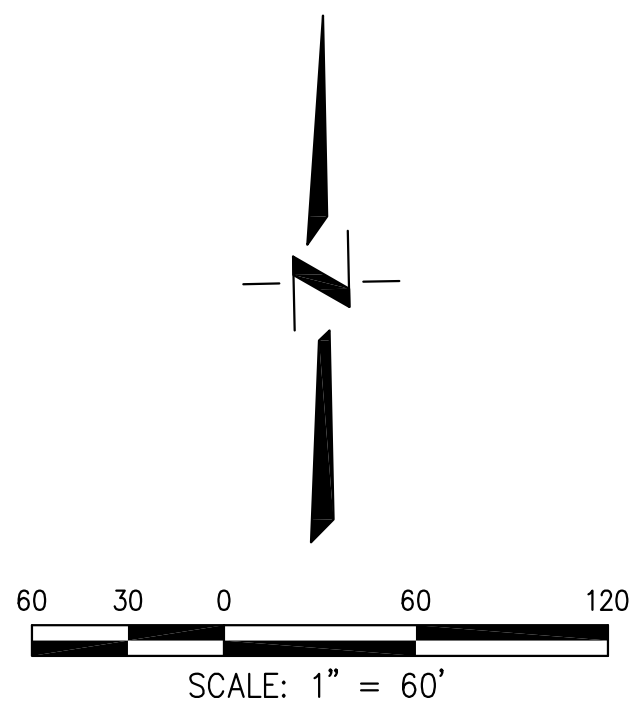
Police Department

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 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

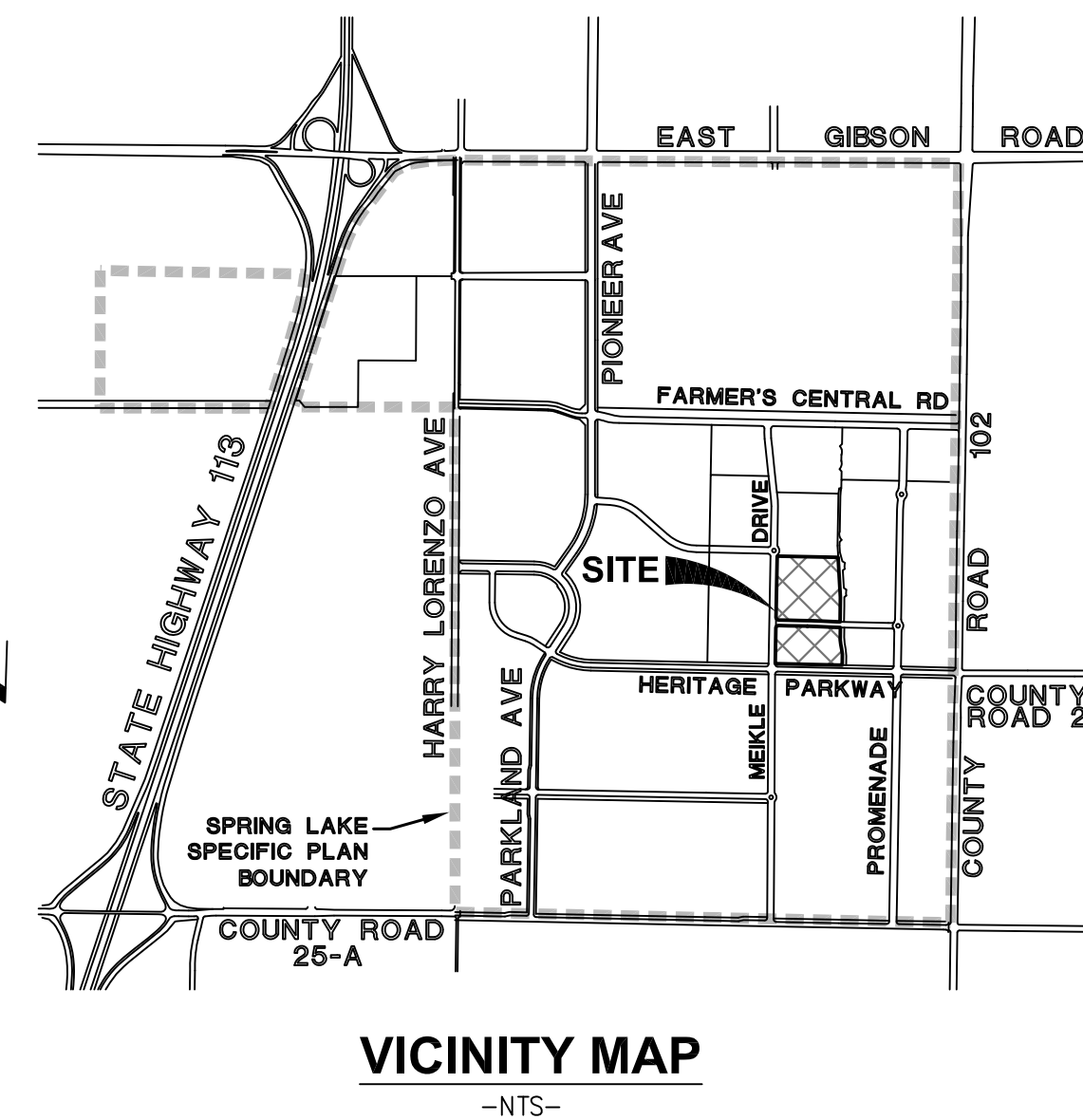
LAND USE SUMMARY					
USE	AREA (GROSS)	AREA (NET)	# UNITS	DENSITY (GROSS)	DENSITY (NET)
R-8 (PHASE 1)	5.04 AC.	4.83 AC.	36	7.14 du/ac	7.45 du/ac
R-8 (PHASE 2)	5.38 AC.	5.12 AC.	31	5.76 du/ac	6.05 du/ac
R-8 (PHASE 3)	6.71 AC.	6.21 AC.	41	6.11 du/ac	6.60 du/ac
GREENBELT LOT B		<0.02 AC.>	0		
EXISTING MACK 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 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"

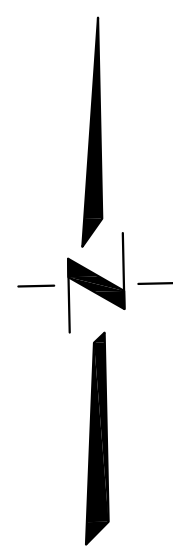
CITY OF WOODLAND

PG & 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.

DATE: 12/08/11		SHEET C01 OF 3		SPRING LAKE SPECIFIC PLAN PARKVIEW TENTATIVE SUBDIVISION MAP #5004 STREET AND LOTTING PLAN CITY OF WOODLAND CALIFORNIA	
JOB NO: 1172.03				 Project Planning ■ Civil Engineering ■ Landscape Architecture SACRAMENTO OFFICE 220 20th Street, Suite Three Sacramento, CA 95818 (916) 462-2026 DAVIS OFFICE 2440 Spafford Street, Suite 200 Davis, CA 95618 (530) 752-2026 CECWEST.COM	
NO.		DATE		REVISIONS	
BY		APPRD.		DESIGNED BY: AK	
CHECKED BY: SG		DRAWN BY: LE		SCALE	
AS SHOWN					



VILLAGE 4
MAP #4754

MIEKLE AVENUE

EXISTING PARK

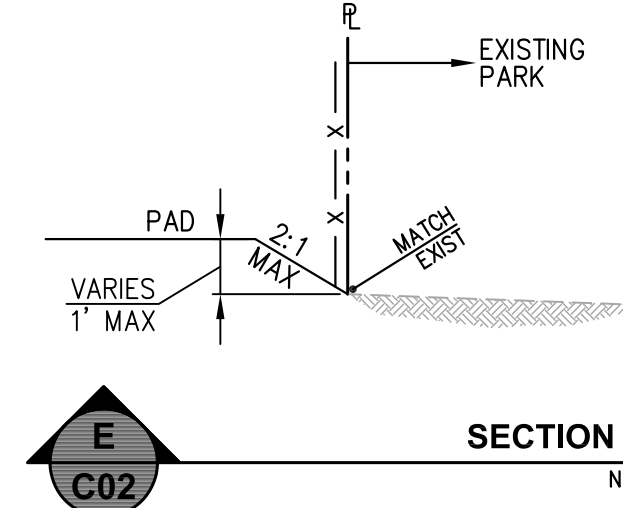
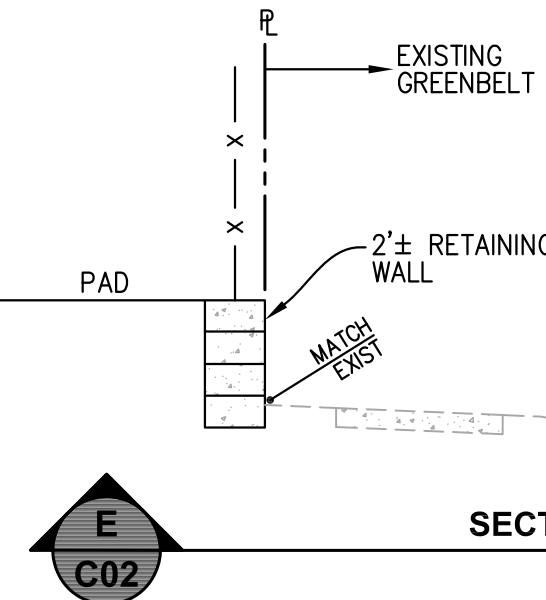
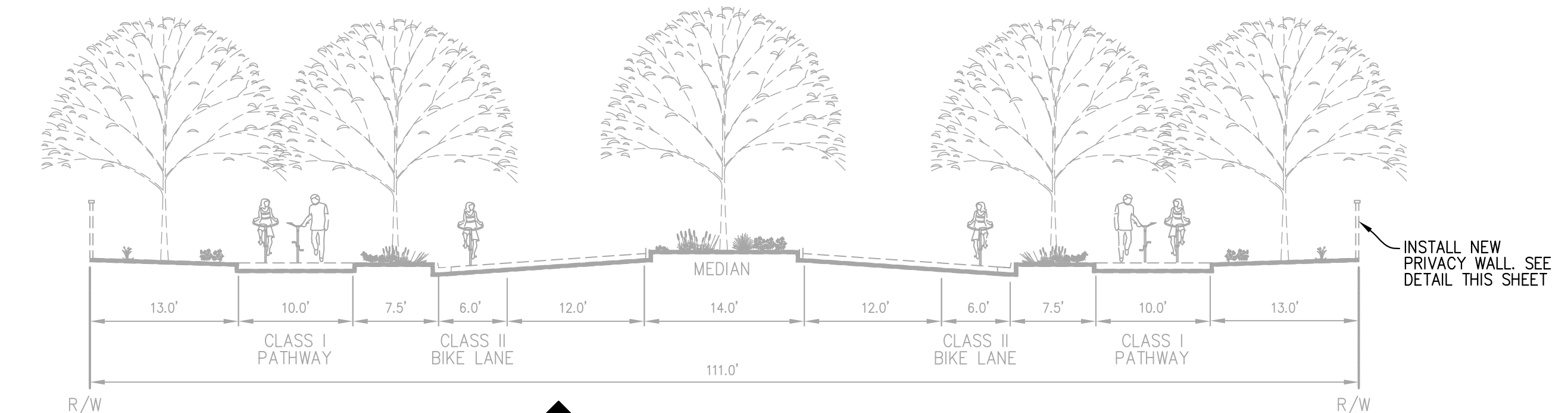
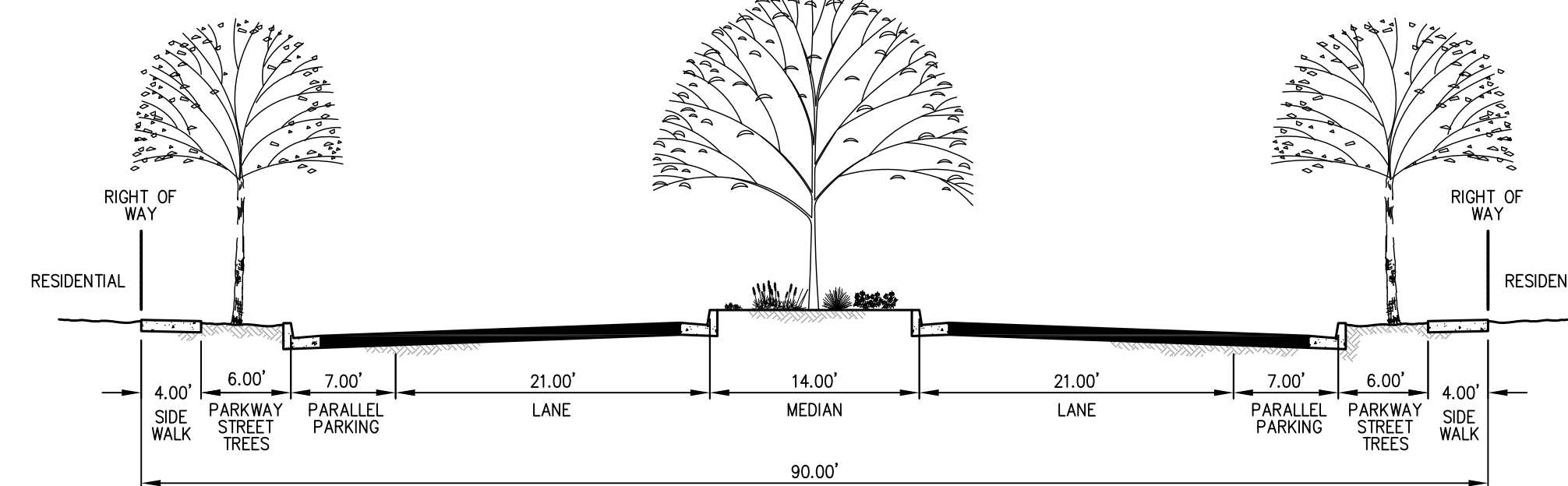
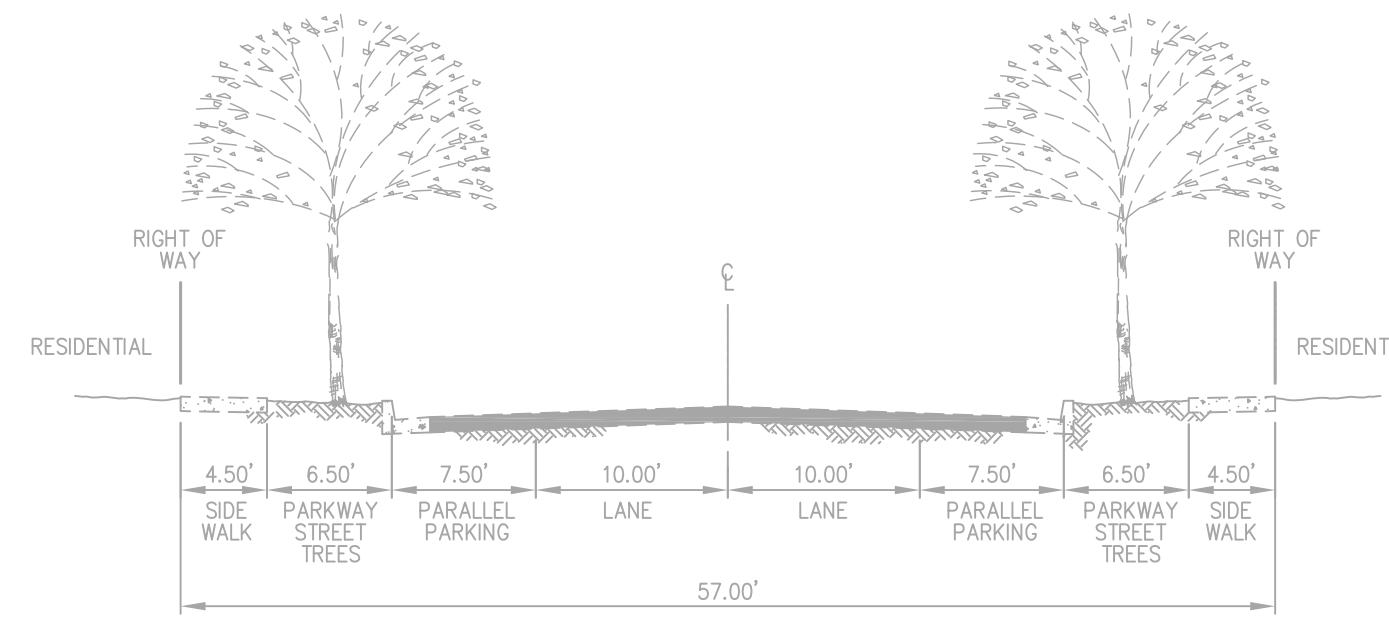
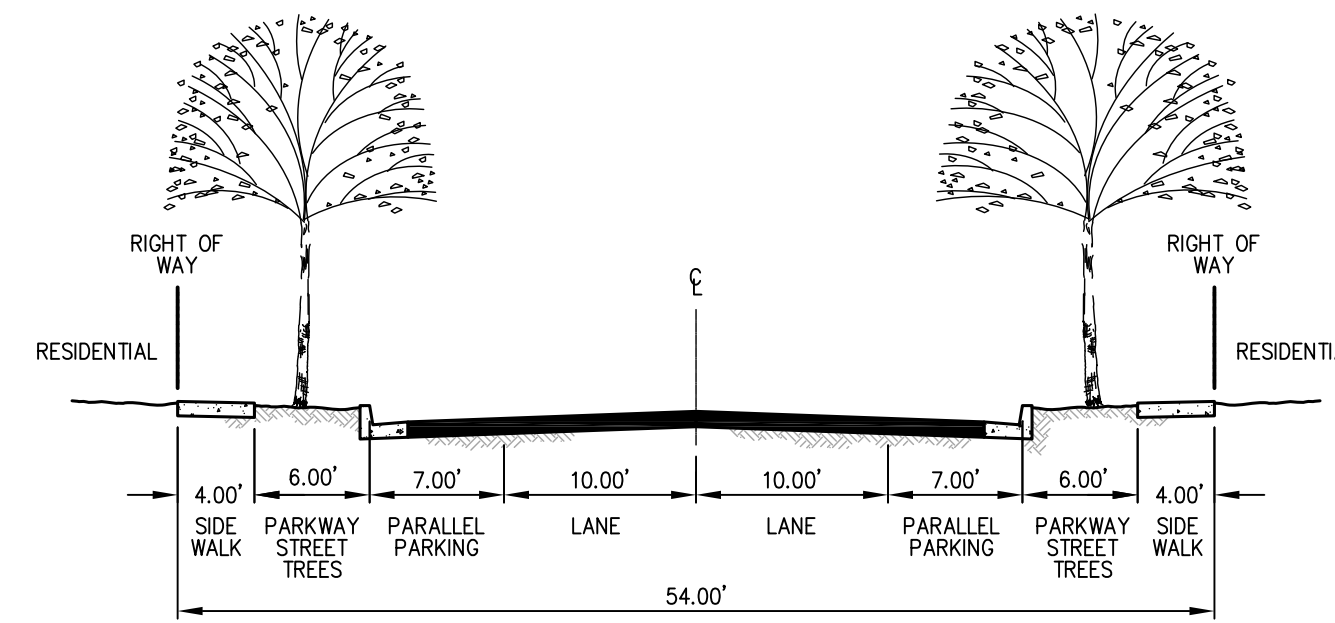
ABBREVIATIONS:	
FL	FLOW LINE
GB	GRADE BREAK
HP	HIGH POINT
INV	INVERT
LP	LOW POINT
O.R.	OVERLAND RELEASE

LEGEND

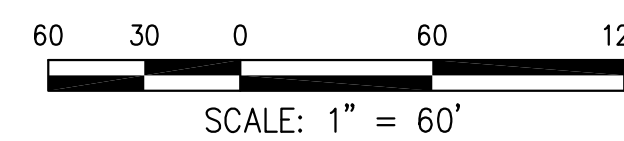
- ORIGINAL GRADE
- PAD GRADE
- LOT NUMBER
- PROPOSED STREET GRADE AND DIRECTION
- FINISH GRADE ELEVATION
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN MANHOLE
- EXISTING STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
- PROPOSED STORM DRAIN 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.



PRIVACY WALL DETAIL



SCALE: 1" = 60'

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.

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)

HERITAGE UNIT 4A
MAP #4817

HERITAGE UNIT 1
MAP #4650

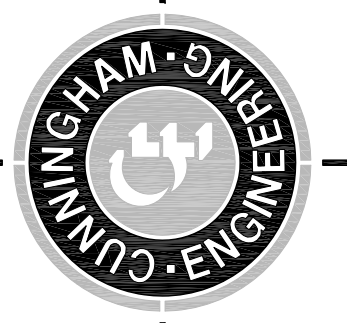
SPRING LAKE SPECIFIC PLAN
PARKVIEW
TENTATIVE SUBDIVISION MAP #5004
GRADING AND DRAINAGE PLAN

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



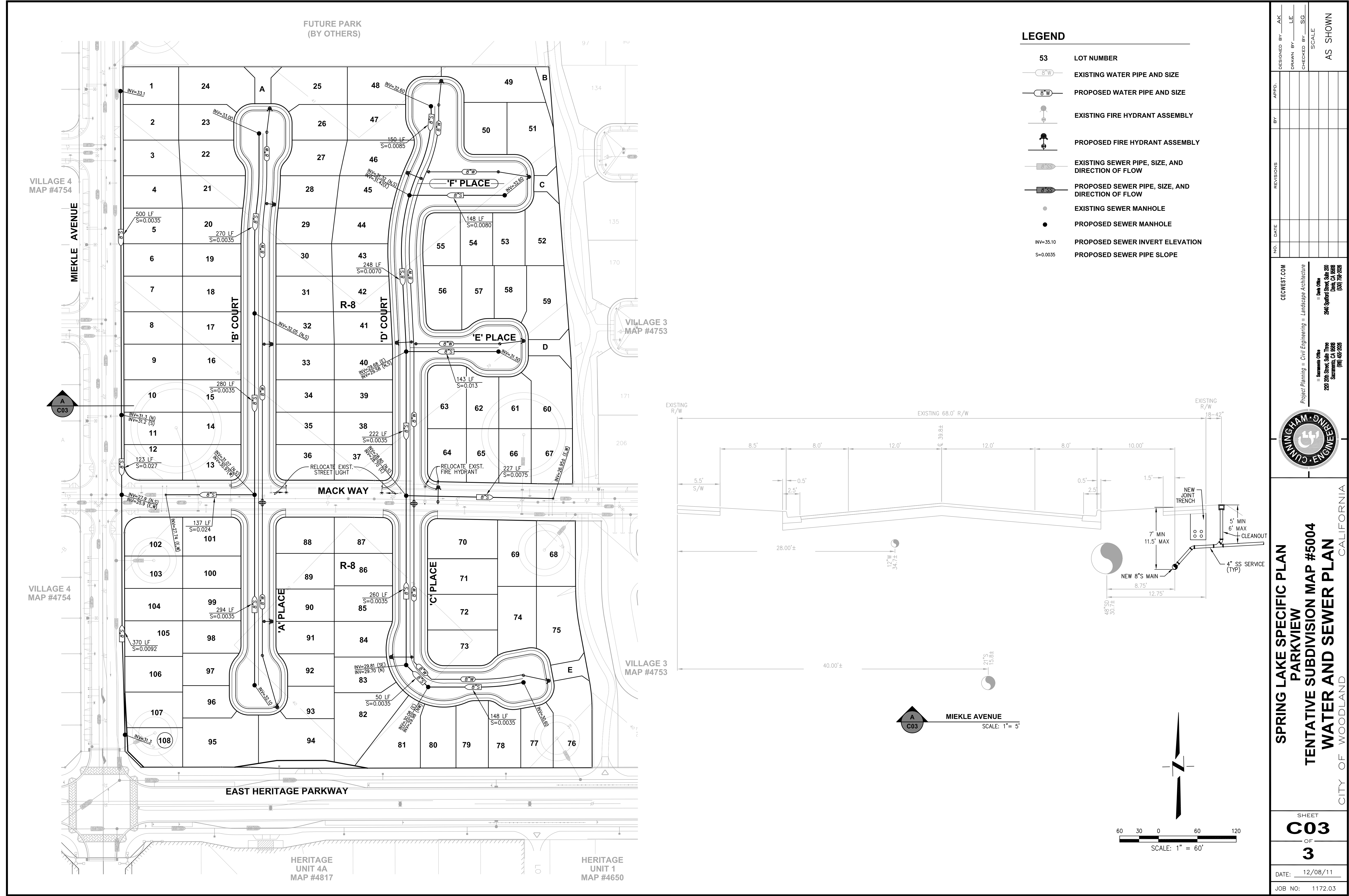


EXHIBIT “D”

(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 and acres (1)	Percent of Total	Comments
Single Family (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 (R-15 – R25 Density)	1,186	28.6%	Includes the R-15 cluster units
Total Units	4,149		
Total developable acres and net plan density	684.9	4,149/ 684.9= 6.05 net 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
R-20 Multi-Family Residential (15 du/ac)	125	6.22	R-8 Single-Family Residential (6 - 8 du/ac)	41	6.22	- (84)	0
SCHOOL Elementary School	0	10.0	R-8 Single-Family Residential (6 - 8 du/ac)	67	10	67	0
Net Change for Units and DUEs							
Total Units	125		Total Units	108		- (17)	
Dwelling Unit Equivalent (DUE) 0.66*	82.5		Dwelling Unit Equivalent (DUE)	108		25.5	

- 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.

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:**

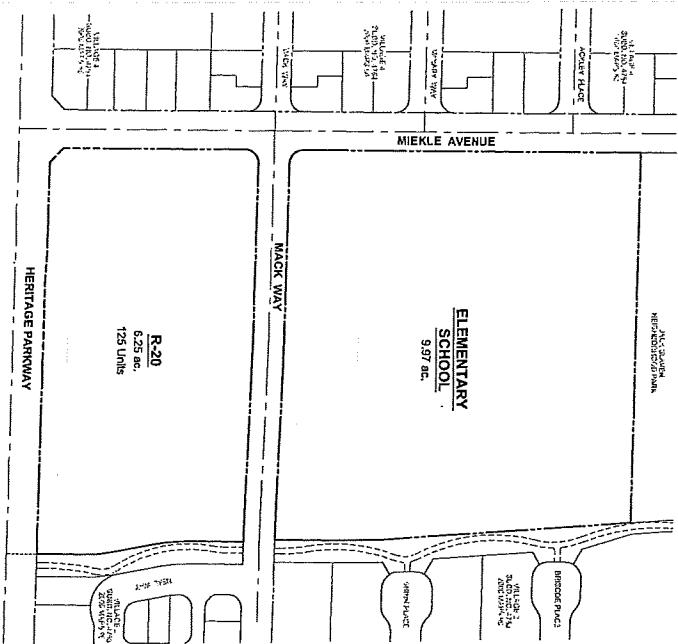
1. Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; (**Attachment "F"**);
2. Adopt the attached Resolution 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:

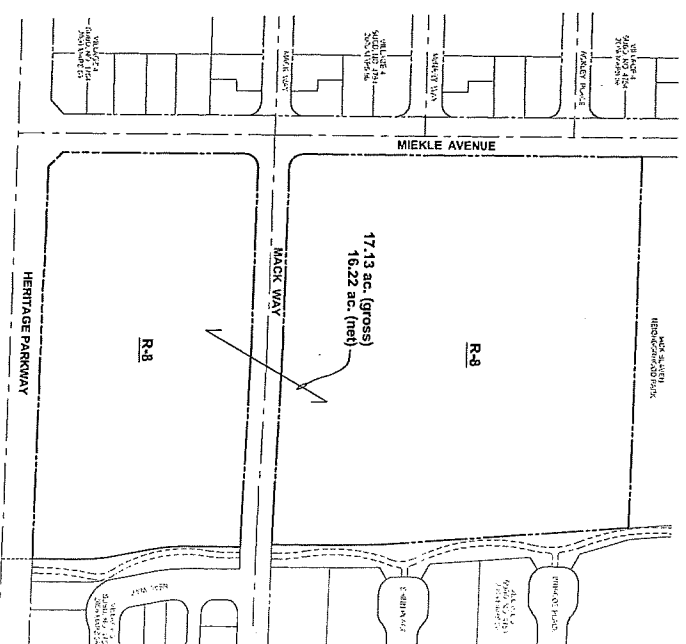
- Attachment "A"** – TOC 160 West TM # 4649
Attachment "B" – Rezone Exhibit
Attachment "C" – Tentative Subdivision Map # 5004
Attachment "D" - Lot Matrix
Attachment "E" - Yolobus Letter Dated 10.13.11
Attachment "F" – Resolution Approving the CEQA Addendum
Attachment "G" – Resolution Amending Spring 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

ATTACHMENT B

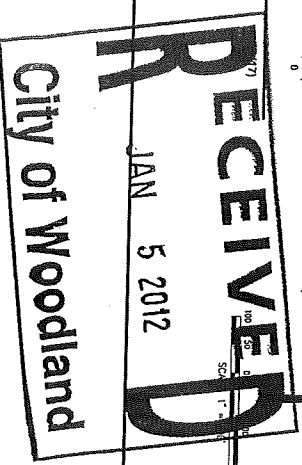
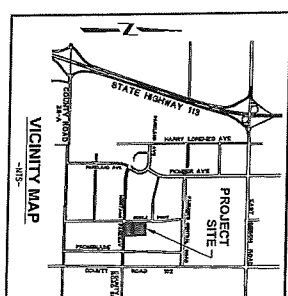


EXISTING SPECIFIC PLAN



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		

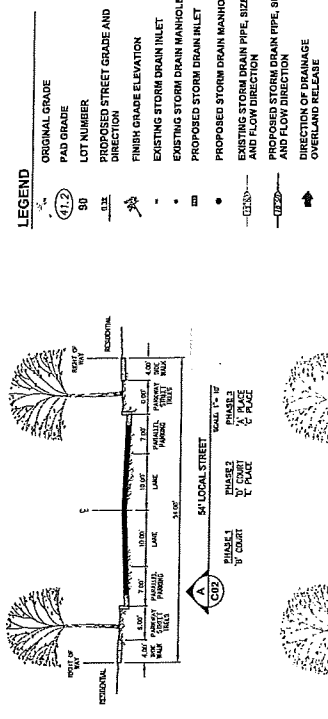
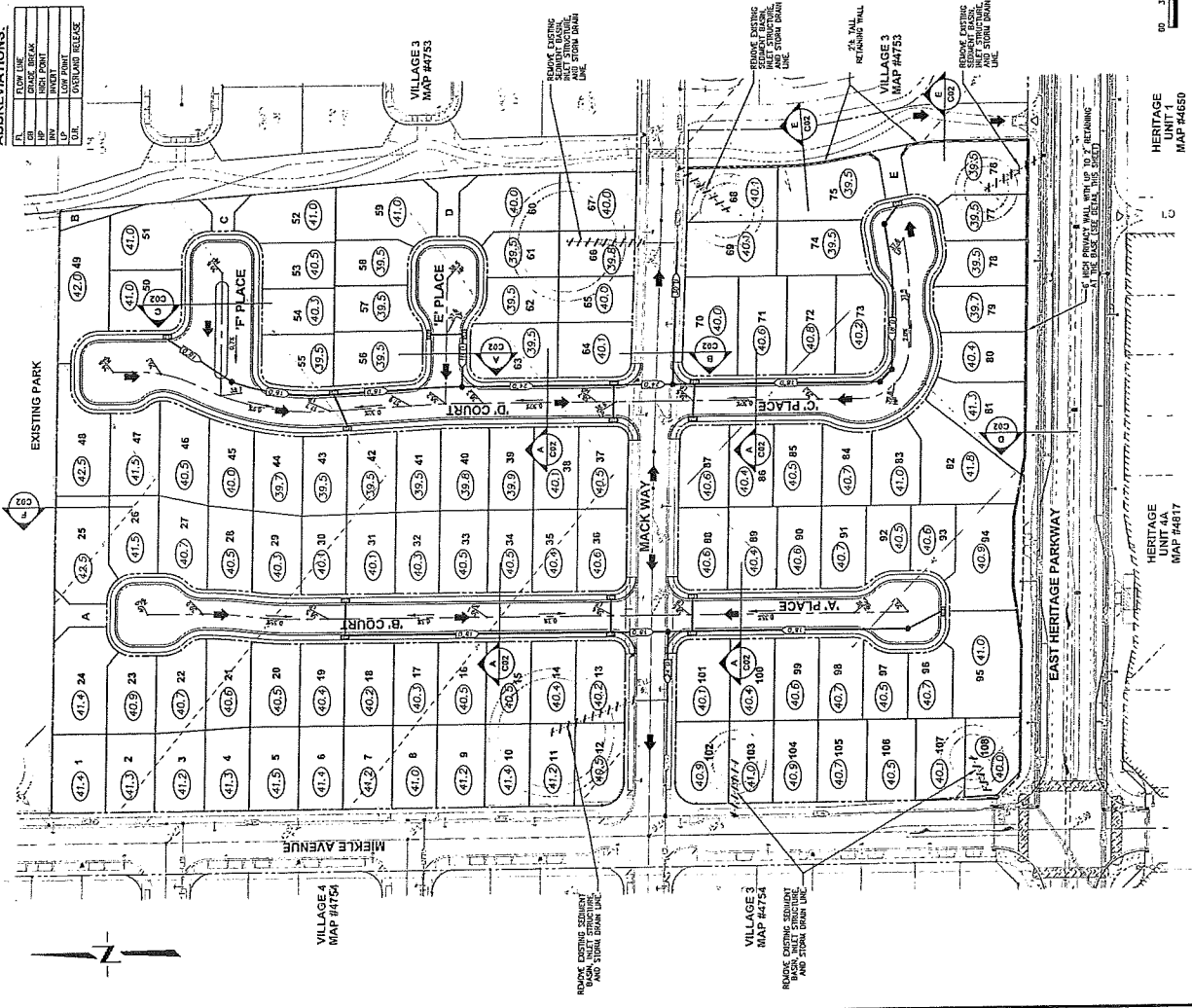


SPRING LAKE SPECIFIC PLAN AMENDMENT EXHIBIT PARKVIEW CITY OF WOODLAND				PROJECT PLANNING • Civil Engineering • Landscape Architecture 2510 Spindrift Street, Suite 100 • Oak, CA 94612 • (925) 766-7025 100 7th Street, Suite 100 • Sacramento, CA 95811 • (916) 435-7025			
DESIGNED BY	SO	CHECKED BY	SO	DATE	06/28/11	SHEET	1
DRAWN BY	JB	SCALE	1" = 200'				
JOB NO. 117222							

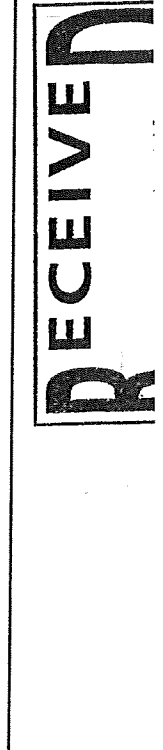
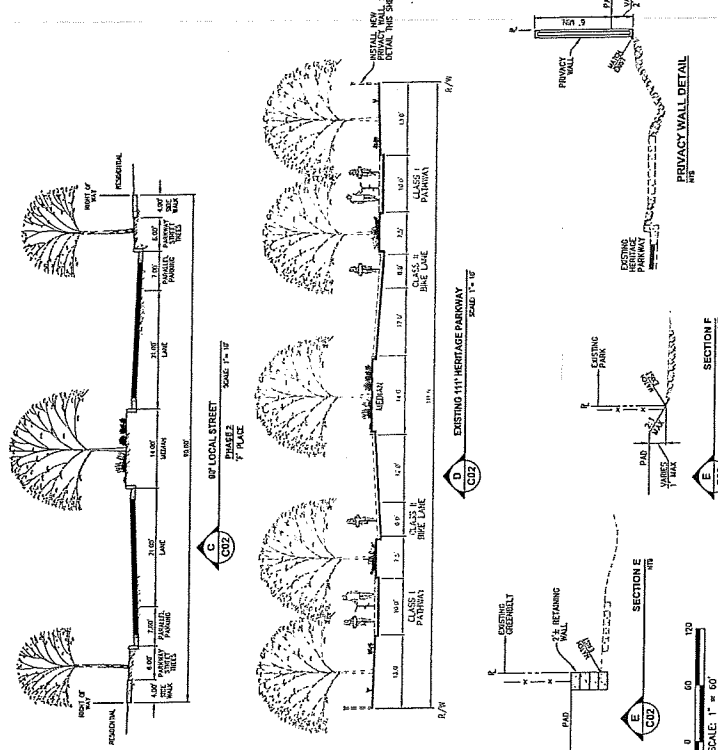
ATTACHMENT C

ABBREVIATIONS:

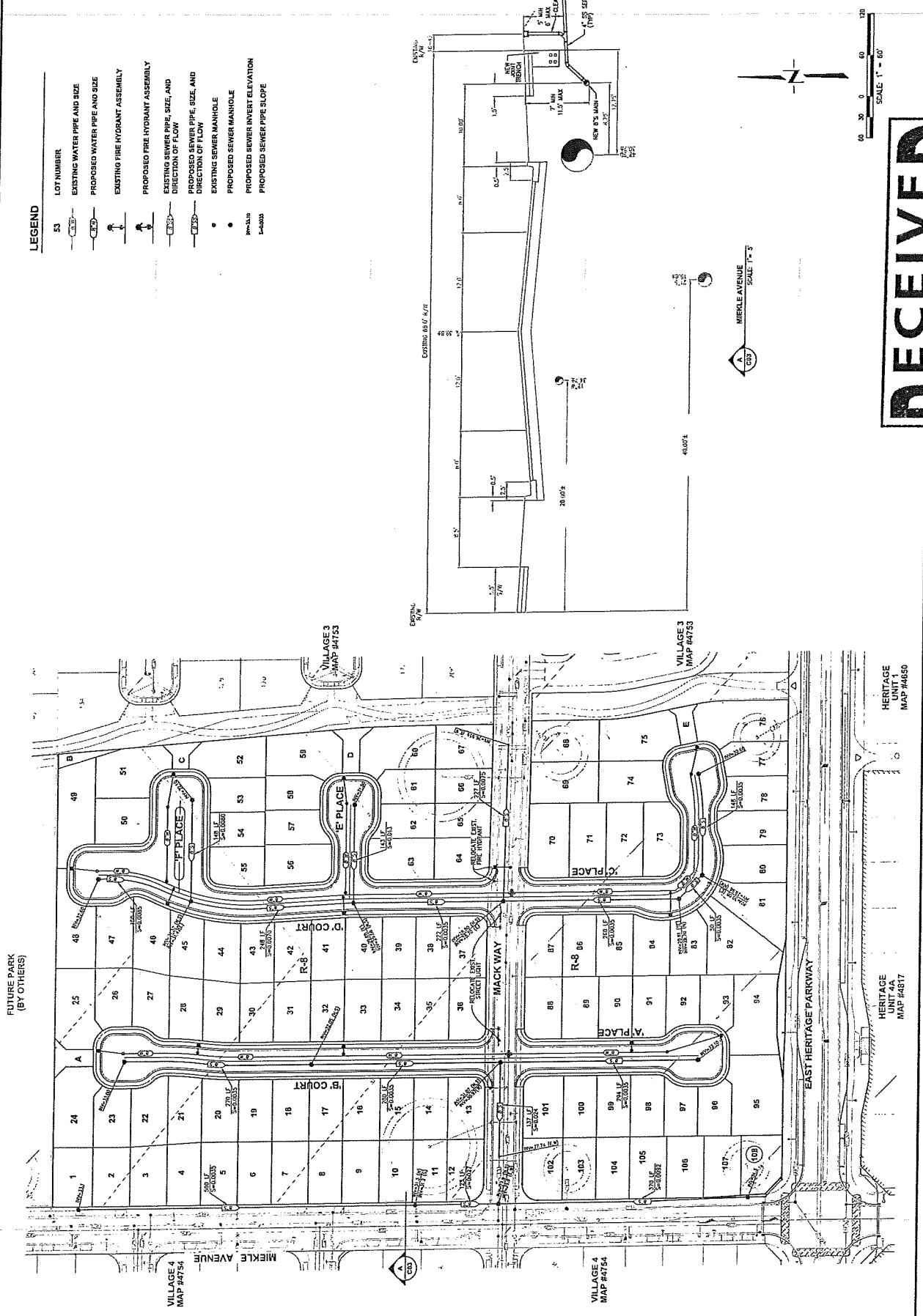
R	FLOW LINE
OB	GRADE BREAK
HP	HIGH POINT
LP	LOW POINT
OR	OVERLAND RELEASE



- NOTES:**
- THE PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED BASED ON THE EXISTING GRADE AND DRAINAGE CONDITIONS. ALL CHANGES TO THE PLAN SHALL BE INDICATED BY A NOTE OR A CHANGE TO THE PLAN.
 - THE LOT LINES ARE BASED ON THE EXISTING LOT LINES. ANY CHANGES TO THE LOT LINES SHALL BE INDICATED BY A NOTE OR A CHANGE TO THE PLAN.
 - ALL SHOWN ARE 12" DIAMETER UNLESS NOTED OTHERWISE.
 - APPROPRIATE EROSION CONTROL MEASURES SHALL BE IMPLEMENTED TO PREVENT SOIL EROSION AND SLOPES SHALL BE PLANTED IN ACCORDANCE WITH THE SPRING LAKE DESIGN GUIDELINES.



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JAN 5 2012

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

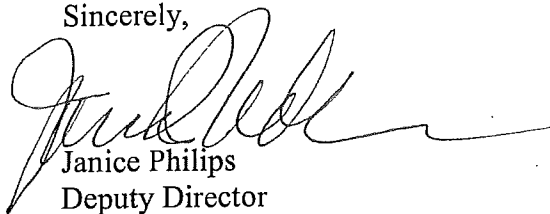
Dear Mrs. Norris,

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

RECEIVED OCT 18 2011

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

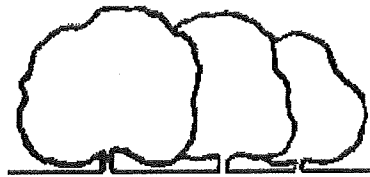
EXHIBIT 1

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.¹

¹ 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.

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

- 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 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:	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. 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.	
(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;	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. Multi-Family vs. Single Family Ratio 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,	

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 8th 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

	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. 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. Conclusion 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.
(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	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.
(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:	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: • Memorandum Land Use Modifications – Infrastructure Capacity, Cunningham Engineering, April 26, 2011.

	• Woodland Joint Unified School District, Action minutes from April 14, 2011. • Trip Generation Memorandum, KD Anderson & Associates Inc. May 18, 2011 In addition, at the time of submittal for a tentative map application, additional site specific studies will be prepared.
(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

required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.	Century EIR is the appropriate documentation prepared for the project.
(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.	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.
(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.	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.

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:

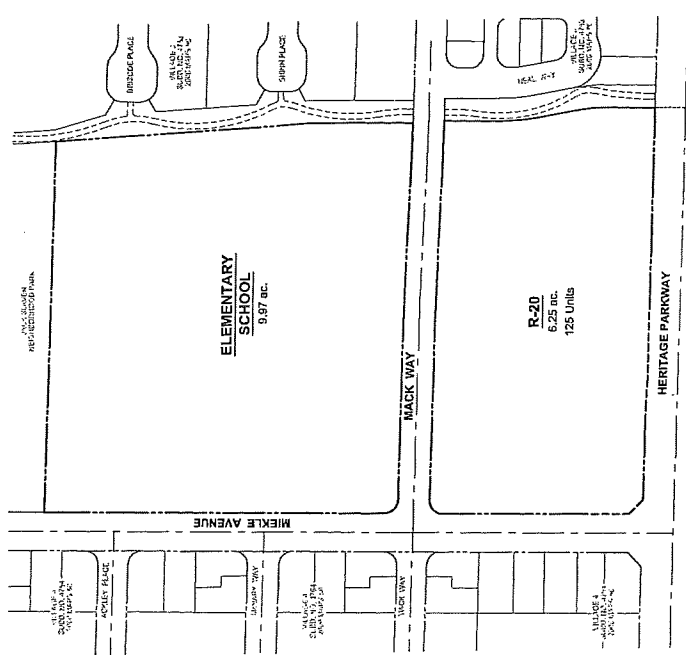
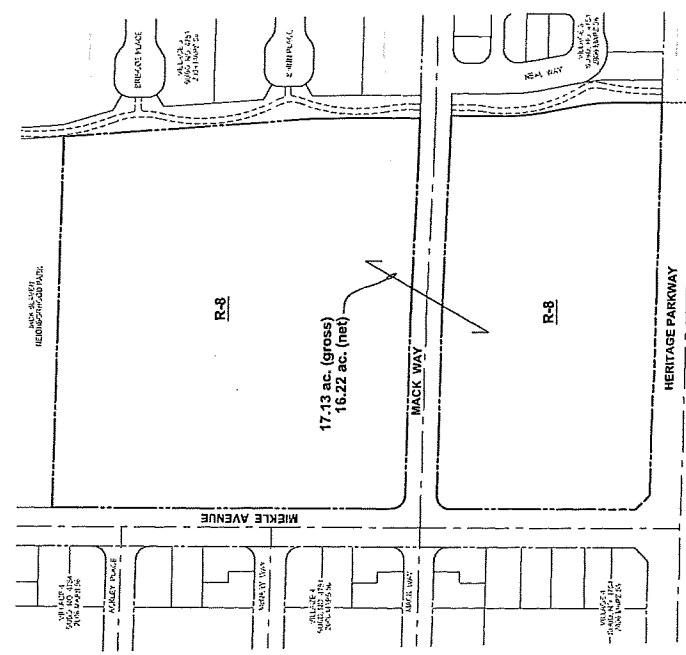
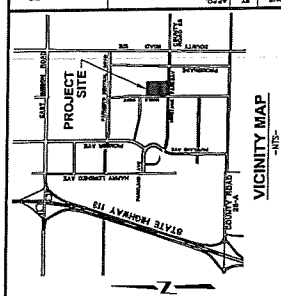
APPROVED AS TO FORM:

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	TOTAL UNITS
0.00 ac.	0		16.22 ac. (N)	108		16.22 ac. (N)	108
6.25 ac.	125		0.00 ac.	0		(6.25 ac.)	(125)
9.97 ac.	0		0.00 ac.	0		(9.97 ac.)	0
0.91 ac.			0.91 ac.	0		0.00 ac.	0
17.13 ac.	125		17.13 ac.	108		0.00	0
						6.30 du/ac (G)	0.00

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

Source: City of Woodland Community Development, 2008

TABLE 7
WOODLAND RESIDENTIAL HOLDING CAPACITY ANALYSIS 2006-2013

REVISED _____ 2012

	Very Low	Low	Moderate	Combined Very Low, Low, and Moderate	Above Moderate	Total
Total RHNP Allocation (2006-2013) (see Table I.25)	425	266	238	929	942	1,871
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
Remaining Need (2)	-62	+33	-215	-369	+173	+564 (3)

- (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
TOTAL	-	-	-	21.64	30.43	52.07	760

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

Zone	Maximum Density (Units/ Acre)	Acreage	Residential Holding Capacity (Units)
Single Family	-	592.3	2,971
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
Multifamily	-	60.5	971
R-15	15.0	32.7	491
R-20	20.0	16.55	355
R-25	25.0	5.0	125
Total	-	652.8	3,942

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
Zone R-1								
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	
Zone R-2								
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	
Zone RM								
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
SLSP (Zone R-20)								
SLSP (Zone R-25)								
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
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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
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CBD

40	514-518 MAIN ST	006-561-06-1	0.18	CC	CBD	Redevelopable	2 In RDA
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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	
TOTAL ACREAGE			52.07				764 TOTAL UNITS	

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)

)

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

PROPERTY LINE	PROPOSED LOT LINE	EXISTING LOT LINE	EXISTING RIGHT-OF-WAY	PROPOSED EASEMENT	PROPOSED ROAD CENTERLINE	EXISTING ROAD CENTERLINE	PROPOSED EDGE OF PAVEMENT	EXISTING EDGE OF PAVEMENT	EXISTING FENCE	CORNER LINE - 2'	WIDE LINE	STREET LINE	EXISTING RIGHT-OF-WAY	FUTURE RIGHT-OF-WAY
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SHEET INDEX	
C01	STREET & LOTTING PLAN
C02	GRADING AND DRAINAGE PLAN AND SECTIONS
C03	WATER & SEWER PLAN

LOTS A, B, C, D, E GREENBELT OR SUBDIVISION TRAIL CORRIDOR

LAND USE COMPARISON CHART						
USE	SPECIFIC PLAN	DENSITY PERMITTED NET AC.	PROPOSED TENTATIVE SUBDIVISION MAP			
USE	AREA	# UNITS	AREA	# UNITS		
PDP (RCHQ)	9.97 AC.	0	0	0	0 AC.	0
R-20	8.25 AC.	123	115-275	0	0 AC.	0
	0 A.C.	0	80-125	0	16.23 AC.	108
TOTALS:	18.22 AC.	123			16.23 AC.	108

DENSITY CALC. DO NOT INCLUDE DRIVE STREETS BARS LEFTMOST PARKWAY OR MEDIAN AREAS

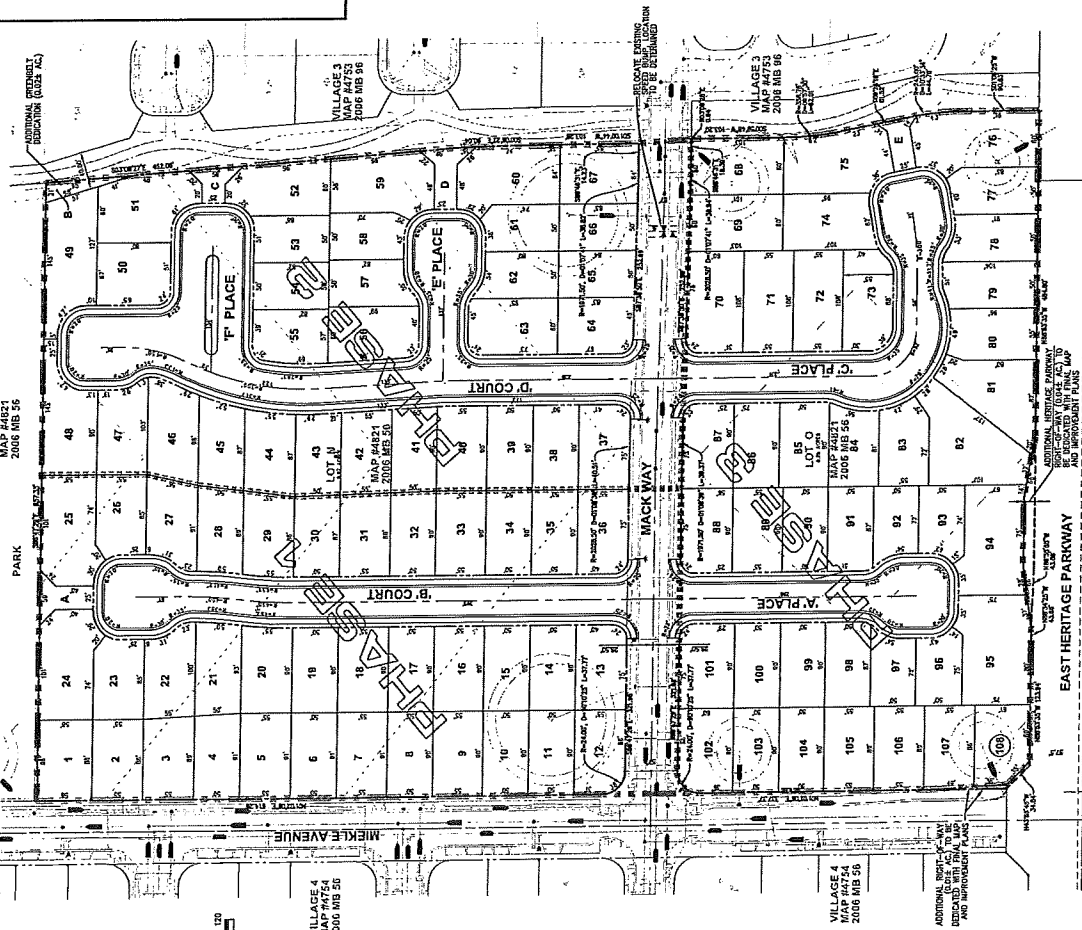
THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREON OR SUBJECT MATTER AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.

SECOND UNITS

10 X (1) 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

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 PLACAT FOR SECOND UNIT ADDITION.

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 MARCITA, CA 95451

CIVIL ENGINEER:
STEVE GREENFIELD RCE C50880
CLINCHAM ENGINEERING
2040 SPARTAN STREET
DAVIS, CALIFORNIA 95618
(530) 758-2028

042-010-53 AND 042-010-54
AREA:
18-22 ACRES (LOT 11 AND 01)

EXISTING ZONING:

PROPOSED ZONING
SLSB-PZ-PQB, SLSB-PZ-MF

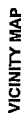
12

ZONE X
DOMESTIC WATER, SANITARY
SEWER AND DRAINAGE:

CITY OF WOODLAND
ELECTRICITY & GAS:

CHAPTER COMMUNICATIONS

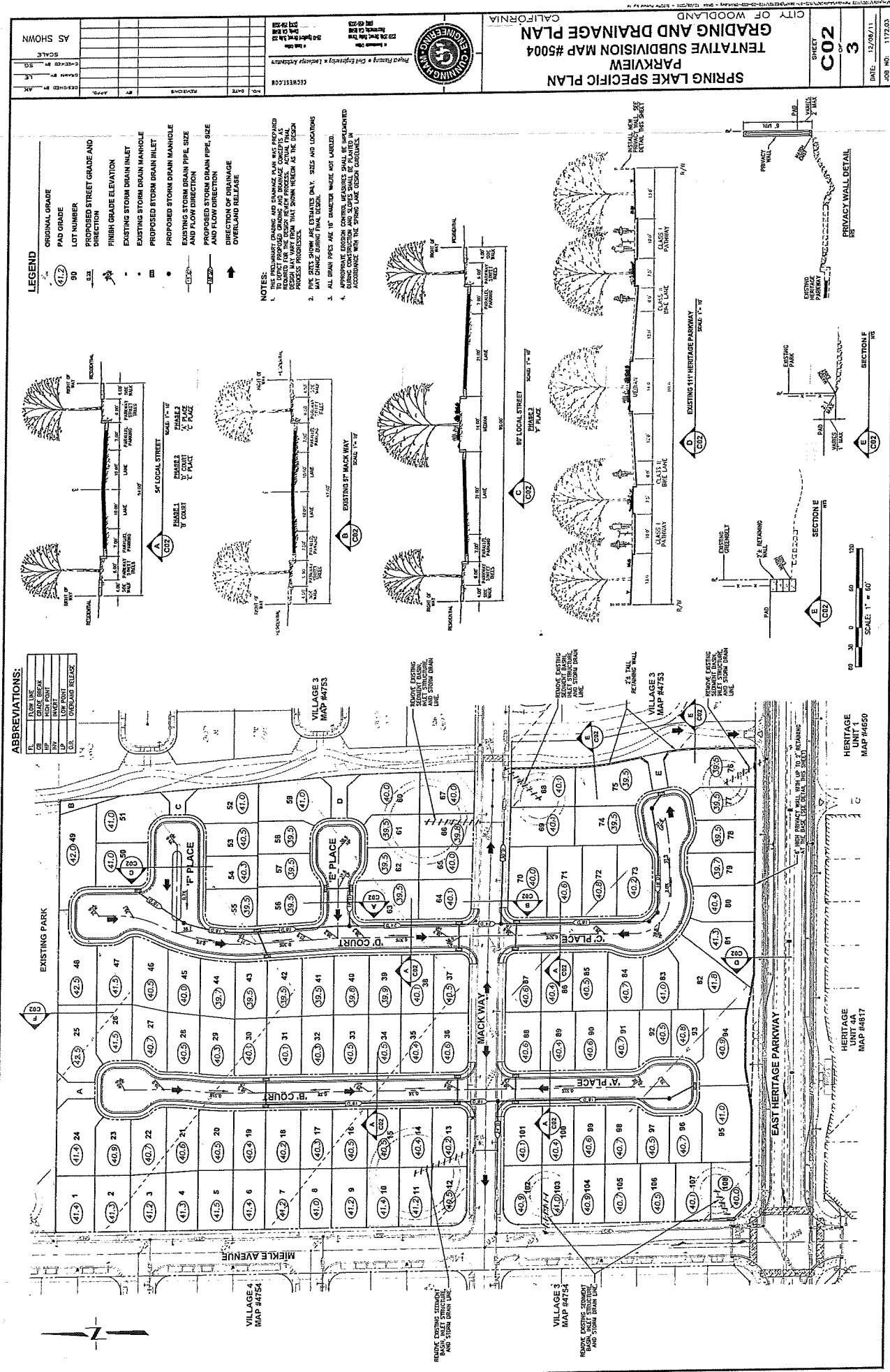
1. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNED FUTURE DEVELOPMENT. STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND SHALL NOT BE DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
2. THIS TENTATIVE MAP CONFORMS 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.



STREET AND LOTTING PLAN

12/08/11	1172.03
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JAN 5 2012



ABBREVIATIONS:

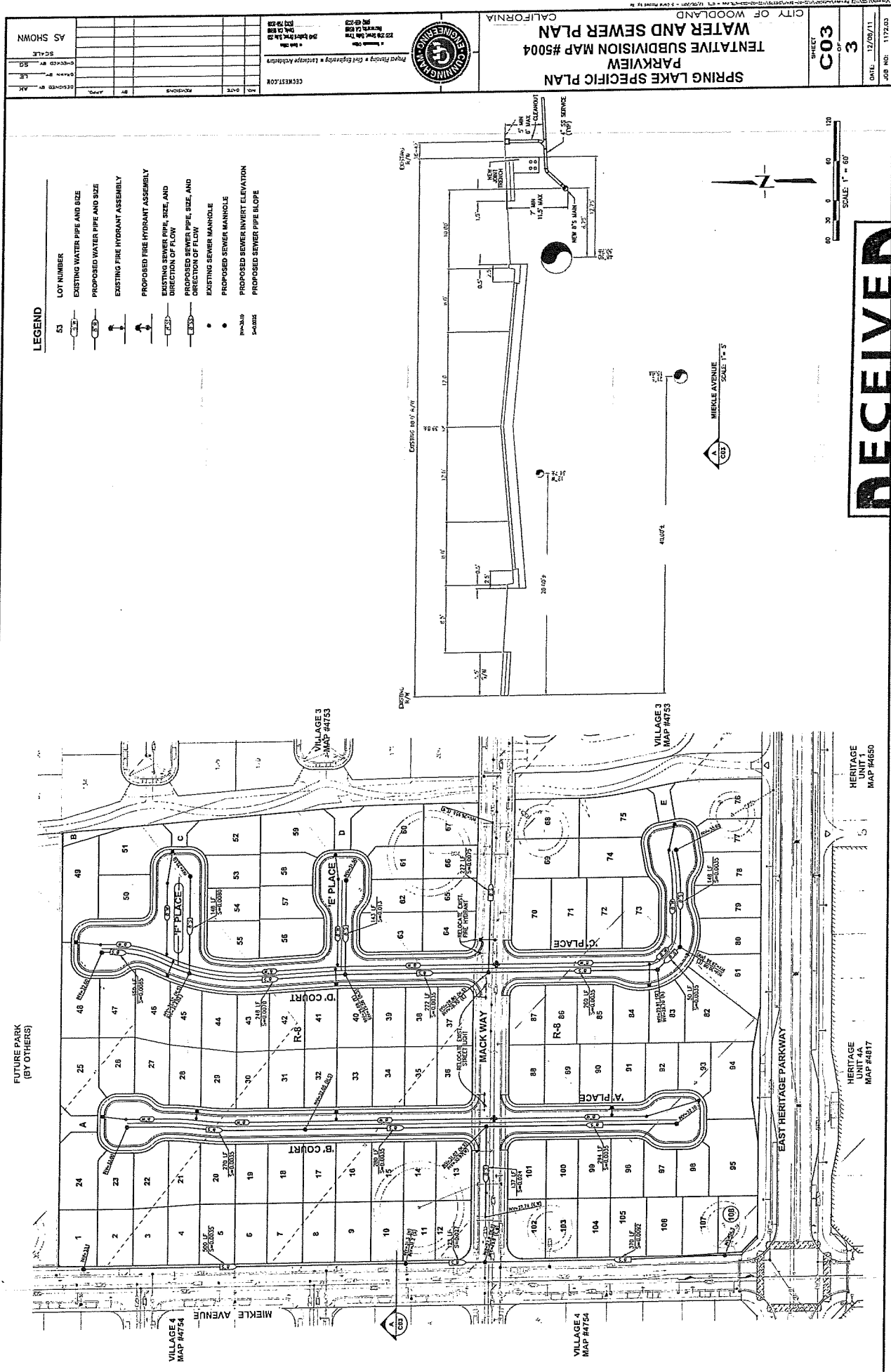
1.0	EXISTING
2.0	PROPOSED
3.0	EXISTING
4.0	PROPOSED
5.0	EXISTING
6.0	PROPOSED
7.0	EXISTING
8.0	PROPOSED
9.0	EXISTING
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- LEGEND**
- ORIGINAL GRADE
 - PAD GRADE
 - LOT NUMBER
 - PROPOSED STREET GRADE AND DIRECTION
 - FINISH GRADE ELEVATION
 - EXISTING 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 DRAINAGE AND DRAINAGE PLAN WAS PROVIDED FOR THE CITY OF WOODLAND FOR THE CITY ENGINEER'S REVIEW. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
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RECEIVED



**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.

[Copy link to clipboard](#)

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.

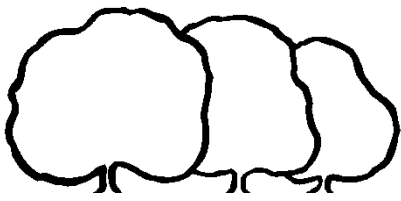
Notwithstanding any other provision in this chapter, the construction of low income or very low income single-family units, and the construction of all multi-family units, shall not require BUAs.

(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 19, 2013

SUBJECT: Consider the establishment of an irrevocable trust for other post-employment benefits (OPEB) (retiree health costs) with the Public Agency Retirement Services (PARS)

Recommendation for Action

Staff recommends that the City Council take the following actions:

1. Adopt resolution which authorizes adoption of the PARS Public Agencies Post-Retirement Health Care Plan Trust Agreement, effective March 19, 2013.
2. Appoint the City Manager: and
3. Authorize Plan Administrator to execute the PARS legal and administrative documents on behalf of the City; to take whatever additional actions are necessary to maintain the City's participation in the Program; to maintain compliance with any relevant regulation issued a or as may be issued for the Program; and to take whatever additional actions are required to administer the City's PARS plan(s)

Fiscal Impact

This action will not directly impact any of the City's funds; however establishment and funding of an irrevocable trust will have a potentially significant long-term impact on the General Fund and other major funds of the City. The current accrued actuarial liability for future benefits is estimated to be in excess of \$61 million. Although the City has been making payments for retiree health care on a "pay as you go" approach (meaning that only current year premium payments are made), the unfunded liability continues to grow. Failure to address this growing amount could impact the City's credit ratings, which will increase the cost of City borrowing. In fact, in a recent rating review of the City's outstanding debts, completed by Moody's, the large OPEB liability was cited as a financial concern for the City and was among several factors resulting in a downgrade of the bond investment rating. The creation of an irrevocable trust, even if not fully funded, will demonstrate the City's commitment to a long term strategy to fund this liability. Once established the Council will consider recommendations to implement prefunding of the OPEB benefit on an actuarial basis.

When assets are set aside in an irrevocable trust, actuaries are permitted to use investment assumptions that are longer in term and higher in yield than assumptions used for monies held outside of a trust. The higher yield assumptions result in a lower OPEB liability and lower annual

contribution amount. For example, in the most recent actuarial study, the interest rate assumption used for assets outside a trust was 4.5% and resulted in an OPEB liability of more than \$61 million. Within the same report, assuming a 7.75% interest rate assumption, the liability was reduced to \$41 million.

Currently, the City's pay-as-you-go amount for FY2012/13 is \$3,102,000, compared to the actuarial required contribution (ARC), which would require a contribution of \$5,092,000. These estimates assume the City establishes a third-party trust fund. In the absence of such trust fund, the annual required contribution would be higher.

Report in Brief

The establishment and funding of PARS other post-retirement benefits, OPEB 115 Trust will allow the City to reduced its OPEB liabilities, and provide a higher credit rating which in turn will translate into lower borrowing cost. Additionally, the Trust has a favorable Private Letter Ruling from the Internal Revenue Service. PARS offers significant economies of scale as a multiple-employer trust arrangement join all types of public agencies together for combined asset growth without risk-sharing. PARS fees are very low starting at 0.25% for assets under \$5 million. The Trustee/Investment Manager Fees are also 0.35% for assets under \$5 million. These fees percentage decrease as assets increases. PARS does not receive any compensation from the investments or any commissions backend loads, or any other forms of compensation.

Background

Since the initial implementation of GASB45, a number of entitles have sought to address the unfunded liability by creating an irrevocable trust. The purpose of the OPEB Trust is to hold assets to pay post-retirement benefits and the purpose of the Plan is to provide post-retirement health benefits for certain retired employees, their spouses and their eligible depends.

The Public Agency Retirement System (PARS) trust offers program security, flexibility, scale, and service with an experience trust administrator operating a multiple-employer OPEB 115 Trusts. PARS is not a broker of services but a direct trust administrative provide. They team with High Mark Capital Manager, a wholly-owned subsidy of Union Bank.

Discussion

Currently the three largest and qualified firms that provide OPEB trust services for California municipalities are: Public Agency Retirement Services (PARS), California Public Employees Retirement Systems (CalPERS) and International City/County Management Association (ICMA). Although all firms offer similar plans, only PARS provides the security of a Private Letter Ruling from the IRS that assures participants the tax-exempt status of their investments. In addition, PARS allows the flexibility of the City's participating in selecting the investment strategies for its fund, giving the City control on target yield and level of risk on its investments. PARS has established a multi-employer irrevocable trust in compliance with the requirements of Section 115 of the Internal Revenue Code. While it is a multi-employer trust, each employer's contribution benefit only its own

employees. There is no sharing of either liability or investment earnings, and separate employer accounts are maintained. PARS serves as the administrator for the trust. As such, its duties include:

1. Establishing the master trust and preparing plan documents;
2. Monitoring the receipt of contributions;
3. Processing benefit payments;
4. Preparing monthly activity reports, which can be customized to allow tracking by fund;
5. Coordinating actuarial studies;
6. Responding to auditor requests; and
7. Keeping the City informed about legal and regulatory requirements.

Contributions are made to the program and held by a trustee which is Union Bank, which has a large and well respected trust department. As trustees, its' duties include:

1. Safeguarding assets for the benefit of retirees;
2. Preparing an investment policy based on the parameters set by the City;
3. Managing investments;
4. Preparing monthly investment reports; and
5. Disbursing funds to pay for health care premiums.

Union Bank offers a number of different investment strategies to assist the City to earn the rate of return the City expects based on the level of risk the City is willing to take. The strategies are designed for public entities, and range in level of risk from conservation to moderate. None of the available strategies are aggressive.

Conclusion

Staff recommends that the City Council adopt following actions:

1. Adopt resolution which authorizes adoption of the PARS Public Agencies Post-Retirement Health Care Plan Trust Agreement, effective March 19, 2013.
2. Appoint the City Manager; and
3. Authorize Plan Administrator to execute the PARS legal and administrative documents on behalf of the City; to take whatever additional actions are necessary to maintain the City's participation in the Program; to maintain compliance with any relevant regulation issued a or as may be issued for the Program; and to take whatever additional actions are required to administer the City's PARS plan(s)

In the form of Resolution No ____ establish an irrevocable trust for other post-employment befits (retiree health costs) with Public Agency Retirement Services (PARS).

Prepared by: Sheila McShane
Human Resources Manager

Reviewed by: Kimberly McKinney
Finance Officer

SUBJECT: Consider the establishment of an irrevocable trust for other post-employment benefits (OPEB) (retiree health costs) with the Public Agency Retirement Services (PARS)

PAGE: 4

ITEM:

Paul Navazio
City Manager

Attachment: Resolution

RESOLUTION NO. _____

Consider the establishment of an irrevocable trust for other post-employment benefits (retiree health costs) with the Public Agency Retirement Services (PARS)

WHEREAS it is determined to be in the best interest of the City of Woodland (the "City") to participate in the PARS Public Agencies Post-Retirement Health Care Plan Trust (the "Program") to fund post-employment benefits for its employees as specified in the City's policies and/or applicable collective bargaining agreements; and

WHEREAS the City is eligible to participate in the Program, a tax-exempt trust and plan performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby adopts the PARS Public Agencies Post-Retirement Health Care Plan Trust, including the PARS Public Agencies Post-Retirement Health Care Plan, as part of the City Retirement Program, effective March 20, 2013; and
2. The City Council hereby appoints the City Manager, or his/her successor or his/her designee as the City's Plan Administrator for the Program; and
3. The City's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions as required to administer the City's PARS plan(s).

AYES: Council Member:
NOES: Council Member:
ABSENT: Council Member:
ABSTAIN: Council Member:

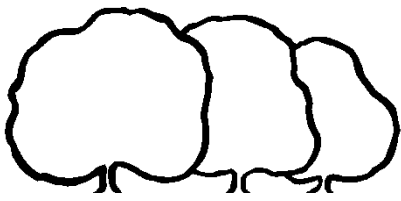
STATE OF CALIFORNIA
COUNTY OF YOLO

I, Ana Gonzalez, City Clerk of the City of Woodland, of Yolo County, California, hereby certifies 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

City Clerk



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: Report from City Council Sub-committee regarding the California
Voting Rights Act

Recommendation for Action

Staff recommends that the City Council receive a report from the Council Sub-committee regarding their latest findings on the California Voting Rights Act

Discussion

At the January 15, 2013 Council meeting, the City Council appointed Vice Mayor Tom Stallard and Council Member Bill Marble to serve on the Council Sub-committee to review the pros and cons of moving from At-large Council elections to District-based elections.

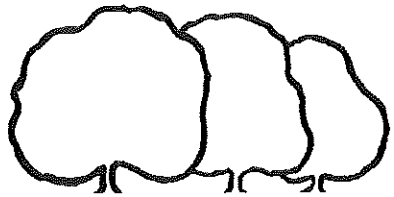
The Sub-committee met with staff from the Yolo County Elections Office and also with local residents.

This evening, the Sub-committee is prepared to give an update regarding the California Voting Rights Act.

Prepared by: Ana B. Gonzalez
City Clerk

Paul Navazio
City Manager

Attachment: January 15, 2013 Staff Report



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

11.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: January 15, 2013

SUBJECT: Brief Summary of California Voting Rights Act

Recommendation

Staff recommends that the City Council:

- 1) Receive this report on the California Voting Rights Act, and
- 2) Appoint a Council Sub-Committee to evaluate pros and cons of moving from At-large Council elections to various forms of District-based elections, and
- 3) Direct Sub-Committee provide a recommendation to the full Council within 3 months (March 2013),
- 4) Authorize the City Manager to engage services of an independent, third-party for assistance in research and data analysis, provided such effort is within current authorized City Manager spending authority.

Financial Impact

At this time, there would be minimal fiscal impact of the proposed staff recommendation. However, there may be significant future financial impacts of follow-up actions related to this issue. These could range from costs of an election to place a proposal for Council districts before the voters (\$50,000 - \$80,000), to unknown legal costs associated with any potential challenge brought against the City under the California Voting Rights Act.

Report in Brief

Like most cities and schools in California, the City of Woodland ("City") elects its governing board (i.e. the City Council) using an at-large election system. At-large elections are elections in which voters of the entire jurisdiction elect members of the governing board. The other option is to use district-based elections, in which officials are required to be from a specific geographic area and can only be voted for by voters residing in that same area. One member of the community has requested that the City shift to district-based elections. Staff recommends that the City Council appoint a sub-committee to review pros and cons of – as well as possible options for – shifting to district elections for City Council members.

Background

The California Voting Rights Act ("CVRA"), California Elections Code sections 14025 – 14032, was signed into law in 2002. Like the federal Voting Rights Act of 1965, the CVRA attempts to prevent the disenfranchisement of any protected classes. A protected class is a class of voters who are members of a race, color, or language minority group (collectively referred to herein as "minority voters".) With the passage of the CVRA, it became easier for citizens to challenge cities, school districts, community college districts and special districts if these public entities elect their members to its governing body through "at-large" elections and if it can be proven that the votes of minority voters are being diluted. The CVRA does not mandate the abolition of at-large election systems, but makes the use of at-large election systems more susceptible to a legal challenge.

Discussion

Aside from any decisions made by the City in response to the provisions contained in the California Voting Rights Act, there are practical and policy implications in considering the form of election for members of the City Council. Moreover, should the City consider the possibility of moving to district-elections, there are various ways in which to implement such a system of elections. Based on prior discussions with the City Council related to the California Voting Rights Act, additional information and a full analysis of options are warranted in order to determine how the City Council may wish to proceed, in advance of the June 2014 City Council election.

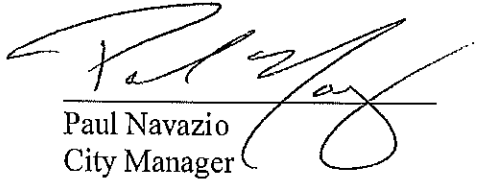
Should the City Council choose to pursue a change to district elections for June 2014, a process leading up to establishment of proposed district boundaries and an implementing ballot measure presented to the voters would likely need to be undertaken and completed within calendar year 2013. Under current state law, the City would have the option of placing a district-election proposal before the voters via either an all-mail ballot, or as part of a regularly scheduled election.

Since the California state legislature enacted the CVRA, there have been many lawsuits and/or threats of lawsuits against all types of public agencies. Bringing a legal challenge under the CVRA involves a much lower standard than what is required under federal law. If the City is presented with litigation or a real threat of litigation under the CVRA, it will need to weigh the potential liability against the drawbacks and estimated costs of voluntarily converting to a district-based election system.

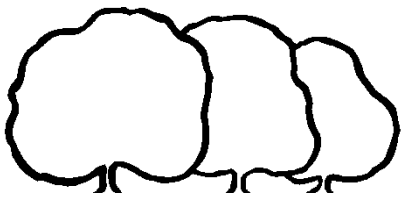
One benefit of voluntarily changing the method of City Council elections is that it would permit elected representatives and local voters to control the redistricting process, rather than allowing a court to do so. Since the CVRA only applies to at-large election systems, a de facto safe harbor exists for those public agencies that voluntarily adopt a district-based election system or already have one in place.

Conclusion

Staff recommends that the City Council establish a sub-committee to explore the pros and cons of shifting from at-large to district-based council elections, and that the sub-committee bring a recommendation back to the City Council within 3 months.



Paul Navazio
City Manager



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: Adopt Resolution No. ____ , Authorization for the Design and Construction of the Woodland-Davis Clean Water Agency Project Facilities

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. ____, Authorization for the Design and Construction of the Woodland-Davis Clean Water Agency Project Facilities.

Council Goals

- Support the Woodland-Davis Woodland Clean Water Agency to further the surface water project.
- Maintain and enhance infrastructure through reduced costs, greater efficiencies, and partnerships.
- Develop plans and funding strategies to address the long term needs of the community in planning for infrastructure.

Fiscal Impact

This approval by the City Council authorizes the design and construction of the Woodland-Davis Clean Water Agency Project Facilities within the project budget. The project budget is within the approved water rate structure. The estimated total project cost to the City of Woodland has been reduced to approximately \$131 million. This cost number is in 2012 dollars and the rate structure provided for inflation adjustments consistent with the multi-year project budget's cost estimate.

Background

Effective September 15, 2009, the Cities of Davis and Woodland approved the Davis-Woodland Water Supply Project Authority Joint Powers Agreement, which created the Agency. A revision to this Agreement was approved by the Davis and Woodland City Councils on February 26, 2013. The

SUBJECT: Adopt Resolution No. ____, the Authorization for
the Design and Construction of the Woodland-Davis
Clean Water Agency Project Facilities

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ITEM:

current Agreement and its Exhibit C require that both cities comply with the “milestone schedule” to allow completion of the Project Facilities by September 2016. One of the milestone events is that both cities must approve a resolution authorizing design and construction of the Project Facilities by April 2, 2013. This resolution meets that requirement for the project to stay on schedule.

Discussion

Over the course of the several years of project development, the size of the project and its related cost have been both reduced. Currently, the reduced capacity of the initial water treatment plant will be 30 million gallons per day assuring that Woodland’s share will be 18 million gallons per day.

This resolution has been coordinated and reviewed by technical and legal staff of the Woodland-Davis Clean Water Agency and with both cities.

Once the cities have authorized the design and construction procurement for the Project Facilities the Woodland-Davis Clean Water Agency will then have the authority to move the project forward within the budget limits. The four voting members of the board for the Woodland-Davis Clean Water Agency have two Woodland Council Members. The Woodland-Davis Clean Water Agency will not be able to approve work that is outside the scope of the project or beyond the Agency’s budgets which are approved by each city. The continued project development and cost allocations will be done in accordance with the Woodland-Davis Clean Water Agency Agreement. Staff from each city will continue to be involved in providing guidance for the project through this procurement process.

Per terms of the Agreement, by August 15, 2013 both cities will also need to authorize, issue, and sell sufficient bonds or certificates of participation to fund their share of the capital costs of the Project Facilities. The Woodland-Davis Clean Water Agency Board is to award a contract for the design and construction of the Project Facilities by September 30, 2013.

The Project Facilities are still scheduled to be completed by September of 2016.

The City of Davis Council is taking similar action on this project to meet the milestone schedule requirements.

Commission/Committee Recommendation

The Woodland Utility Advisory Committee has been supportive of the Davis Woodland Water Supply Project provided that it is implemented in the most cost-effective manner possible and the project is not unduly delayed. This approval provides for the project to continue to move forward in a timely and cost effective manner.

SUBJECT: Adopt Resolution No. ____, the Authorization for
the Design and Construction of the Woodland-Davis
Clean Water Agency Project Facilities

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ITEM:

Conclusion

Staff recommends that the City Council adopt Resolution No. ____, Authorization for the Design and Construction of the Woodland-Davis Clean Water Agency Project Facilities.

Prepared by: Doug Baxter
Project Manager

Reviewed by: Nicholas J. Ponticello
Community Development Director

Reviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio
City Manager

Attachment: Authorization for the Design and Construction of the Woodland-Davis Clean Water Agency Project Facilities, Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WOODLAND
AUTHORIZING WOODLAND-DAVIS CLEAN WATER AGENCY
TO PROCEED WITH FINAL ENGINEERING AND CONSTRUCTION
OF THE SURFACE WATER PROJECT FACILITIES

WHEREAS, the Cities of Davis and Woodland entered into a joint powers agreement in 2009 (as amended by the Amended and Restated Woodland-Davis Clean Water Agency Joint Powers Agreement dated February 26, 2013) and formed the Woodland-Davis Clean Water Agency (“Agency”) to undertake and implement a project (the “Project”) to divert water from the Sacramento River, transmit the water for treatment to a new water treatment facility, and deliver treated surface water to the Cities of Davis and Woodland and possibly to the University of California, Davis for use in their respective service areas;

WHEREAS, section 7.2 of the Amended and Restated Joint Powers Agreement provides that the Agency will secure the written approval of the Davis and Woodland City Councils before proceeding with certain major Project milestones, including final engineering and construction of Project facilities;

WHEREAS, the Agency and its partner on the raw water intake facility, RD 2103, are preparing to enter into agreements that would involve the design, construction and operation of a new water treatment plant, raw and finished water pipelines and raw water intake structure;

WHEREAS, the Amended and Restated Joint Powers Agreement provides for the City Council to approve the remaining City Council authorizations under section 7.2 by April 2, 2013; and,

WHEREAS, the City Council desires to authorize the final engineering and construction of the Project facilities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that it authorizes the Agency to proceed with the final engineering and construction of the Project facilities as described in and in accordance with the terms of the Amended and Restated Woodland-Davis Clean Water Agency Joint Powers Agreement dated February 26, 2013. The City Council authorization to construct the raw water intake portion of the Project facilities is subject to State of California approval of grant funding of at least \$16.7 million toward the capital costs of the raw water intake or Agency Board of Directors action to waive this condition regarding State of California grant funding.

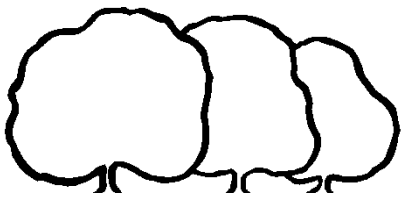
PASSED AND ADOPTED by the City Council of the City of Woodland on the _____ day of _____ 2013 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor

Attest:

City Clerk



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 19, 2013

SUBJECT: PERS Employer Paid Member Contribution (EPMC) for Woodland City
Employees Association (WCEA)

Recommendation for Action

Staff recommends that the City Council Adopt Resolution No. ____ PERS Employer Paid Member Contribution (EPMC) for Woodland City Employees Association (WCEA).

Fiscal Impact

The modification to EMPC, already approved by WCEA and the Council, results in a savings over four fiscal years. The cost savings to the City for the entire period of the MOU will be about \$1.8 million, with an annualized savings of \$638,000 when the entire 8% of EPMC is eliminated. The annualized savings during the contract years are calculated to, \$396,000 or 3.3% of total personnel costs in FY 13/14, \$477,000 or 3.9% of total personnel costs in FY 14/15, and \$639,000 or 5.1% of total personnel costs in FY15/16. The WCEA budget is funded approximately 25% by the General Fund; the General Fund will realize approximately \$160,000 of ongoing savings when the entire 8% of EMPC is eliminated.

Report in Brief

Recent changes to the memorandum of understanding (MOU) with the Woodland City Employees Association (WCEA) unit have resulted in changes related to the payment of member contributions for retirement benefits.

Background

On March 5, 2013, the City approved an MOU for the WCEA employees. One of the changes to the MOU requires all employees to commence paying the PERS employee retirement contributions over the course of the MOU.

Concurrently, the City will no longer pay and report employer paid member contributions (EPMC) in the same proportion.

This implements a change in benefits already approved by City Council.

Discussion

To implement EPMC modifications for the WCEA the City Council must adopt a resolution which provide for the change in paying and reporting of EPMC. PERS requires that the resolution must state: (a) the member category (WCEA); (b) the percent of the normal member contribution rate being paid as EPMC and reported as additional compensation (4% effective March 2013, 2% effective January 1, 2014, 0% effective July 1, 2015); (c) the effective date the value of EMPC will be reported (March 19, 2013); and the (d) the resolution must be approved by Council and received by PERS. The resolution for City Council to consider meets all these requirements.

Conclusion

Staff recommends that the City Council adopt the Resolution No ____ PERS Employer Paid Member Contribution (EPMC) for Woodland City Employees Association (WCEA).

Prepared by: Sheila McShane
Human Resources Manager

Reviewed by: Kimberly McKinney
Finance Officer

Paul Navazio
City Manager

Attachment: Woodland City Employees Association Resolution

RESOLUTION NO ____

RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

Whereas, the governing board of the City of Woodland had the authority to implement Government Code Section 20636 (c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Woodland has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employers, and reported as additional compensation;

Whereas, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Woodland of a Resolution to commence paying and reporting the value of said Employer Paid Member Contribution (EPMC);

WHEREAS, the governing body of the City of Woodland has identified the following conditions for the purpose of its election to EPMC;

This benefit shall apply to all "legasee" members of PERS as defined by CalPERS, of the Woodland city Employee Association (WCEA).

Effective with the March, 2013 payroll, the benefit shall consist of paying four percent (4%) of normal contributions for miscellaneous members as EPMC, and reporting the same percent of compensation earnable as additional compensation.

Effective with the January 1, 2014 payroll, the benefit shall consist of paying two percent (2%) of normal contributions for miscellaneous members as EPMC, and reporting the same percent of compensation earnable as additional compensation.

Effective with the July 1, 2015 payroll, the benefit shall consist of paying zero percent (0%) of normal contributions for miscellaneous members as EPMC, and reporting the same percent of compensation earnable as additional compensation.

The effective date for this resolution shall be March 20, 2013.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Woodland elects to pay and report the value of EMPC as set forth above.

PASSED AND ADOPTED by the City Council this 19th day of March, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Skip Davis, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Andrew J. Morris, City Attorney