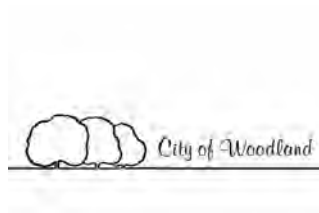


City of Woodland

*300 First Street
Woodland, CA 95695*



Meeting Agenda - Final

Tuesday, July 16, 2013

6:00 PM

Council Chambers

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY**July 16, 2013****6:00 P.M.****A. CALL TO ORDER****B. ROLL CALL****C. PLEDGE OF ALLEGIANCE****D. COMMUNICATIONS-PUBLIC COMMENT**

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

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.

[13-115](#)

SUBJECT: Long Range Calendar

Recommendation for Action

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

Attachments: [Council Long Range Calendar.docx](#)

F. CONSENT CALENDAR

1. [13-108](#) SUBJECT: West Woodland Ave. Sewer Rehabilitation CIP 14-17;
Approve Plans and Specifications, and Authorize Bid
Advertisement

Recommendation for Action

Staff recommends that the City Council 1) approve the plans and specifications, and 2) authorize bid advertisement.

2. [13-109](#) SUBJECT: Ashley Gate Rehabilitation CIP 14-12; Approve Plans and Specifications and Authorize Bid Advertisement

Recommendation for Action

Staff recommends that the City Council 1) approve the plans and specifications, and 2) authorize bid advertisement.

G. PUBLIC HEARINGS

3. [13-111](#) SUBJECT: Pioneer Investors LLC - Heidrick Ranch Phase II Development Agreement Amendment, Modification to the Tentative Map Conditions of Approval

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Ordinance No. _____, approving the Development Agreement Amendment (**Enclosure B**) between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval (**Enclosure C**).

Attachments: [062013 PC Staff Report Heidrick II DA Amendments](#)
[Heidrick DA Ordinance Amendment](#)
[Amended Conditions of Approval Heidrick II](#)

H. REPORTS OF THE CITY MANAGER

4. [13-114](#) SUBJECT: Adopt the Resolution to Approve and Implement a four-year Memorandum of Understanding with the Woodland Professional Firefighters Association

Recommendation for Action

Staff recommends that the City Council Adopt Resolution No. _____ ratifying a four-year Memorandum of Understanding with the Woodland Professional Firefighters Association, covering the period from July 1, 2012 through June 30, 2016.

Attachments: [Woodland WPFA - DRAFT.pdf](#)

5. [13-116](#) SUBJECT: PERS Employer Paid Member Contribution (EPMC)
for Woodland Professional Firefighters Association
(WPFA)

Recommendation for Action

Staff recommends that the City Council Adopt Resolution No. ____ allowing PERS Employer Paid Member Contribution (EPMC) for Woodland Professional Firefighters Association (WPFA)

Attachments: [Resolution EPMC Fire](#)

6. [13-112](#) SUBJECT: First New Ground Level Tank, CIP #08-33, Award Construction Contract

Recommendation for Action

Staff recommends that the City Council authorize award of a construction contract in the amount of \$ 7,050,000 to Myers and Sons Construction LP for the First New Ground Level Tank, CIP 08-33.

7. [13-113](#) SUBJECT: Brooks Swim Center Project Update, CIP 12-18

Recommendation for Action

Staff recommends that the City Council grant the City Manager authority to award and execute the construction contract for the renovation of the Brooks Swim Center Project.

8. [13-110](#) SUBJECT: Approve Final Map No. 5004 Parkview Subdivision; and related Subdivision Improvement Agreement and SLIF Reimbursement Agreement

Recommendation for Action

Staff recommends that the City Council:

1. Approve Final Subdivision Map 5004,
2. Approve the Subdivision Improvement Agreement for Subdivision 5004 and authorize the Mayor to sign on behalf of the City,
3. Approve the SLIF reimbursement agreement and authorize the City Manager to sign on behalf of the City, and
4. Authorize the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed \$22,000.

Attachments: [Location Map](#)
[Subdivision Improvement Agreement](#)
[SLIF Reimbursement Agreement](#)

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for July 16, 2013 was posted on July 12, 2013 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Jennifer Robinson, Deputy 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.

Legislation Details (With Text)

File #: 13-115 **Version:** 1 **Name:**
Type: Report of the City Manager **Status:** Agenda Ready
File created: 7/12/2013 **In control:** City Council
On agenda: 7/16/2013 **Final action:**
Title: SUBJECT: Long Range Calendar

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

Sponsors:

Indexes:

Code sections:

Attachments: [Council Long Range Calendar.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 16, 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

COUNCIL LONG RANGE CALENDAR

Items subject to removal and/or rescheduling

Tuesday, August 6, 2013	RECESS	Regular Meeting
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Tuesday, August 20, 2013	Reports due 8/6	Regular Meeting
---------------------------------	------------------------	------------------------

State Theater Comprehensive Report
Mutual Housing Fee Deferral
Successor Agency Recognized Obligation Payment Schedule (ROPS) January – June 2013
Calwest Development Agreement (DA)
Mobile Home Fair Practices Commission (MHFPC) Annual Report
Accept Public Improvements for Subdivision 4675; Parkside
CDD Quarterly Status Report
Citizens Advisory Committee CVRA Report (tentative)
Surface Water Project Financing Plan

Tuesday, September 3, 2013	Reports due 8/20	Regular Meeting
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Receive Sewer Rate Study and Set Prop 218 Public Hearing – Sewer Rates

WOODLAND GENERAL PLAN UPDATE – UPCOMING EVENTS

2013

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:

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

Legislation Details (With Text)

File #: 13-108 Version: 1 Name:
Type: Consent Item(s) Status: Agenda Ready
File created: 7/9/2013 In control: City Council
On agenda: 7/16/2013 Final action:
Title: SUBJECT: West Woodland Ave. Sewer Rehabilitation CIP 14-17; Approve Plans and Specifications, and Authorize Bid Advertisement

Recommendation for Action

Staff recommends that the City Council 1) approve the plans and specifications, and 2) authorize bid advertisement.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 16, 2013

SUBJECT: West Woodland Ave. Sewer Rehabilitation CIP 14-17 ; Approve Plans and Specifications, and Authorize Bid Advertisement

Recommendation for Action

Staff recommends that the City Council 1) approve the plans and specifications, and 2) authorize bid advertisement.

Fiscal Impact

The engineer's estimate of construction costs is \$175,000. The total project budget is \$229,650 for design, construction contingency and construction management.

The West Woodland Avenue Sewer Rehabilitation, CIP 14-17 is fully funded by the Sewer Enterprise Fund Capital Budget approved by City Council on June 18, 2013. Funding for this project is part of CIP 08-21

Annual Sewer repair and rehabilitation. Since the bigger project is being designed/constructed as multiple smaller projects, funding is being moved from the approved project #08-21 to a new project number of 14-17 to allow better tracking of costs.

Background

The segment of sewer line in West Woodland Ave. serves 16 homes and a senior apartment complex owned by Yolo County Community Housing. The sewer line was inspected using the City's Closed Circuit Television Van as a result of three Sanitary Sewer Overflows (SSO's). During the inspection, sixteen breaks were observed which requires replacement of the sewer line. In addition, the lateral connection from the apartment complex has a sag that has existed since the complex was connected to the City System. There have been three SSO's associated with the lateral connection in the last few years. This has resulted in the lateral being placed on the weekly flush list to reduce the risk of future SSO's occurring in the lateral.

Discussion

This segment of sewer line was constructed in 1962 and was covered with a "cap" of cement slurry to reduce the risk of breakage during road construction. The apartment complex was connected to the sewer line when constructed in the early 1980's. When the apartment complex was connected, the sewer lateral was placed at a reverse grade and accepted by the City inspectors. This has created a long term maintenance problem for the City sewer operations staff. The reverse grade accumulated fats, oils and grease that forms blockages that cause sewer overflows at the cleanout or worse case in the residences. Over last years holiday season, this build up of material backed up into several of the residential units.

Staff met with Yolo County Housing maintenance staff to discuss this problem. The sewer line conditions warrants replacement due to the number of breaks, but the sag from the apartment lateral could be taken care of by changing the grade of the replacement line to provide fall from the existing lateral to the new line with the replacement of the sewer line. This project will not remove the risk of grease blockages in the future, but will significantly reduce the risk of blockages occurring on the City side of the clean out. The lateral connection from the apartments is also susceptible to debris blockages because of its length. If SSO's continue to occur the apartment complex may need to install a lift station to the City sewer system. This project will reduce City operations staff maintenance costs and are part of the City Sanitary Sewer Management Plan activities.

Conclusion

Staff recommends that the City Council approve the plans and specifications, and authorize bid advertisement.

Prepared by: Mark Cocke
Senior Civil Engineer

Reviewed by: Bruce Pollard
Acting City Engineer

Reviewed by: Ken Hiatt
Community Development Director

A handwritten signature in blue ink, appearing to read "Paul Navazio", with a long horizontal stroke extending to the right.

Paul Navazio, City Manager

Legislation Details (With Text)

File #: 13-109 Version: 1 Name:
Type: Consent Item(s) Status: Agenda Ready
File created: 7/9/2013 In control: City Council
On agenda: 7/16/2013 Final action:
Title: SUBJECT: Ashley Gate Rehabilitation CIP 14-12; Approve Plans and Specifications and Authorize Bid Advertisement
Recommendation for Action:
Staff recommends that the City Council 1) approve the plans and specifications, and 2) authorize bid advertisement.

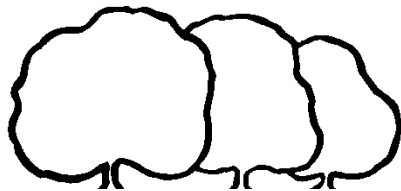
Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 16, 2013

SUBJECT: Ashley Gate Rehabilitation CIP 14-12 ; Approve Plans and Specifications and Authorize Bid Advertisement

Recommendation for Action

Staff recommends that the City Council 1) approve the plans and specifications, and 2) authorize bid advertisement.

Fiscal Impact

The engineer's estimate for the construction contract is \$266,400. The total project budget is \$320,000, and includes design, construction contingency and construction management.

The Ashley Gate Rehabilitation is fully funded by the Water Enterprise Fund Capital Budget approved by City Council on June 18, 2013. This project is part of the Surface Water Project and is a mitigation feature for the

installation of the new Southwest Ground Level Water Tank.

Background

The Southwest Ground Level Water Tank will be located in David Douglass Park as an integral part of the Surface Water Project. David Douglass Park is part of the storm water system and the Tank Project will result in loss of storage for storm attenuation. To mitigate for this loss of capacity, the control system for operation of the facility needs to be upgraded to increase its reliability and replace capacity through better control of the basin storage function.

Discussion

The Ashley Gate is a control system for management and regulation of storm flows from the southwest part of the City. The gate was installed in Gibson Road to direct storm flows from the storm drainage system to storage ponds on Gibson Road and West El Dorado Drive (now David Douglass Park) in 1976. The gate control system was actuated by a sensor and sending unit located at the intersection of West Street and Gibson Road. The connection between the sending unit and the gate was damaged beyond repair during street maintenance activities in the 1990's. The Gate has been activated manually since that time by the storm operations staff. If the gate is not closed quickly, street flooding on the west side of the City is increased. The gate needs to be closed within four minutes or the Gibson storm trunk line will be too full and street drainage has to pond until there is available capacity in the storm line.

The Surface Water Project needs to construct a three million gallon water tank and 6,000 gpm pumping plant in David Douglass Park. The construction of this water tank will reduce the available storm storage in David Douglass Park. The original use for the park was part of the City of Woodland's storm water system. The park for use as recreation is secondary to this primary function. It was decided that upgrading and restoring the automation of the gate to increase the effective storage of the basin was the optimal method for mitigating the loss of storage from the basin.

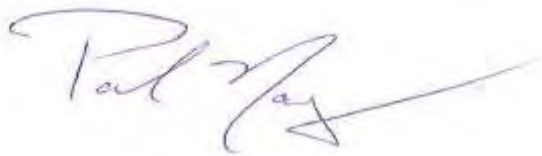
Conclusion

Staff recommends that the City Council approve the plans and specifications and authorize bid advertisement.

Prepared by: Mark Cocke
Senior Civil Engineer

Reviewed by: Bruce Pollard
Acting City Engineer

Reviewed by: Ken Hiatt
Community Development Director

A handwritten signature in blue ink, appearing to read "Paul Navazio", with a long horizontal stroke extending to the right.

Paul Navazio, City Manager

Legislation Details (With Text)

File #: 13-111 Version: 2 Name:
Type: Public Hearing Item Status: Agenda Ready
File created: 7/10/2013 In control: City Council
On agenda: 7/16/2013 Final action:
Title: SUBJECT: Pioneer Investors LLC - Heidrick Ranch Phase II Development Agreement
Amendment, Modification to the Tentative Map Conditions of Approval

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Ordinance No. _____, approving the Development Agreement Amendment (Enclosure B) between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval (Enclosure C).

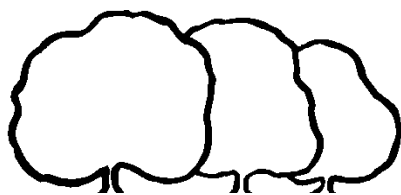
Sponsors:

Indexes:

Code sections:

Attachments: [062013 PC Staff Report Heidrick II DA Amendments](#)
[Heidrick DA Ordinance Amendment](#)
[Amended Conditions of Approval Heidrick II](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

SUBJECT: Pioneer Investors LLC - Heidrick Ranch Phase II Development Agreement
Amendment, Modification to the Tentative Map Conditions of Approval

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Ordinance No. _____, approving the Development Agreement Amendment (Enclosure B) between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval (Enclosure C).

Report in Brief

The Planning Commission has forwarded a recommendation to the City Council for a proposed Development Agreement Amendment, modifying the Conditions of Approval with updates clarifications of the construction of infrastructure at the intersection of Harry Lorenzo Avenue and Farmers Central Road. The Planning Commission Staff Report, Enclosure A, provides additional project information.

Staff recommends that the City Council consider the Planning Commission's recommendation and incorporate an additional clarifying condition pertaining to the construction of roadway improvements on Pioneer Drive to better accommodate biking and walking.

Background

On April 6, 2004, the City Council approved the ±44.64 acre, Heidrick Ranch Vesting Subdivision Map No. 4670 consisting of 141 single-family lots at an R-5 density (Phases I & II) and a remainder parcel (Lot "A") at an R-25 density. The approval included zoning, vesting tentative subdivision map, and development agreement. Phase I of the map was recorded and single-family homes have been constructed on a majority of the lots, and the multi-family site has site plan and design approval. On October 21, 2010, the City Council approved a Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC for Heidrick Phase II and a revised phasing of the approved Heidrick Ranch Tentative Map (21.57-acre parcel (APN 041-010-087)).

Discussion

Staff is recommending approval of the requested Development Agreement conditions of approval deletions because the conditions are no longer necessary.

- Condition 58 was an interim condition, while City staff finalized the use of fee credits. As of March 5, 2013, the City has amended the BUA Ordinance and adopted administrative guides for the use of fee credits.
- Condition 1 (b & e) concerning the widening of Pioneer Avenue no longer applies because Pioneer Avenue has been completed using other SLIF funding.

Staff is also recommending approval of Development Agreement conditions of approval amendments to the Harry Lorenzo Avenue (County Road 101) Condition (a) and Farmers Central Road Conditions (j, k, and l) in order to provide for clarification for the required infrastructure improvements. Further, in recognition of importance of ensuring adequate biking facilities, Pioneer Avenue Condition (c.) has been amended to expand the planned 6' sidewalk on the west side of Pioneer Drive to accommodate a 10' wide multi-use path and modify the bus stop configuration. A complete strikethrough and double underline version of the conditions of approval is provided in Enclosure C.

CEQA Clearance

Pursuant to Government Code Section 65457(a), any residential development project, including any subdivision or zone 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.

Fiscal Impact

The proposed project would result in the same number of dwelling unit equivalents and associated fees as the original tentative map.

Public Contact

Public notice advertising for the public hearing on this project was prepared by the Community Development Department. Two methods of public notice were used:

1. Legal notice was published in the Woodland Daily Democrat on or before July 6, 2013.
2. The City Council agenda was posted.

Commission Recommendation

On June 20, 2013, the Planning Commission considered the proposed action and recommended approval by a vote of 5-0.

Alternative Courses of Action

1. Consider the Planning Commission's recommendation and approve the Development Agreement Amendment, Modifying the Conditions of Approval.
2. Provide alternative direction to staff.
3. Deny the Development Agreement Amendment, Modifying the Conditions of Approval.

Conclusion

Staff recommends that the City Council conduct a public hearing and adopt Ordinance No. _____, approving the Development Agreement Amendment (Enclosure B) between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval (Enclosure C).

Prepared by: Paul L Hanson, AICP
Senior Planner

Reviewed by: Cindy Norris
Principal Planner

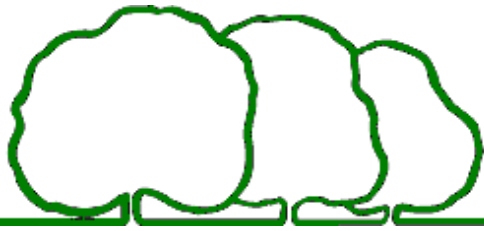
Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio, City Manager

Enclosure(s):

A. Planning Commission Staff Report

- B. Ordinance Amending the Development Agreement
- C. Modified Conditions of Approval



City of Woodland

MEMORANDUM

TO: PLANNING COMMISSION MEMBERS

FROM: Cindy Norris, Principal Planner
Paul L. Hanson, AICP, Senior Planner

SUBJECT: Pioneer Investors, LLC – Heidrick Ranch II Development Agreement (DA) Amendments

DATE: June 20, 2013

RECOMMENDATION:

Staff recommends that the Planning Commission review and recommend approval to the City Council, the proposed Pioneer Investor, LLC - Heidrick Ranch II Development Agreement amendments.

BACKGROUND:

On April 6, 2004, the City Council approved the ±44.64 acre, Heidrick Ranch Vesting Subdivision Map No. 4670 consisting of 141 single-family lots at an R-5 density (Phases I & II) and a remainder parcel (Lot "A") at an R-25 density. The approval included zoning, vesting tentative subdivision map, and development agreement. Phase I of the map was recorded and single-family homes have been constructed on a majority of the lots, and the multi-family site has site plan and design approval. On October 21, 2010, the Planning Commission recommended the City Council approved a Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC for Heidrick Phase II and revised phasing of the approved Heidrick Ranch Tentative Map (21.57-acre parcel (APN 041-010-087) (**See Attachment "A"**).

PROPOSAL

The applicant's request is for a Development Agreement Amendment to amend one (1) condition and remove three (3) other conditions of approval (**See Attachment "B"**).

The following conditions of approval recommended for deletion: Conditions shown in strikethrough for deletions.

~~58. Fee credits generated by a project in the First Release (including those units with First Release Building Unit Allocations [“BUA’s”], those units constructed to meet First Release affordable housing requirements, and those multifamily sites which participated in the First Release) may be applied toward First Release building permits at the time of issuance. For all other projects, no fee credits may be used toward payment of Spring Lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred, or generated, unless one of the following occurs: (i) bonds have been issued by the CFD in connection with the final map for a project, in which case fee credits may be used equal to the amount of the net bond proceeds; (ii) until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, and 2.8); or (iii) until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.~~

~~1. Pioneer Drive~~

- ~~b. Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment, the City shall invoice the Pioneer Investors, LLC for the Heidrick map’s fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is \$268,972.02. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~
- ~~e. Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant’s expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~

The following condition of approval recommended for modification. Condition shown in strikethrough for deletions and double underline for new text:

~~5. County Road 101~~

- ~~a. Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer’s Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12’ travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5’ wide sidewalk on the east half of

the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

Staff Recommended Modifications

Staff is also recommending a modification to the conditions of approval for clarification. Conditions shown in strikethrough for deletions and double underline for new text:

4. Farmers Central Road

- j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary.~~

Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). This will apply unless an alternative pavement section is approved by the City Engineer.

Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fully fund all costs which shall be handled through a deposit account, the initial deposit will be based on the estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

- k. Temporary cul-de-sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance with City detail 0350 or other continuous barrier method approved by the City Engineer.

1. The applicant shall improve the bicycling facilities and opportunities within the Spring Lake Specific Plan.

REVIEW

Staff is recommending approval of the requested Development Agreement conditions of approval deletions because the conditions are no longer necessary.

- Condition 58 was an interim condition, while City staff finalized the use of fee credits. As of March 5, 2013, the City has amended the ordinance and adopted administrative guides for the use of fee credits.
- Condition 1 (b & e) concerning the widening of Pioneer Avenue no longer applies because Pioneer Avenue has been completed using other SLIF funding.

Staff is also recommending approval of Development Agreement conditions of approval amendments to the Harry Lorenzo Avenue (County Road 101) Condition (a) and Farmers Central Road Conditions (j, k, and l) in order to provide for clarification for the required infrastructure improvements.

RECOMMENDATION

Staff recommends the Planning Commission forward a recommendation of approval to the City Council for the amendments to the Pioneer Investors LLC - Heidrick Ranch II Development Agreement conditions of approval by making an affirmative motion as follows:

MOTION #1 I move that the Planning Commission make a recommendation to the City Council for the approval of the Pioneer Investors LLC Development Agreement Amendments based on the identified Findings of Fact (See Attachment “B”) and subject to the identified Modified Conditions of Approval (See Attachment “D”), by taking the following actions:

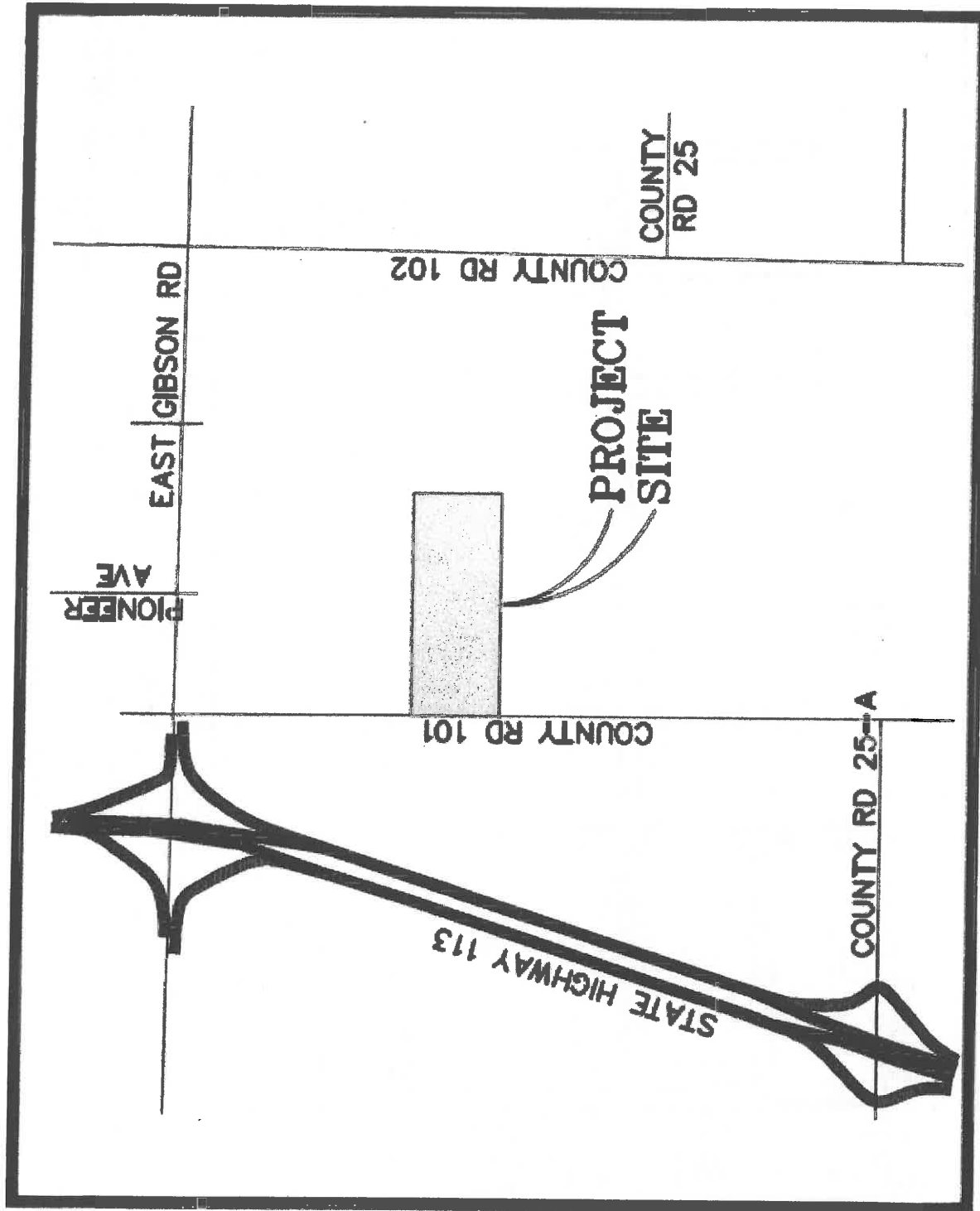
1. Adopt the attached Ordinance No. _____ (**Attachment “C”**) Amending the Development Agreement between the City of Woodland and Pioneer Investors, LLC – Heidrick Ranch II Relative to Property Located Within the Spring Lake Specific Plan Area including the Modified Findings and Conditions of Approval (**Attachment “D”**).

MOTION #2 I move that the Planning Commission make a recommendation to the City Council to deny the Pioneer Investors LLC – Heidrick Ranch II Development Agreement Amendments based subject to the following findings: (Specify)

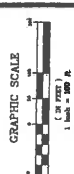
ATTACHMENTS:

- A. Vicinity Map & Tentative Map
- B. Applicant request to modify the Development Agreement
- C. Findings of Fact
- D. Ordinance Approving the Development Agreement Amendment
- E. Modified Conditions of Approval

ATTACHMENT A



VICINITY MAP



ATTACHMENT B

Statement of Justification

Delete Tentative Map Condition of Approval #58 which addresses the use of fee credits for Second and Third Release BUAs.

On March 5, 2013 The City Council adopted, by resolution, the “Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; the Collection of SLIF Fees, and the Processing and refunding of Private Placement Bonds”. Condition #58 conflicts with these Administrative Guidelines, and is now obsolete.

When Condition #58 was originally added to the Conditions of Approval in December 2010, the City had not developed the Administrative Guidelines, and so the Condition was included as a way of addressing this gap. These have since been created, and so Condition #58 should be deleted so the Conditions of Approval are consistent with the Administrative Guidelines.

Public Works Condition No. 1 b and 1 e: Pioneer Avenue—delete the obsolete condition to advance funds towards Pioneer Widening.

The City previously sought funding from Spring Lake Specific Plan Property owners for Pioneer Widening in front of the High School. A condition was added to the December 2010 which would have required funds be advanced towards this. (Additionally, this condition erroneously did not net out offsets for IFR land dedication payments and County reimbursements.) Subsequently, the City was able to pull previously allocated and other funds back into the Specific Plan and complete the required infrastructure without further pursuing funding from Specific Plan Landowners, making this request obsolete.

Amend Public Works Condition 5. County Road 101:

The first final map in Heidrick that connects to Harry Lorenzo (CR 101) shall improve Harry Lorenzo Drive (CR 101) from Farmer’s Central Rd. to CR 25A, unless completed by others. The improvement immediately south of the Heidrick property shall consist of a transition (length to be determined based on design speed and initial width of transition) from the new cross section adjacent to the project to the existing Harry Lorenzo roadway to the south. The remaining roadway adjacent to and south of the transition section shall be improved with either a type three Slurry or Micropaved as determined by the City plus signing and striping to City Standards. The street cross section adjacent to the Heidrick property shall include a 12’ travel lane, an 8’ parking lane (including 2’ gutter pans, 8.5’ street-side planter strips (including .5’ curb) and 5.5’ wide sidewalk on the east half of the street, and include a 12’ travel lane, an 8’ parking lane (including 2’ gutter pans) and a .5’ curb on the west side of the street (abutting the MPRA), unless an alternative interim pavement section is approved by the City Engineer.

The “unless completed by others” language is to address the potential that other property owners south of the triggering final map could complete portions of the slurry seal or construction of Harry Lorenzo (CR 101)

The street cross section is now better defined to avoid the potential conflicts with the future development of the MPRA.

Amend Public Works Condition 4. j to read as follows:

Final map for lots 70 – 99 shall include connection of FCR to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Section to include full improvements south of centerline and 12' travel lane with 4' paved shoulder north of centerline, plus full improvements at the roundabout. Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. City shall assist in acquiring any additional right of way needed for this roundabout from adjacent property owners. Condition shall be deemed fulfilled if construction is completed by others however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP update for approval. Adjacent property owners shall be required to reimburse their pro-rata share of the total cost with their next entitlement request.

Per City request, the requirement to construct the roundabout is being added to this tentative map as a condition of approval.

ATTACHMENT C

FINDINGS OF APPROVAL FOR: PIONEER INVESTOR, LLC - HEIDRICK RANCH II DEVELOPMENT AGREEMENT AMENDMENTS

Prepared for approval by the Woodland Planning Commission on June 20, 2013

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.
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.

Specific Plan Consistency Findings:

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.

Zoning Consistency Findings:

1. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

Findings Related to Community Design Standards:

1. The project substantially satisfies the requirements of the Community Design Standards.

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.

H:\PAUL\Spring Lake\Heidrick II\Finals\FINDINGS OF APPROVAL FOR HEIDRICK RANCH PROJECT.docx

ATTACHMENT D

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WOODLAND APPROVING THE
DEVELOPMENT AGREEMENT AMENDMENT BETWEEN THE CITY OF
WOODLAND AND PIONEER INVESTORS, LLC – HEIDRICK RANCH II RELATIVE
TO PROPERTY LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA**

**The City Council of the City of Woodland DOES HEREBY ORDAIN AS
FOLLOWS:**

Section 1. Purpose. The purpose of this Ordinance is to approve an amendment to the Pioneer Investors LLC - Heidrick Ranch II Development Agreement (the "Agreement Amendment") entered into between the City of Woodland and Pioneer Investors, LLC, relative to the use and development of the property located within the Spring Lake Specific Plan Area, which is more particularly described in said Agreement.

Section 2. Findings. The City Council hereby finds and declares:

1. The City Council previously certified an Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069; August 15, 2000) and adopted addendums to the Turn of The Century EIR. No additional environmental review of the Agreement is required by law, ordinance, or regulations.
2. The City Council adopted Ordinance No. 1390 on April 6th, 2004, approving a Development Agreement between the City of Woodland and Pioneer Investors, LLC relative to Heidrick Ranch II. This Agreement Amendment amends the Development Agreement approved through Ordinance No. 1390 approved on April 6th, 2004 and amended December 14, 2010.
3. Modified Findings of Fact and Conditions of Approval are incorporated into the Agreement Amendment as shown in Attachments "C" & "D."
4. Public hearings on the Agreement Amendment were held by the Planning Commission and City Council and notices of these hearings were given in the form and at the times required by state law and City ordinances and resolutions.
5. The City Council has considered the findings and recommendation of the Woodland Planning Commission. The City Council accepts those findings and recommendation, and incorporates them herein by this reference.
6. The Agreement Amendment is consistent with the objectives, policies, land uses, and programs specified in the City General Plan and the Spring Lake Specific Plan.
7. The Agreement Amendment satisfies the fiscal policies of the General Plan.

8. The Agreement Amendment is consistent with and conforms to the requirements of Government Code Sections 65864-65869.5.

9. The Agreement Amendment is consistent with the provisions of Resolution No. 3542 of the City Council Establishing Procedures for Consideration of Development Agreements and the provisions of Resolution No. 4330 Approving the Spring Lake Specific Plan.

Section 3. Approvals. The Agreement Amendment is hereby approved and the Mayor and City Clerk are authorized and directed to execute said Agreement Amendment on behalf of the City of Woodland.

The City Clerk shall cause the Agreement Amendment to be recorded in the Official Records of Yolo County upon execution, but in no event prior to the effective date of this ordinance.

Section 4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

AYES:

NOES:

ABSTAIN:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DEVELOPMENT AGREEMENT AMENDMENT BETWEEN CITY OF WOODLAND AND PIONEER INVESTORS, LLC – HEIDRICK RANCH II

This Development Agreement Amendment is entered into effective on the date it is recorded with the Yolo County Recorder by and among the City of Woodland, a California general law city, Pioneer Investors, LLC, a California limited liability company.

Development Agreement Conditions of Approval as shown in strikethrough for deletions and double underline for new text, is hereby amended as follows.

~~58. No fee credits may be used toward payment of Spring lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred or generated until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, 2.8), or until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.~~

1. Pioneer Drive

- ~~b. Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment the City shall invoice the Pioneer Investors, LLC for the Heidrick map's fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is \$268,972.02. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~
- ~~e. Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~

4. Farmers Central Road

- ~~j. Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary.~~

Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct that

includes: full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fund all costs and deposit estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

- k. Temporary cul de sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance

1. County Road 101

- a. ~~The first final map in Heidrick that connects to Harry Lorenzo (CR 101) Drive shall improve Harry Lorenzo Drive (CR 101) from Farmers Central Rd. to CR 25A. The improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer's Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5' wide sidewalk on the east half of the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

Development Agreement Conditions of Approval are hereby amended as included in Attachment

"D."

ATTACHMENT E

CONDITIONS OF APPROVAL: The following conditions shall be fully satisfied prior to acceptance of final map (unless otherwise stated). **Conditions shown in strikethrough for deletions and double underline for new text.**

Community Development Department:

1. The project is as described in the staff report for the Heidrick Map prepared for the March 4, 2004 and October 21, 2010 Planning Commission. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the March 4, 2004 and October 21, 2010 staff report for the Heidrick Map, except as modified by these conditions of approval.
2. The applicant shall hold harmless the City, its council members, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the city and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of the permit. Applicant further agrees to provide a defense for the City in any such action.
3. Landscaping design, materials, installation, and maintenance in roadway 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 Requirement), 2.22 (Drought-Tolerant Plantings), 4.17 (Timing of Landscaping), 4.17.1 (Landscaping at Intersections), 4.18 and 4.19, and 7.13.
4. The minimum paved section for any combined pedestrian/bicycle (multi-use) pathway is 10-feet, plus a two-foot clear area on either side, for a total of 14 feet (Development Regulation 4.19.1). Pathways shall be designed to satisfy and fully implement Development Regulation 4.21, 4.26, 4.27, and 5.26.
5. Drainage of vacant parcels shall be maintained so as not to cause erosion or run-off problems.
6. The location of all utility structures shall be coordinated with and depicted on the landscaping plan. 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 in landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant and the City shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (Connectivity) 2.21 (Utility Facilities), and 6.17 through 6.19. Light poles shall not be located so as to conflict with the planting or future growth and shading of trees throughout the site.
7. A design for fencing along Farmer Central shall be submitted to the Community Development Director and Public Works Director for approval. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).

8. Sidewalk access for handicapped shall conform to federal, state, and local requirements pursuant to Development Regulation 4.9.4. Sidewalks shall be linear pursuant to Development Regulation 2.22.3 (Sidewalk Design).
9. Conceptual architectural plans and elevations shall be submitted for review and approval by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and the SLSP Design Standards. All mechanical equipment, whether roof-mounted or on the ground, shall be fully screened from view. 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 units shall be oriented towards 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, 7.20, and 7.21.1 and 7.21.2 relating to energy conservation shall be addressed.
10. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 on page 2-21 of the SLSP.
11. Deed disclosures that satisfy Development Regulation 2.1 (Disclosures) and Regulation 2.2.2 (Agricultural Disclosures) 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).
12. 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. Fully executed, meaning signed and recorded with the County. The Merritt property (APN 041-060-06) has been proposed for project mitigation. Refer to Attachment 8 of the March 4, 2004 Planning Commission Staff Report.
13. The applicant/project 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).
14. 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.

15. Satisfy and fully implement Development Regulations 2.12 (Grading and Construction), 2.22-1 (Vertical Curb), 2.27 (Local Builder Requirements), 6.15 and 7.14 (Construction Recycling), 7.3 and 7.4 related to grading and construction.
16. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall identify and install required minor entry features. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall establish a neighborhood entry feature at "D" Street and at the intersection of Farmers Central and "D" Street. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to acceptance of final map, the applicant shall be required to submit a design theme for all entry features. Theme shall be consistent with the SLSP Design Standards and to the satisfaction of Community Development Director.
17. Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units. The subdivision trail shown (Lots F) shall be developed with the adjoining dwelling units for the Heidrick Ranch North Map. Fencing (over 3 ½ feet) for lots that side on to trails shall be open type for the front portions of the side yard.
18. Pursuant to Development Regulation 4.17, street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.
19. Deeds for the affordable units shall be restricted to qualified buyers pursuant to the SLSP Affordable Housing Plan. Affordable units shall be constructed at the same time (or earlier) as adjoining market-rate units pursuant to Development Regulation 3.2.
20. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.
21. Ten percent of all single-family units shall be designated affordable units. Based on 157 units in this map, 16 affordable units are required. Affordable units must be provided within each land use category.
22. 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). 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 on pages 7-10 of the SLSP AHP.
23. As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units to a minimum unit living area of 850 square feet. However, recognizing the need for some larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is required.

24. 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 market-rate for-sale units.
25. With the proposed revised phasing of the Heidrick Ranch Phase II Subdivision Map, one additional corner lot duplex shall be provided in the remainder second phase of the Hedrick Ranch Phase II map.
26. Right-of-way at intersections with arterials and intersections with collectors sufficient to provide the required 6-foot pedestrian landing area and turn lanes without decreasing landscaping (Development Regulation 4.7.1) shall be provided to the satisfaction of the Public Works Director.
27. Where site work results in the discovery of cultural resources (e.g. buried prehistoric or historic finds), work shall halt immediately for a distance of 100 feet from the discovery site, and the project archeologist and Native American Heritage Commission shall be contacted. In any human bone is located, the Yolo County Coroner must also be notified. The mitigation protocol identified in the Mitigation Monitoring Plan shall be implemented. (MM 4.10-1)
28. Pursuant to Development Regulation 5.7.1, parkland shall not be used for joint drainage purposes.
29. The following statements shall be added to the map: 1) The Tentative Map conforms with all requirements of the State of California Subdivision Map Act; and 2) The Tentative Map conforms with all requirements of the City of Woodland Subdivision Ordinance.
30. The applicant shall submit for approval by the Community Development Director and Public Works Director a design detail that addresses the safe routing of bicycles and pedestrians from those points where greenbelts/trails intersect mid-block at an arterial, to the nearest signal/crosswalk.
31. The Nexus Study shall be finalized. The applicant must comply with the requirements of the SLSP Nexus Study.
32. In satisfaction of Mitigation Measure 4.4-5, the applicant shall have performed a hydrological analysis of the interim impacts to agricultural wells from the first phase permanent water wells. Applicant may elect to request that the City perform the analysis, in which the applicant shall be required to fully fund the water well impact analysis. This analysis may be subject to reimbursement, if applicable.
33. Pursuant to Mitigation measure 4.5-3(a), 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.

34. 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 the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.
35. Privacy fencing along arterials shall be constructed of suitable materials and in a suitable manner to be consistent with the Design Standards, but also meet specifications to provide appropriate noise attenuation. The design specifications for these fences shall be submitted for staff approval and shall require written sign-off by the project noise engineer.
36. The recommendations contained in the Conclusions section and Recommendations section of the Geotechnical Engineering report (WKA, November 14, 2003) shall be implemented.
37. Final lots that have "second units" will be identified in conjunction with the required review of architectural plans and elevations prior to acceptance of final map (SLSP, page 2-25).
38. Approval of a tentative map requires that all lots shall have a building unit allocation (BUA) assigned. No lots shall be final unless a BUA is provided.
39. Applicant shall comply with Air Quality Management District directives for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction (SLSP page 7-4 [Reg 7.3]).
40. 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 mosquitos, black gnats, and other vectors.
41. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has establish construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan. (MM 4.13-18)
42. Applicant shall comply with all dust suppression requirements during all grading and constructions activities (SLSP page 7-4 [Reg 7.4]).
43. Provisions in the CC&Rs shall be adopted that prohibit recreational vehicle parking in the front yard longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
44. Provisions in the CC&Rs shall be adopted that prohibits 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. This provision shall be enforced through mechanisms established in the CC&Rs.

45. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of colors on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.
46. Applicant shall comply with required lot width variation as noted on the tentative map and require that each block have some lots widths that vary per SLSP requirement (SLSP page 2-39 [Reg. 2.35.5]). This requirement shall be demonstrated at the subdivision design review in concert with review of individual house plans and layout and how each may vary.
47. Off-site improvements must satisfy the requirements of the SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
48. 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.
49. Where greenbelts and/or subdivision trails cross streets, enhanced crosswalks (e.g. raised decorative brick) shall be installed.
50. The Heidrick Map shall be corrected as follows: a) reflect compliance with all conditions; b) correct Existing Zoning; c) correct Proposed Zoning; d) Note 2 Lot D to be sold to Hollman.
51. Pursuant to Development Regulation 8.2, when triggered, construction of a neighborhood park shall be completed within 15 months. Park development shall be consistent with Development Regulation 5.8, 5.9, 5.10 and 5.11.
52. The tentative subdivision map shall be revised to show Lots F as 25-feet in width per the Design Standards and shall be aligned to establish visibility from end to end.
53. Deleted
54. The applicant shall provide 10 percent of the units at an affordable level. The first phase of the Heidrick Ranch Phase II Subdivision Map (69 units) shall provide seven affordable units. Four of the eight half-plex units shall be affordable, and three single family homes shall be affordable (lots 19, 17 and new proposed lot F). The four affordable half-plex shall be interspersed among the eight units, each dual half-plex building shall not be located adjacent to one another. The affordable units shall be constructed concurrent with market rate units. The concurrency requirement shall be evaluated upon the issuance of every increment of 10 market rate permits. A permit for the final market rate unit shall not be issued until the applicant has constructed the last required affordable unit.
55. Deleted
56. In accordance with the Phase I Environmental Site Assessment, any septic system associated with the old homesite on the property shall be destroyed in accordance with regulatory guidelines.

57. For Lot A, if fencing is proposed along Farmers Central and Pioneer Avenue it shall be open type.

~~58. Fee credits generated by a project in the First Release (including those units with First Release Building Unit Allocations ["BUA's"], those units constructed to meet First Release affordable housing requirements, and those multifamily sites which participated in the First Release) may be applied toward First Release building permits at the time of issuance. For all other projects, no fee credits may be used toward payment of Spring Lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred, or generated, unless one of the following occurs: (i) bonds have been issued by the CFD in connection with the final map for a project, in which case fee credits may be used equal to the amount of the net bond proceeds; (ii) until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, and 2.8); or (iii) until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.~~

Public Works (Development Engineering) Conditions:

Street Improvements (SHEET 1 of 4)

All proposed roads within the subdivision shall comply with the most recent eEdition City's Engineering Standard Specifications & Details at the time of subdivision improvement plan adoption, except as specified in the adopted Spring Lake Specific Plan and conditions set forth below. *Note: The roadway dimensions on the proposed tentative map do not necessarily comply with the City Standards.*

All maps and plans shall comply with the City's electronic submission ordinance.

1. Pioneer Drive

The following improvements will be constructed:

- a. Partial street improvements shall be constructed from the Farmers Central Road to the southerly extension of Pioneer Ave at the south boundary of the Pioneer High School. The east side street cross section shall match existing street cross section being constructed with the new Pioneer High School with the exception that a 6 foot AC interim pathway shall be constructed and the landscaping shall be deferred until the Westside landscaping improvements are constructed. The east side street improvements shall be constructed with the SLSP First final map.
- ~~b. Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on~~

~~Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment the City shall invoice the Pioneer Investors, LLC for the Heidrick map's fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is currently estimated to be \$268,972.02 and will not exceed 120% of this number. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~

- c. Full roadway improvements on Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map shall be constructed with the first final map west of Pioneer Avenue. Full improvements shall include curb, gutter, sidewalk and landscaping on both sides of Pioneer Avenue as well as underground utilities. Two lanes of the four lanes are subject to reimbursement from the initial facilities requirements of the 2004-1 Mello Roos district. Should two lanes of the four lanes be constructed by another project, applicant shall be responsible for connection to the existing project including a transition as determined necessary by the City Engineer.
- d. Restricted (no) vehicle access shall be designated on the tentative map on east and west side of Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map. The final map shall identify relinquishment of access rights along Pioneer Avenue (except for pedestrian access from lot A).
- e. ~~Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~
- f. Install a traffic signal at the intersection of Pioneer Avenue/Farmer's Central Road intersection when Farmer's Central Road is extended from Pioneer Avenue to CR 101. Partial or interim signal improvements may be allowed at the approval of the City Engineer. Portions of ultimate improvements may be reimbursed from the City's IFR money as determined by the City Engineer and Financial Officer.
- g. Corner Radii at the intersection of Pioneer Avenue and Farmers Central Road shall be modified to the satisfaction of the City Engineer. In the case of the northwest and southeast corners this may include increasing the curb radius to greater than fifty (50) feet. Adjacent lots shall be modified accordingly on the final map.
- h. No parking shall be allowed on Pioneer Ave.

2. "A", "B", "D", "F", and "2 Court" Street

The following improvements will be constructed:

- a. Streets shall be constructed to a 57-foot local street. With the approval of the City Engineer A and F streets may be 54' provided an illustrative lotting for land to south

shows that these streets will not be primary access to subdivisions to the south.

- b. B" Street shall have decorative stamped concrete or brick paver crosswalks at the intersections of "2 Street". The intersection or crosswalks may be raised at the discretion of the City Engineer.

3. County Rd 102

The following improvements will be constructed:

- a. Landscaping and street improvements shall be constructed from Gibson Rd to Farmers Central Rd per the approved Specific Plan. As approved by the City Engineer, street improvements and landscaping shall be constructed from Farmers Central Rd. to Parkway Drive.
- b. The intersection of CR102 at Farmers Central Rd shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.
- c. The intersection of CR102 at Parkway Dr. shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.
- d. An interim southbound right turn deceleration lane and right turn acceleration lane shall be constructed with the dimensions designed to the satisfaction of the City Engineer in the portion of the right-of-way reserved for future widening for a second southbound through lane on Rd 102.
- e. No parking shall be allowed on CR 102.

4. Farmers Central Road

The following improvements will be constructed:

- a. If the roadway connection to Gibson Road is by way of CR 101 from development to the south of the Heidrick tentative map, then with the first final map, Farmers Central Rd from Pioneer Ave. to CR 101 shall be constructed to full width street improvements. If interim improvements are allowed, the required minimum interim roadway section that would be allowed would be a 32-foot wide roadway section, but may be greater depending on the status of other development fronting Farmers Central Rd. Any interim improvements that may be allowed to be constructed shall be as approved by the City Engineer.
- b. Farmers Central Rd along the frontage of the tentative map shall be constructed in phases

with subsequent final maps. Improvements shall include the entire south half of the street section including landscaping plus a westbound travel lane, four foot shoulders (2 feet paved, 2 feet unpaved) and drainage features to the satisfaction of the City Engineer. Should Farmer's Central Road connect to Harry Lorenzo drive (CR 101) additional widening for turn lanes shall be necessary at the intersection of Pioneer Avenue. Geometric Design to be submitted to the City Engineer for approval. Applicant shall be required to install 72" storm drain line on the north side of the street, if it cannot be demonstrated that later installation of the line will not disturb the pavement section; and applicant shall meet all lighting standards for collector roadways and install additional lights as necessary to do so.

- c. Any phased final map that does not include connection to Harry Lorenzo Drive shall include a dedicated emergency vehicle access subject to the approval of the City Engineer and Fire Marshall. Minimum section shall be a gravel road load for a 20 ton vehicle in a 10 year storm which is then constructed on top of 12" of lime treated native base material (not counted in the structural section).
- d. With the connection of Farmers Central Road to CR 102 the intersection shall be controlled by a traffic signal. Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district.
- e. If Farmers Central Rd to the east of the Heidrick Tentative map is not constructed prior to the first final map a traffic signal shall be installed at the intersection of Farmer's Central Road/Collector 1 upon the approval of the final map that triggers the 1400th unit in the SLSP area east of Highway 113. The City Engineer may waive this requirement if he determines it is unnecessary.
- f. Provide a structural pavement section for the segment of Farmer's Central Road, from Pioneer Avenue to Collector 1, based on minor arterial standards.
- g. Align Farmers Central Road at Pioneer Avenue to minimize the curve east of the intersection at Pioneer Avenue. Minimum tangent lengths at the intersection shall be in accordance with City Standards (100'). Prepare a street section detail for Farmers Central Rd. east of Pioneer Avenue that includes the Farmer's Central Storm Drain Ditch.
- h. The final map shall identify relinquishment of access rights for Lot A along Farmers Central Road within 250 feet of Pioneer Avenue and within 100 feet of "D" Street.
- i. Partial street improvements shall have temporary bulb turn arounds dedicated to the City at the end of each street. Bulb design is subject to approval of the City Engineer.
- j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary.~~

Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct that includes: full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fund all costs and deposit estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

- k. Temporary cul de sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance with City detail 0350 or other continuous barrier method approved by the City Engineer.

5. County Road 101

- a. ~~The first final map in Heidrick that connects to Harry Lorenzo (CR 101) Drive shall improve Harry Lorenzo Drive (CR 101) from Farmers Central Rd. to CR 25A. The improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer's Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5' wide sidewalk on the east half of the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

- b. Applicant shall contract a certified arborist to make recommendations as to health of existing trees located along CR 101; and then the improvement plans shall have a specific section for the maintenance of the health of the trees and their incorporation into the ultimate public improvements. Said section shall be subject to the approval of the City Engineer at the time of subdivision improvement plan submission.

6. County Road 25A

- a. At the time of final map; applicant shall pay \$794 per single family or duplex lot as a fair share towards improving CR 25A.

7. Deleted

8. Intersection Enhancement Details

The following improvements will be constructed:

- a. Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer. Locations defined for textured crosswalks, raised crosswalks or intersection may be changed at the time of the subdivision improvement plans at the discretion of the City Engineer.

9. Local Streets and Alleys

The following improvements will be constructed:

- a. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.
- b. Public alleys shall be constructed of reinforced concrete with a design subject to the approval of the City Engineer, underground drainage connection may be required due to type and style of lot grading. Alley shall intersect adjacent street with a commercial driveway.
- c. Additional lighting shall be required on the rear of each building to illuminate the alley. Alley illumination lights shall direct lighting to the alley and be approved by the building official. CC&R's shall include the lighting requirement. The CC&R's shall be included in the disclosure statement.
- d. CC&R's shall include requirement for garbage, recycle and green waste toters to be brought to the street for pickup. This CC&R shall be included in the disclosure statement.

Tentative Map Street Cross-Sections, Sheet 4 of 4, dated October 10, 2003). Conditions and Changes shall be made as follows:

10. Street Section - (Local 54')
 - a. Add all street names that will be 54' to the detail heading.
11. Street Section - (Local 57')
 - a. Add all street names that will be 57' to the detail heading
12. **ADD NEW DETAIL – 25-Foot Subdivision Trail**
 - a. Add cross section detail of subdivision trail.
13. **ADD NEW STREET CROSS SECTION- Pioneer Ave., Farmers Central Rd to High School.**
 - a. Street cross section shall be modified to clearly depict improvements to be constructed with first final map. The east side street cross shall match existing street cross section being constructed with the new Pioneer High School. Landscaping, with the exception of trees, may be deferred until the west side landscaping improvements are constructed. A 6-foot AC interim pathway shall be constructed. The east side street improvements shall be constructed with the First final map.
14. **ADD NEW STREET CROSS SECTION- 57-Foot Local Street**
 - a. "A", "B", "D", "F", and "2 Court Street
15. **ADD NEW STREET CROSS SECTION- CR 102- Gibson Rd. to Farmer's Central Rd.**
 - a. Depict full improvements
16. Street Cross section details, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.
17. Construction of the intersections of Farmers Central Rd at Pioneer Avenue, Farmers Central Rd. at Collector 1, and Pioneer Avenue and Collector 4 shall include the construction of the underground portions of future traffic signals and the above ground portions as the City Engineer deems necessary at the time of sub division improvement plans.
18. Additional traffic related improvements shall be incorporated upon completion of the traffic study. These may include offsite improvements to CR 101 and CR 25A as well as additional traffic signal improvements.
19. A signing and striping, and stop plan is required and shall be approved by the City Engineer. All signing and stripping shall be in accordance with the City of Woodland Design and Construction Standards.

20. Prior to approval of the first tentative the project must determine and fund a fair share of the capital and operating costs associated with providing public transit service to the Plan area per SLSP regulation 4.35 and (TOC EIR MM 4.6-3).
21. Prior to approval of the first tentative the project must prepare and have approved by the City and Transportation District, a transit plan per SLSP regulation 4.36 and (TOC EIR MM 4.6-4)
22. Street light types shall be those historic types identified in the SLSP Design Standards. The City is updating its design standards and details for spacing historic lights. Improvement plans shall be designed to those standards when adopted.

Storm Drainage and Site Grading (Sheet 2)

23. A comprehensive storm drainage master plan shall be prepared by a registered civil engineer for project watershed(s), including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required) and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate off-site storm water.
24. Tentative Map Area Storm Drainage Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.
25. The Tentative Map area drainage plan shall be prepared and shall identify specific storm drainage design features to control increased runoff from the project site. This may be achieved through one or more of the following: onsite detention, channel modifications, and/or equally effective measures to control the rate and volume of runoff. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Public works Department for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details.
26. 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.

27. 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.
28. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
29. Drainage fees shall be paid prior to issuance of a building permit.
30. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
31. Prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating SLSP property owners for the disposal and sharing of the excavated soil from the construction of the East Regional Detention basin and conveyance facilities. The excavated soil is the property of the SLSP.
32. All projects shall comply with the City's Storm Water ordinance, which includes implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.
33. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.
34. 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.
35. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP). Depth of the water table. The City Engineer shall approve water table depth at the time of submission of the sub division improvement plans.
36. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

37. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
38. Applicants for projects draining into water bodies shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.

Wastewater and Sewer Collection System (Sheet 3)

39. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
40. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
41. Prior to approval of the first tentative map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.
42. A Tentative Map Area Sewer Collection System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
43. 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.
44. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.

Water Infrastructure Conditions (Sheet 3)

45. All materials and installation of the water system shall be at the applicant's expense per City of Woodland Standard Specifications and Details.
46. If required, per SB221, project Applicant shall obtain a Water Verification (WV) prior to approval of final map. Verification shall the following conditions.

47. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier.
48. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
49. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law.
50. 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.
51. Based on SLSP water modeling two new wells are needed to serve the first stage of development as identified in the SLSP. If the parcels required for the two new wells have not been acquired, the project applicant shall be required to acquire said parcels prior to approval of the first final map. The City will oversee the design and construction of two new wells. No building permits will be issued prior to construction and operation of two (2) new wells to serve the SLSP area. Only if the City acquires and develops the existing County well or the College well as municipal wells and develops the City's Regional Park well as a municipal well as interim water production facilities will the applicant be able to defer construction of the two new wells. Either a development agreement or the subdivision improvement agreement will provide for reimbursement or credit against water connection fees to cover the development of this facility.
52. The Applicant shall submit a well site plan with facility elevations for City approval with the final map application. (This condition may be waived if site plan is prepared by another project).
53. 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. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the SLSP. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
54. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered.
55. 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 applicant'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.

56. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.
57. The City of Woodland Plan Review Fee applies and is due upon submittal of the maps and plans for review.
58. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.
59. REFLECTORS FOR FIRE HYDRANTS: 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.
60. MEDIANS, FIRE HYDRANT PLACEMENT: When Median strip is to be installed in the center of a street; the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
61. Prior to approval of the first tentative map, a comprehensive on-site Water system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.
62. A Tentative Map Area Water System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

General Public Works Conditions

63. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City; state and federal planning documents associated with this tentative map and

comply with all regulations, mitigations and conditions set forth.

64. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
65. Applicant shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this Project.
66. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit.
67. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
68. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.
69. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
70. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Woodland and the utility providers.
71. Street lighting location plan shall be submitted and approved by the Department of Public Works, prior to approval of improvement plans and final recordation of Map.
72. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.
73. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been accepted by the City Council, and the City has approved as-built drawings, and the unit has been issued a Certificate of Occupancy by the Building Official. Applicants, contractors, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.
74. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the applicant's expense unless otherwise provided for through a reimbursement

agreement. All public utility standards for public easements shall apply.

75. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a final map.

Easements and Right of Way

76. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
77. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
78. A ten (10) foot public utility easement back of 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- Not required on Pioneer Ave or Parkway Drive. With City Engineer approval the PUE may be 7 feet behind a separated sidewalk.
79. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.
80. The final map shall identify a relinquishment of access rights along County Road 102, Parkway Drive, and Pioneer Ave. Except pedestrian access may be provided adjacent arterial sidewalk.
81. Prior to the approval of the final map the developer shall have procured all necessary offsite easements including but not limited to the conveyance of agricultural runoff.

Reimbursements for Applicant Install Improvements

82. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

Landscaping and Lighting

83. Project proponents shall enter into the Landscape and Lighting District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.
84. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public

Works Department per the SLSP and SLSP Design Guidelines.

85. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.
86. 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.
87. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.
88. Underground any overhead utilities within the project.
89. Submit proposed Street names for approval by the City of Woodland.
90. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
91. Public improvements in addition to roadway construction shall include water; sewer and storm drain mains, Fire hydrants, streetlights and railroad crossing improvements.
92. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans and the railroad.
93. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
94. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
95. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.
96. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.

Fire Department:

1. The Woodland Fire Department requires that development fees for future Woodland Fire Department capital projects are included in the development package and included in the Major Projects Financing Plan.
2. Homes proposed in the plan will be constructed with approved fire sprinkler systems in accordance with Chapter 9-A of the City of Woodland Municipal Code and NFPA 13-D.
3. Provide fire hydrants, which are spaced and constructed in accordance with the approved standards contained in the 2002 City of Woodland Standards and Specifications and Details Manual Chapter 7, Section 7.3 Fire Hydrants, which specifies that "Hydrants shall have a maximum spacing of 300-feet in all areas."
4. Appropriate street names for the project will be selected by the Woodland Fire Department after the homes are numbered by the Community Development Department.
5. The applicant shall conform with Development Regulations 4.7.3, 4.9.5, 6.24, and 6.25 to the satisfaction of the Fire Chief.

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ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WOODLAND APPROVING THE
DEVELOPMENT AGREEMENT AMENDMENT BETWEEN THE CITY OF
WOODLAND AND PIONEER INVESTORS, LLC – HEIDRICK RANCH II RELATIVE
TO PROPERTY LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA**

**The City Council of the City of Woodland DOES HEREBY ORDAIN AS
FOLLOWS:**

Section 1. Purpose. The purpose of this Ordinance is to approve an amendment to the Pioneer Investors LLC - Heidrick Ranch II Development Agreement (the “Agreement Amendment”) entered into between the City of Woodland and Pioneer Investors, LLC, relative to the use and development of the property located within the Spring Lake Specific Plan Area, which is more particularly described in said Agreement.

Section 2. Findings. The City Council hereby finds and declares:

1. The City Council previously certified an Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069; August 15, 2000) and adopted addendums to the Turn of The Century EIR. No additional environmental review of the Agreement is required by law, ordinance, or regulations.

2. The City Council adopted Ordinance No. 1390 on April 6th, 2004, approving a Development Agreement between the City of Woodland and Pioneer Investors, LLC relative to Heidrick Ranch II. This Agreement Amendment amends the Development Agreement approved through Ordinance No. 1390 approved on April 6th, 2004 and amended December 14, 2010.

3. Modified Findings of Fact and Conditions of Approval are incorporated into the Agreement Amendment as shown in Attachments “C” & “D.”

4. Public hearings on the Agreement Amendment were held by the Planning Commission and City Council and notices of these hearings were given in the form and at the times required by state law and City ordinances and resolutions.

5. The City Council has considered the findings and recommendation of the Woodland Planning Commission. The City Council accepts those findings and recommendation, and incorporates them herein by this reference.

6. The Agreement Amendment is consistent with the objectives, policies, land uses, and programs specified in the City General Plan and the Spring Lake Specific Plan.

7. The Agreement Amendment satisfies the fiscal policies of the General Plan.

8. The Agreement Amendment is consistent with and conforms to the requirements of Government Code Sections 65864-65869.5.

9. The Agreement Amendment is consistent with the provisions of Resolution No. 3542 of the City Council Establishing Procedures for Consideration of Development Agreements and the provisions of Resolution No. 4330 Approving the Spring Lake Specific Plan.

Section 3. Approvals. The Agreement Amendment is hereby approved and the Mayor and City Clerk are authorized and directed to execute said Agreement Amendment on behalf of the City of Woodland.

The City Clerk shall cause the Agreement Amendment to be recorded in the Official Records of Yolo County upon execution, but in no event prior to the effective date of this ordinance.

Section 4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2013.

AYES:

NOES:

ABSTAIN:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DEVELOPMENT AGREEMENT AMENDMENT BETWEEN CITY OF WOODLAND AND PIONEER INVESTORS, LLC – HEIDRICK RANCH II

This Development Agreement Amendment is entered into effective on the date it is recorded with the Yolo County Recorder by and among the City of Woodland, a California general law city, Pioneer Investors, LLC, a California limited liability company.

Development Agreement Conditions of Approval as shown in strikethrough for deletions and double underline for new text, is hereby amended as follows.

- a) ~~No fee credits may be used toward payment of Spring lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred or generated until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, 2.8), or until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.~~
- 1. Pioneer Drive
- b) ~~Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment the City shall invoice the Pioneer Investors, LLC for the Heidrick map's fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is \$268,972.02. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~
- c) Full roadway improvements on Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map shall be constructed with the first final map west of Pioneer Avenue. The standard street section for this section of Pioneer Ave. shall be amended to incorporate a 10' wide multi-use path on the west side of Pioneer Avenue. The incorporation of the multi-use path will not require revisions to the lotting plan or curb-to-curb dimension of the street and shall be submitted to the satisfaction of the Community Development Director. Additionally, the bus turnout on the west side of Pioneer Avenue south of the intersection of Farmer Central Road shall be modified to consist of a curbside bus stop with reinforced concrete street section and shelter/pad to the satisfaction of the City Engineer. Full improvements shall include curb, gutter, sidewalk/path and landscaping on both sides of Pioneer Avenue as well as underground utilities. Two lanes of the four lanes are subject to reimbursement from the initial facilities requirements of the 2004-1 Mello Roos district. Should two lanes of the four lanes be constructed by another project, applicant shall be responsible for connection to the existing project including a transition as determined necessary by the City Engineer.
- e. ~~Intersection of Pioneer Avenue and Collector 4/High School shall include construction of~~

~~signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~

4. Farmers Central Road

- j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary.~~

Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct that includes: full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fund all costs and deposit estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

- k. Temporary cul de sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance

1. County Road 101

- a. ~~The first final map in Heidrick that connects to Harry Lorenzo (CR 101) Drive shall improve Harry Lorenzo Drive (CR 101) from Farmers Central Rd. to CR 25A. The improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer's Central Road to CR 25A,

unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5' wide sidewalk on the east half of the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

“C.”

Development Agreement Conditions of Approval are hereby amended as included in enclosure

CONDITIONS OF APPROVAL: The following conditions shall be fully satisfied prior to acceptance of final map (unless otherwise stated). **Conditions shown in strikethrough for deletions and double underline for new text.**

Community Development Department:

1. The project is as described in the staff report for the Heidrick Map prepared for the March 4, 2004 and October 21, 2010 Planning Commission. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the March 4, 2004 and October 21, 2010 staff report for the Heidrick Map, except as modified by these conditions of approval.
2. The applicant shall hold harmless the City, its council members, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the city and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of the permit. Applicant further agrees to provide a defense for the City in any such action.
3. Landscaping design, materials, installation, and maintenance in roadway 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 Requirement), 2.22 (Drought-Tolerant Plantings), 4.17 (Timing of Landscaping), 4.17.1 (Landscaping at Intersections), 4.18 and 4.19, and 7.13.
4. The minimum paved section for any combined pedestrian/bicycle (multi-use) pathway is 10-feet, plus a two-foot clear area on either side, for a total of 14 feet (Development Regulation 4.19.1). Pathways shall be designed to satisfy and fully implement Development Regulation 4.21, 4.26, 4.27, and 5.26.
5. Drainage of vacant parcels shall be maintained so as not to cause erosion or run-off problems.
6. The location of all utility structures shall be coordinated with and depicted on the landscaping plan. 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 in landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant and the City shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (Connectivity) 2.21 (Utility Facilities), and 6.17 through 6.19. Light poles shall not be located so as to conflict with the planting or future growth and shading of trees throughout the site.
7. A design for fencing along Farmer Central shall be submitted to the Community Development Director and Public Works Director for approval. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).

8. Sidewalk access for handicapped shall conform to federal, state, and local requirements pursuant to Development Regulation 4.9.4. Sidewalks shall be linear pursuant to Development Regulation 2.22.3 (Sidewalk Design).
9. Conceptual architectural plans and elevations shall be submitted for review and approval by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and the SLSP Design Standards. All mechanical equipment, whether roof-mounted or on the ground, shall be fully screened from view. 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 units shall be oriented towards 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, 7.20, and 7.21.1 and 7.21.2 relating to energy conservation shall be addressed.
10. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 on page 2-21 of the SLSP.
11. Deed disclosures that satisfy Development Regulation 2.1 (Disclosures) and Regulation 2.2.2 (Agricultural Disclosures) 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).
12. 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. Fully executed, meaning signed and recorded with the County. The Merritt property (APN 041-060-06) has been proposed for project mitigation. Refer to Attachment 8 of the March 4, 2004 Planning Commission Staff Report.
13. The applicant/project 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).
14. 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.

15. Satisfy and fully implement Development Regulations 2.12 (Grading and Construction), 2.22-1 (Vertical Curb), 2.27 (Local Builder Requirements), 6.15 and 7.14 (Construction Recycling), 7.3 and 7.4 related to grading and construction.
16. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall identify and install required minor entry features. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall establish a neighborhood entry feature at “D” Street and at the intersection of Farmers Central and “D” Street. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to acceptance of final map, the applicant shall be required to submit a design theme for all entry features. Theme shall be consistent with the SLSP Design Standards and to the satisfaction of Community Development Director.
17. Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units. The subdivision trail shown (Lots F) shall be developed with the adjoining dwelling units for the Heidrick Ranch North Map. Fencing (over 3 ½ feet) for lots that side on to trails shall be open type for the front portions of the side yard.
18. Pursuant to Development Regulation 4.17, street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.
19. Deeds for the affordable units shall be restricted to qualified buyers pursuant to the SLSP Affordable Housing Plan. Affordable units shall be constructed at the same time (or earlier) as adjoining market-rate units pursuant to Development Regulation 3.2.
20. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.
21. Ten percent of all single-family units shall be designated affordable units. Based on 157 units in this map, 16 affordable units are required. Affordable units must be provided within each land use category.
22. 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). 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 on pages 7-10 of the SLSP AHP.
23. As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units to a minimum unit living area of 850 square feet. However, recognizing the need for some larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is required.

24. 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 market-rate for-sale units.
25. With the proposed revised phasing of the Heidrick Ranch Phase II Subdivision Map, one additional corner lot duplex shall be provided in the remainder second phase of the Hedrick Ranch Phase II map.
26. Right-of-way at intersections with arterials and intersections with collectors sufficient to provide the required 6-foot pedestrian landing area and turn lanes without decreasing landscaping (Development Regulation 4.7.1) shall be provided to the satisfaction of the Public Works Director.
27. Where site work results in the discovery of cultural resources (e.g. buried prehistoric or historic finds), work shall halt immediately for a distance of 100 feet from the discovery site, and the project archeologist and Native American Heritage Commission shall be contacted. In any human bone is located, the Yolo County Coroner must also be notified. The mitigation protocol identified in the Mitigation Monitoring Plan shall be implemented. (MM 4.10-1)
28. Pursuant to Development Regulation 5.7.1, parkland shall not be used for joint drainage purposes.
29. The following statements shall be added to the map: 1) The Tentative Map conforms with all requirements of the State of California Subdivision Map Act; and 2) The Tentative Map conforms with all requirements of the City of Woodland Subdivision Ordinance.
30. The applicant shall submit for approval by the Community Development Director and Public Works Director a design detail that addresses the safe routing of bicycles and pedestrians from those points where greenbelts/trails intersect mid-block at an arterial, to the nearest signal/crosswalk.
31. The Nexus Study shall be finalized. The applicant must comply with the requirements of the SLSP Nexus Study.
32. In satisfaction of Mitigation Measure 4.4-5, the applicant shall have performed a hydrological analysis of the interim impacts to agricultural wells from the first phase permanent water wells. Applicant may elect to request that the City perform the analysis, in which the applicant shall be required to fully fund the water well impact analysis. This analysis may be subject to reimbursement, if applicable.
33. Pursuant to Mitigation measure 4.5-3(a), 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.

34. 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 the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.
35. Privacy fencing along arterials shall be constructed of suitable materials and in a suitable manner to be consistent with the Design Standards, but also meet specifications to provide appropriate noise attenuation. The design specifications for these fences shall be submitted for staff approval and shall require written sign-off by the project noise engineer.
36. The recommendations contained in the Conclusions section and Recommendations section of the Geotechnical Engineering report (WKA, November 14, 2003) shall be implemented.
37. Final lots that have “second units” will be identified in conjunction with the required review of architectural plans and elevations prior to acceptance of final map (SLSP, page 2-25).
38. Approval of a tentative map requires that all lots shall have a building unit allocation (BUA) assigned. No lots shall be final unless a BUA is provided.
39. Applicant shall comply with Air Quality Management District directives for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction (SLSP page 7-4 [Reg 7.3]).
40. 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 mosquitos, black gnats, and other vectors.
41. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has establish construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan. (MM 4.13-18)
42. Applicant shall comply with all dust suppression requirements during all grading and constructions activities (SLSP page 7-4 [Reg 7.4]).
43. Provisions in the CC&Rs shall be adopted that prohibit recreational vehicle parking in the front yard longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
44. Provisions in the CC&Rs shall be adopted that prohibits 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. This provision shall be enforced through mechanisms established in the CC&Rs.

45. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of colors on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.
46. Applicant shall comply with required lot width variation as noted on the tentative map and require that each block have some lots widths that vary per SLSP requirement (SLSP page 2-39 [Reg. 2.35.5]. This requirement shall be demonstrated at the subdivision design review in concert with review of individual house plans and layout and how each may vary.
47. Off-site improvements must satisfy the requirements of the SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
48. 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.
49. Where greenbelts and/or subdivision trails cross streets, enhanced crosswalks (e.g. raised decorative brick) shall be installed.
50. The Heidrick Map shall be corrected as follows: a) reflect compliance with all conditions; b) correct Existing Zoning; c) correct Proposed Zoning; d) Note 2 Lot D to be sold to Hollman.
51. Pursuant to Development Regulation 8.2, when triggered, construction of a neighborhood park shall be completed within 15 months. Park development shall be consistent with Development Regulation 5.8, 5.9, 5.10 and 5.11.
52. The tentative subdivision map shall be revised to show Lots F as 25-feet in width per the Design Standards and shall be aligned to establish visibility from end to end.
53. Deleted
54. The applicant shall provide 10 percent of the units at an affordable level. The first phase of the Heidrick Ranch Phase II Subdivision Map (69 units) shall provide seven affordable units. Four of the eight half-plex units shall be affordable, and three single family homes shall be affordable (lots 19, 17 and new proposed lot F). The four affordable half-plex shall be interspersed among the eight units, each dual half-plex building shall not be located adjacent to one another. The affordable units shall be constructed concurrent with market rate units. The concurrency requirement shall be evaluated upon the issuance of every increment of 10 market rate permits. A permit for the final market rate unit shall not be issued until the applicant has constructed the last required affordable unit.
55. Deleted
56. In accordance with the Phase I Environmental Site Assessment, any septic system associated with the old homesite on the property shall be destroyed in accordance with regulatory guidelines.

57. For Lot A, if fencing is proposed along Farmers Central and Pioneer Avenue it shall be open type.

~~58. Fee credits generated by a project in the First Release (including those units with First Release Building Unit Allocations ["BUA's"], those units constructed to meet First Release affordable housing requirements, and those multifamily sites which participated in the First Release) may be applied toward First Release building permits at the time of issuance. For all other projects, no fee credits may be used toward payment of Spring Lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred, or generated, unless one of the following occurs: (i) bonds have been issued by the CFD in connection with the final map for a project, in which case fee credits may be used equal to the amount of the net bond proceeds; (ii) until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, and 2.8); or (iii) until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.~~

Public Works (Development Engineering) Conditions:

Street Improvements (SHEET 1 of 4)

All proposed roads within the subdivision shall comply with the most recent ~~e~~Edition City's Engineering Standard Specifications & Details at the time of subdivision improvement plan adoption, except as specified in the adopted Spring Lake Specific Plan and conditions set forth below. *Note: The roadway dimensions on the proposed tentative map do not necessarily comply with the City Standards.*

All maps and plans shall comply with the City's electronic submission ordinance.

1. Pioneer Drive

The following improvements will be constructed:

- a. Partial street improvements shall be constructed from the Farmers Central Road to the southerly extension of Pioneer Ave at the south boundary of the Pioneer High School. The east side street cross section shall match existing street cross section being constructed with the new Pioneer High School with the exception that a 6 foot AC interim pathway shall be constructed and the landscaping shall be deferred until the Westside landscaping improvements are constructed. The east side street improvements shall be constructed with the SLSP First final map.
- ~~b. Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on~~

~~Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment the City shall invoice the Pioneer Investors, LLC for the Heidrick map's fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is currently estimated to be \$268,972.02 and will not exceed 120% of this number. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~

- c. Full roadway improvements on Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map shall be constructed with the first final map west of Pioneer Avenue. The standard street section for this section of Pioneer Ave. shall be amended to incorporate a 10' wide multi-use path on the west side of Pioneer Avenue. The incorporation of the multi-use path will not require revisions to the lotting plan or curb-to-curb dimension of the street and shall be submitted to the satisfaction of the Community Development Director. Additionally, the bus turnout on the west side of Pioneer Avenue south of the intersection of Farmer Central Road shall be modified to consist of a curbside bus stop with reinforced concrete street section and shelter/pad to the satisfaction of the City Engineer. Full improvements shall include curb, gutter, sidewalk/path and landscaping on both sides of Pioneer Avenue as well as underground utilities. Two lanes of the four lanes are subject to reimbursement from the initial facilities requirements of the 2004-1 Mello Roos district. Should two lanes of the four lanes be constructed by another project, applicant shall be responsible for connection to the existing project including a transition as determined necessary by the City Engineer.
- d. Restricted (no) vehicle access shall be designated on the tentative map on east and west side of Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map. The final map shall identify relinquishment of access rights along Pioneer Avenue (except for pedestrian access from lot A).
- e. ~~Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~
- f. Install a traffic signal at the intersection of Pioneer Avenue/Farmer's Central Road intersection when Farmer's Central Road is extended from Pioneer Avenue to CR 101. Partial or interim signal improvements may be allowed at the approval of the City Engineer. Portions of ultimate improvements may be reimbursed from the City's IFR money as determined by the City Engineer and Financial Officer.
- g. Corner Radii at the intersection of Pioneer Avenue and Farmers Central Road shall be modified to the satisfaction of the City Engineer. In the case of the northwest and southeast corners this may include increasing the curb radius to greater than fifty (50) feet. Adjacent lots shall be modified accordingly on the final map.
- h. No parking shall be allowed on Pioneer Ave.

2. “A”, “B”, “D”, “F”, and “2 Court” Street

The following improvements will be constructed:

- a. Streets shall be constructed to a 57-foot local street. With the approval of the City Engineer A and F streets may be 54’ provided an illustrative lotting for land to south shows that these streets will not be primary access to subdivisions to the south.
- b. B” Street shall have decorative stamped concrete or brick paver crosswalks at the intersections of “2 Street”. The intersection or crosswalks may be raised at the discretion of the City Engineer.

3. County Rd 102

The following improvements will be constructed:

- a. Landscaping and street improvements shall be constructed from Gibson Rd to Farmers Central Rd per the approved Specific Plan. As approved by the City Engineer, street improvements and landscaping shall be constructed from Farmers Central Rd. to Parkway Drive.
- b. The intersection of CR102 at Farmers Central Rd shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.
- c. The intersection of CR102 at Parkway Dr. shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.
- d. An interim southbound right turn deceleration lane and right turn acceleration lane shall be constructed with the dimensions designed to the satisfaction of the City Engineer in the portion of the right-of-way reserved for future widening for a second southbound through lane on Rd 102.
- e. No parking shall be allowed on CR 102.

4. Farmers Central Road

The following improvements will be constructed:

- a. If the roadway connection to Gibson Road is by way of CR 101 from development to the south of the Heidrick tentative map, then with the first final map, Farmers Central Rd from Pioneer Ave. to CR 101 shall be constructed to full width street improvements. If

interim improvements are allowed, the required minimum interim roadway section that would be allowed would be a 32-foot wide roadway section, but may be greater depending on the status of other development fronting Farmers Central Rd. Any interim improvements that may be allowed to be constructed shall be as approved by the City Engineer.

- b. Farmers Central Rd along the frontage of the tentative map shall be constructed in phases with subsequent final maps. Improvements shall include the entire south half of the street section including landscaping plus a westbound travel lane, four foot shoulders (2 feet paved, 2 feet unpaved) and drainage features to the satisfaction of the City Engineer. Should Farmer's Central Road connect to Harry Lorenzo drive (CR 101) additional widening for turn lanes shall be necessary at the intersection of Pioneer Avenue. Geometric Design to be submitted to the City Engineer for approval. Applicant shall be required to install 72" storm drain line on the north side of the street, if it cannot be demonstrated that later installation of the line will not disturb the pavement section; and applicant shall meet all lighting standards for collector roadways and install additional lights as necessary to do so.
- c. Any phased final map that does not include connection to Harry Lorenzo Drive shall include a dedicated emergency vehicle access subject to the approval of the City Engineer and Fire Marshall. Minimum section shall be a gravel road load for a 20 ton vehicle in a 10 year storm which is then constructed on top of 12" of lime treated native base material (not counted in the structural section).
- d. With the connection of Farmers Central Road to CR 102 the intersection shall be controlled by a traffic signal. Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district.
- e. If Farmers Central Rd to the east of the Heidrick Tentative map is not constructed prior to the first final map a traffic signal shall be installed at the intersection of Farmer's Central Road/Collector 1 upon the approval of the final map that triggers the 1400th unit in the SLSP area east of Highway 113. The City Engineer may waive this requirement if he determines it is unnecessary.
- f. Provide a structural pavement section for the segment of Farmer's Central Road, from Pioneer Avenue to Collector 1, based on minor arterial standards.
- g. Align Farmers Central Road at Pioneer Avenue to minimize the curve east of the intersection at Pioneer Avenue. Minimum tangent lengths at the intersection shall be in accordance with City Standards (100'). Prepare a street section detail for Farmers Central Rd. east of Pioneer Avenue that includes the Farmer's Central Storm Drain Ditch.
- h. The final map shall identify relinquishment of access rights for Lot A along Farmers Central Road within 250 feet of Pioneer Avenue and within 100 feet of "D" Street.
- i. Partial street improvements shall have temporary bulb turn arounds dedicated to the City

at the end of each street. Bulb design is subject to approval of the City Engineer.

- j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary.~~

Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct that includes: full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fund all costs and deposit estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

- k. Temporary cul de sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance with City detail 0350 or other continuous barrier method approved by the City Engineer.

5. County Road 101

- a. ~~The first final map in Heidrick that connects to Harry Lorenzo (CR 101) Drive shall improve Harry Lorenzo Drive (CR 101) from Farmers Central Rd. to CR 25A. The improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer's Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5' wide sidewalk on the east half of

the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

- b. Applicant shall contract a certified arborist to make recommendations as to health of existing trees located along CR 101; and then the improvement plans shall have a specific section for the maintenance of the health of the trees and their incorporation into the ultimate public improvements. Said section shall be subject to the approval of the City Engineer at the time of subdivision improvement plan submission.

6. County Road 25A

- a. At the time of final map; applicant shall pay \$794 per single family or duplex lot as a fair share towards improving CR 25A.

7. Deleted

8. Intersection Enhancement Details

The following improvements will be constructed:

- a. Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer. Locations defined for textured crosswalks, raised crosswalks or intersection may be changed at the time of the subdivision improvement plans at the discretion of the City Engineer.

9. Local Streets and Alleys

The following improvements will be constructed:

- a. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.
- b. Public alleys shall be constructed of reinforced concrete with a design subject to the approval of the City Engineer, underground drainage connection may be required due to type and style of lot grading. Alley shall intersect adjacent street with a commercial driveway.
- c. Additional lighting shall be required on the rear of each building to illuminate the alley. Alley illumination lights shall direct lighting to the alley and be approved by the building official. CC&R's shall include the lighting requirement. The CC&R's shall be included in the disclosure statement.

- d. CC&R's shall include requirement for garbage, recycle and green waste toters to be brought to the street for pickup. This CC&R shall be included in the disclosure statement.

Tentative Map Street Cross-Sections, Sheet 4 of 4, dated October 10, 2003). Conditions and Changes shall be made as follows:

10. Street Section - (Local 54')

- a. Add all street names that will be 54' to the detail heading.

11. Street Section - (Local 57')

- a. Add all street names that will be 57' to the detail heading

12. **ADD NEW DETAIL – 25-Foot Subdivision Trail**

- a. Add cross section detail of subdivision trail.

13. **ADD NEW STREET CROSS SECTION- Pioneer Ave., Farmers Central Rd to High School.**

- a. Street cross section shall be modified to clearly depict improvements to be constructed with first final map. The east side street cross shall match existing street cross section being constructed with the new Pioneer High School. Landscaping, with the exception of trees, may be deferred until the west side landscaping improvements are constructed. A 6-foot AC interim pathway shall be constructed. The east side street improvements shall be constructed with the First final map.

14. **ADD NEW STREET CROSS SECTION- 57-Foot Local Street**

- a. "A", "B", "D", "F", and "2 Court Street

15. **ADD NEW STREET CROSS SECTION- CR 102- Gibson Rd. to Farmer's Central Rd.**

- a. Depict full improvements

16. Street Cross section details, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.

17. Construction of the intersections of Farmers Central Rd at Pioneer Avenue, Farmers Central Rd. at Collector 1, and Pioneer Avenue and Collector 4 shall include the construction of the underground portions of future traffic signals and the above ground portions as the City Engineer deems necessary at the time of sub division improvement plans.

18. Additional traffic related improvements shall be incorporated upon completion of the traffic study. These may include offsite improvements to CR 101 and CR 25A as well as additional traffic signal improvements.
19. A signing and striping, and stop plan is required and shall be approved by the City Engineer. All signing and stripping shall be in accordance with the City of Woodland Design and Construction Standards.
20. Prior to approval of the first tentative the project must determine and fund a fair share of the capital and operating costs associated with providing public transit service to the Plan area per SLSP regulation 4.35 and (TOC EIR MM 4.6-3).
21. Prior to approval of the first tentative the project must prepare and have approved by the City and Transportation District, a transit plan per SLSP regulation 4.36 and (TOC EIR MM 4.6-4)
22. Street light types shall be those historic types identified in the SLSP Design Standards. The City is updating its design standards and details for spacing historic lights. Improvement plans shall be designed to those standards when adopted.

Storm Drainage and Site Grading (Sheet 2)

23. A comprehensive storm drainage master plan shall be prepared by a registered civil engineer for project watershed(s), including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required) and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate off-site storm water.
24. Tentative Map Area Storm Drainage Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.
25. The Tentative Map area drainage plan shall be prepared and shall identify specific storm drainage design features to control increased runoff from the project site. This may be achieved through one or more of the following: onsite detention, channel modifications, and/or equally effective measures to control the rate and volume of runoff. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Public works Department for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details.

26. 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.
27. 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.
28. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
29. Drainage fees shall be paid prior to issuance of a building permit.
30. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
31. Prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating SLSP property owners for the disposal and sharing of the excavated soil from the construction of the East Regional Detention basin and conveyance facilities. The excavated soil is the property of the SLSP.
32. All projects shall comply with the City's Storm Water ordinance, which includes implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.
33. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.
34. 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.
35. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP). Depth of the water table. The City Engineer shall approve water table depth at the time of submission of the sub division improvement plans.
36. An erosion and sedimentation control plan shall be included as part of the improvement plan

package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

37. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
38. Applicants for projects draining into water bodies shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.

Wastewater and Sewer Collection System (Sheet 3)

39. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
40. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
41. Prior to approval of the first tentative map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.
42. A Tentative Map Area Sewer Collection System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
43. 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.
44. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.

Water Infrastructure Conditions (Sheet 3)

45. All materials and installation of the water system shall be at the applicant's expense per City of Woodland Standard Specifications and Details.
46. If required, per SB221, project Applicant shall obtain a Water Verification (WV) prior to approval of final map. Verification shall the following conditions.
47. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier.
48. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
49. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law.
50. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service die to a water shortage declared by the water agency.
51. Based on SLSP water modeling two new wells are needed to serve the first stage of development as identified in the SLSP. If the parcels required for the two new wells have not been acquired, the project applicant shall be required to acquire said parcels prior to approval of the first final map. The City will oversee the design and construction of two new wells. No building permits will be issued prior to construction and operation of two (2) new wells to serve the SLSP area. Only if the City acquires and develops the existing County well or the College well as municipal wells and develops the City's Regional Park well as a municipal well as interim water production facilities will the applicant be able to defer construction of the two new wells. Either a development agreement or the subdivision improvement agreement will provide for reimbursement or credit against water connection fees to cover the development of this facility.
52. The Applicant shall submit a well site plan with facility elevations for City approval with the final map application. (This condition may be waived if site plan is prepared by another project).
53. 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. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the SLSP. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
54. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered.

55. 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 applicant'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.
56. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.
57. The City of Woodland Plan Review Fee applies and is due upon submittal of the maps and plans for review.
58. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.
59. REFLECTORS FOR FIRE HYDRANTS: 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.
60. MEDIANS, FIRE HYDRANT PLACEMENT: When Median strip is to be installed in the center of a street; the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
61. Prior to approval of the first tentative map, a comprehensive on-site Water system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.
62. A Tentative Map Area Water System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development

Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

General Public Works Conditions

63. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City; state and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.
64. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
65. Applicant shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this Project.
66. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit.
67. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
68. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.
69. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
70. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Woodland and the utility providers.
71. Street lighting location plan shall be submitted and approved by the Department of Public Works, prior to approval of improvement plans and final recordation of Map.
72. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.
73. Occupancy of residential or business units shall not occur until off-site improvements (water,

sewer, streets, etc.) have been accepted by the City Council, and the City has approved as-built drawings, and the unit has been issued a Certificate of Occupancy by the Building Official. Applicants, contractors, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.

74. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.
75. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a final map.

Easements and Right of Way

76. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
77. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
78. A ten (10) foot public utility easement back of 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- Not required on Pioneer Ave or Parkway Drive. With City Engineer approval the PUE may be 7 feet behind a separated sidewalk.
79. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.
80. The final map shall identify a relinquishment of access rights along County Road 102, Parkway Drive, and Pioneer Ave. Except pedestrian access may be provided adjacent arterial sidewalk.
81. Prior to the approval of the final map the developer shall have procured all necessary offsite easements including but not limited to the conveyance of agricultural runoff.

Reimbursements for Applicant Install Improvements

82. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

Landscaping and Lighting

83. Project proponents shall enter into the Landscape and Lighting District, in order to maintain

and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.

84. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department per the SLSP and SLSP Design Guidelines.
85. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.
86. 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.
87. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.
88. Underground any overhead utilities within the project.
89. Submit proposed Street names for approval by the City of Woodland.
90. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
91. Public improvements in addition to roadway construction shall include water; sewer and storm drain mains, Fire hydrants, streetlights and railroad crossing improvements.
92. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans and the railroad.
93. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
94. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
95. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.
96. If improvements are constructed and/or installed by a party or parties other than the

Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.

Fire Department:

1. The Woodland Fire Department requires that development fees for future Woodland Fire Department capital projects are included in the development package and included in the Major Projects Financing Plan.
2. Homes proposed in the plan will be constructed with approved fire sprinkler systems in accordance with Chapter 9-A of the City of Woodland Municipal Code and NFPA 13-D.
3. Provide fire hydrants, which are spaced and constructed in accordance with the approved standards contained in the 2002 City of Woodland Standards and Specifications and Details Manual Chapter 7, Section 7.3 Fire Hydrants, which specifies that "Hydrants shall have a maximum spacing of 300-feet in all areas."
4. Appropriate street names for the project will be selected by the Woodland Fire Department after the homes are numbered by the Community Development Department.
5. The applicant shall conform with Development Regulations 4.7.3, 4.9.5, 6.24, and 6.25 to the satisfaction of the Fire Chief.

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Legislation Details (With Text)

File #: 13-114 Version: 1 Name:
Type: Report of the City Manager Status: Agenda Ready
File created: 7/16/2013 In control: City Council
On agenda: 7/16/2013 Final action:
Title: SUBJECT: Adopt the Resolution to Approve and Implement a four-year Memorandum of Understanding with the Woodland Professional Firefighters Association

Recommendation for Action
Staff recommends that the City Council Adopt Resolution No. _____ ratifying a four-year Memorandum of Understanding with the Woodland Professional Firefighters Association, covering the period from July 1, 2012 through June 30, 2016.

Sponsors:
Indexes:
Code sections:
Attachments: [Woodland WPFA - DRAFT.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 16, 2013

SUBJECT: Adopt the Resolution to Approve and Implement a four-year Memorandum of Understanding with the Woodland Professional Firefighters Association

Recommendation for Action

Staff recommends that the City Council Adopt Resolution No. _____ ratifying a four-year Memorandum of Understanding with the Woodland Professional Firefighters Association, covering the period from July 1, 2012 through June 30, 2016.

Fiscal Impact

The recommended action would result in a new four-year labor agreement between the City and the Woodland Professional Firefighters Association (WPFA). The terms of the agreement would yield total budgetary savings estimated at \$1.5 million over the term of the contract, with annualized savings of over \$583,000 per year by

the end of the contract. This level of savings equates to a reduction of approximately 8.25% in annual cost of total compensation for this bargaining group. Nearly 100% of the budgetary savings will be realized in the City's General Fund.

Background

The previous agreement between the City of Woodland and the Woodland Professional Firefighters Association (WPFA) expired on June 30, 2012. The City entered into negotiations in May 2012. After the City declared the negotiations at impasse in October 2012, City engaged in the State Mediation process with the WPFA. Having failed to reach a settlement through mediation, the parties conducted a Fact-finding hearing on May 10, 2013. A Public Hearing on the recommendation of the fact-finding panel was scheduled for July 2nd, but was taken off of the Council agenda when a tentative agreement was reached. Tonight's City Council action would formally ratify the terms of the new four-year agreement with the WPFA.

Discussion

The City had entered into labor negotiations with the WPFA seeking specific structural changes in how health insurance and pension costs are to be funded. The City articulated the need to achieve both ongoing budgetary savings as well as increased predictability over long-term costs of personnel benefits. In addition, the City also sought to restore specific management rights over staffing levels that had been previously negotiated as part of prior MOU's.

Staff believes that the resulting labor agreement reached with the WPFA is largely consistent with both the budgetary savings as well as structural changes sought by the City. It also eliminates contract language related to mandatory minimum staffing levels and provides for expanding fire and emergency response services to include confined-space and trench rescue.

The major terms of the negotiated agreement are summarized as follows:

	<u>YEAR 1</u> <u>FY12/13</u>	<u>YEAR 2</u> <u>FY13/14</u>	<u>YEAR 3</u> <u>FY15/16</u>	<u>YEAR 4</u> <u>FY15/16</u>
Pension	Retains 4% Contribution toward Employer Contribution Rate	Employees pay additional 5% towards CalPERS Employee Contribution Rate (Total of 5%+4%=9%)	Employees pay an additional 2% towards CalPERS Employee Contribution Rate (Total of 7%+4%=11%)	Employees pay an additional 2% towards CalPERS Employee Contribution Rate (Total of 9%+4%=13%)
Medical		The City pays up to 90% of the third highest CalPERS premium; future premium increases capped at 12%	The City pays up to 85% of the third highest CalPERS premium; future premium increases capped at 12%	The City pays up to 85% of the third highest CalPERS premium; future premium increases capped at 12%
Salary Adjustment/	0%	0%	1% July 1, 2014	1% June 30, 2015

COLA

2% June 30, 2016

Other Changes include:

Retirement Medical Only Employees hired prior to July 1, 2006, and who have ten (10) years of consecutive service with the City of Woodland are eligible for retiree medical.

Parties agree to meet and discuss, no later than July 1, 2014, options for restructuring the retiree medical program.

Minimum Language Eliminate minimum staffing language.

Additional Services Provide Confined Space Rescue and Trench Rescue Training as part of standard service

Conclusion

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

Prepared by: Sheila McShane
Human Resources Manager

Reviewed by: Kimberly McKinney
Finance Officer

Paul Navazio, City Manager

Attachment: 1) Resolution
2) Woodland Professional Firefighters Association Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
CONCERNING
FIRE EMPLOYEES OF THE CITY OF WOODLAND

The City of Woodland and the Woodland Professional Firefighters' Association (IAFF Local 4029, AFL-CIO), representing employees of the City of Woodland in the classifications of Firefighter, Fire Engineer, Fire Prevention Specialist, and Fire Captain by and through their authorized representatives, hereby ratify as and for a memorandum of understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Fire Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and thereafter the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation the Resolution shall in all cases be the primary source.

DATED: _____, 2013

Woodland Professional
Firefighters' Association

The City of Woodland
by direction of the City Council

Ss: Erik Komula, President

Ss: Paul Navazio, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND APPROVING
CERTAIN TERMS AND CONDITIONS FOR FIRE EMPLOYEES

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ARTICLE I GENERAL PROVISIONS

1.1 Application.

- 1.1.1 This Resolution applies to the employees employed by the City of Woodland in the classifications of Firefighter, Fire Engineer, Fire Prevention Specialist I, Fire Prevention Specialist II and Fire Captain all of whom are represented by the Woodland Professional Firefighters' Association (IAFF Local 4029, AFL-CIO).

1.2 Term

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

- 1.2.2 The City and Association agree to begin negotiations for the period beginning July 1, 2016, no later than April 1, 2016. During the month of April 2016, the City and Association shall meet for the purpose of facilitating the finding of facts regarding wages and benefits to be included in a salary survey. For purposes of salary comparison, the information listed in Attachment 1 shall be used. When conducting the salary survey, the position of Firefighter shall be used for comparison. Total compensation for comparable agencies shall be based upon an existing contract or MOU and shall account for any adjustments in the total compensation effective on or before July 1, 2016.

1.3 Purpose

The purpose of this Resolution is to provide certainty in payment of employee compensation over a four-year period and to provide clarification of employee working conditions.

1.4 Severability

In the event that any provision of this Resolution shall at any time be declared invalid by a court of competent jurisdiction or by governmental regulations or decrees, such decision shall not invalidate the entire Resolution. It is the expressed intention of both the Association and the City that all other provisions not declared invalid shall remain in full force and effect.

1.5 Peaceful Performance

- 1.5.1 The Association agrees that during the term of this Memorandum of Understanding neither it nor the employees it represents will engage in, encourage, sanction, support,

any: strikes; mass resignations; mass absenteeism; picketing which would involve suspension of or interference with normal work of this department; or any other similar actions which would involve suspension of or interference with emergency work of this department. This clause will specifically expire on June 30, 2016.

ARTICLE II COMPENSATION

2.1 Salary

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

Effective July 1, 2014, 1% salary increase shall be conferred to the salary range in each of the classification in this unit (Exhibit A)

Effective July 1, 2015 a 1% salary increase shall be conferred to the salary range in each of the classification in this unit (Exhibit A)

Effective June 30, 2016 a 2% salary increase shall be conferred to the salary range in each of the classification in this unit (Exhibit A)

2.2 Recruit Firefighter Salary

2.2.1 For all newly employed Firefighters who have not attended an academy, the City shall make all reasonable attempts to coordinate the hire date of recruit Firefighters with a date on or about the beginning date of a basic Firefighters academy. While attending the academy, recruit Firefighters shall be compensated at a rate of ten percent (10%) less than Firefighter step A. A newly employed Firefighter shall be compensated at this rate for a period not to exceed 14 calendar weeks from the initial date of hire (2 weeks Department orientation and 12 weeks academy attendance). Thereafter, the Firefighter shall be compensated at Firefighter step A.

2.3 Educational Incentive Program

2.3.1 Employees who qualify for and possess the following certifications awarded by the Office of the State Fire Marshal or a diploma awarded by an accredited College/University for fire service shall receive additional compensation as set forth below:

Fire Officer	2.0%	Fire Prevention	1.0%
Chief Officer	2.0%	Fire Science Certificate	1.0%
App. Operator	1.0%	A.A. Degree	2.0%
Fire Investigator I	1.0%	B.A. Degree	+0.5%
Fire Investigator II	1.0%	Firefighter II	1.0%
Fire Protect. Specialist	2.0%	Public Education Officer	1.0%
HAZMAT Tech.	2.5%	(in addition to AA)	

Amounts payable in this program are cumulative but may not exceed a total of 5%.

2.4 Uniform Allowance

- 2.4.1 Each represented employee shall receive a monthly uniform allowance of \$75.00. Employees are responsible for purchasing safety footwear and NOMEX uniform pants/shirts as a part of the uniform allowance set forth herein. All represented sworn employees are required to wear the full NOMEX uniform.
- 2.4.2 All newly hired employees will receive an annual advance of their uniform allowance (\$900) and will not receive the \$75.00 monthly allowance until completion of 12 months of employment.
- 2.4.2.1 Employees who leave during probation, may, at the City's option, be required to return purchased uniform items.

2.5 Extra Duty

- 2.5.1 Overtime is all extra duty required by the Department of off duty personnel, including but not limited to call back for emergencies, extra shifts of duty, continuation of shift, training & meetings, special assignments, and all overtime not otherwise provided herein.
- 2.5.2 Employees authorized or ordered by the Fire Chief or his representative, to work on call back to duty or extra shifts or duty, whether emergency or non-emergency, shall be compensated for such work at one and one half times (1.5) their individual rate of pay (IRP). Employees who are not continuing a shift or who are not due to commence a shift eminently shall be compensated for a minimum of two hours of overtime. Exception: employees shall be compensated for a minimum of four (4) hours of overtime for emergency callbacks.
- 2.5.3 Employees authorized or ordered by the Fire Chief or his representative, to work on continuation of shift, training, meetings, special assignments, and all overtime not otherwise provided herein, shall be compensated for such work on an hour for hour basis at the rate of one and one half times (1.5) their individual rate of pay (IRP). Continuation of shift shall not exceed one hour per occurrence.
- 2.5.4 A rotation list shall be established by the Fire Chief, or his representative, to assure impartiality in extra duty assignments.

2.6 Compensating Time Off

- 2.6.1 The Fire Chief shall maintain a compensating time-off program for represented employees. The program shall enable Fire Operations Shift employees to accumulate a bank of up to ninety-six (96) hours of overtime hours which the employee does not wish to receive in the form of pay. CTO shall be accrued at the same rate, whether hour for

hour or one and one half-hours for one hour, as the employee would have earned had the employee been compensated by pay. Employees on Fire Staff Shift (40 hour per week shifts) shall be able to accumulate up to eighty (80) hours in their compensating time-off bank. Once the maximum amount of compensatory time off is accrued, all additional overtime must be requested for payment. Nothing in this section shall prevent a represented employee from choosing to take pay for overtime or to have overtime hours placed in his/her compensating time off bank unless the maximum accumulation is reached.

2.7 Longevity Pay

2.7.1 The City shall pay longevity pay according to the following schedule, payable the last payday before Christmas each year:

10 years	\$225 per year
15 years	\$275 per year
20 years	\$325 per year

2.8 Acting Pay

2.8.1 Employees assigned by their supervisor to perform substantially all duties in the next higher level classification shall receive an additional five (5%) percent of their individual rate of pay (IRP) as Acting Pay compensation. For example, a Fire Engineer acting as a Fire Captain.

2.8.2 Employees assigned by their supervisor to perform substantially all the duties in a classification above the next higher classification (e.g., two classifications higher), shall receive an additional seven and a half (7.5%) percent of their individual rate of pay (IRP) as Acting Pay compensation. For example, a Firefighter acting as a Fire Captain.

2.9 Bilingual Pay

2.9.1 Bilingual employees, as designated in the City's bilingual policy, shall receive additional compensation above their regular salary at the rate of one hundred fifty dollars (\$150.00) per month.

2.10 New Technology

2.10.1 The City agrees to meet and confer with the Association upon the proposed introduction of new technology into the work performed by represented members and to negotiate the affect such technology may have on the members if it significantly impacts matters within the scope of representation.

2.11 Hazardous Materials

- 2.11.1 For the term of this agreement, the employees agree to participate in Hazardous Materials Operations. These operations include Level One incidents and the primary responsibility of management and participation in the Decontamination corridor, as part of Yolo County Hazardous Materials Response Team. These operations involve those people in the Woodland Fire Department trained to the Operational Decon level. For those trained to the Technician Level additional duties may be required at the overall Hazmat Scene. It is understood the University of California - Davis Fire Department has the primary responsibility of Entry into the hazardous materials scene in level two and above incidents, that require the activation of the Yolo County HMRT.

2.12 Comparison Agencies

- 2.13.1 The City and Association agree to use the following agencies for compensation comparison purposes: Davis, Lincoln, Lodi, Manteca, Rocklin, West Sacramento and Yuba City.

**1 ARTICLE III
EDUCATIONAL INCENTIVE**

3.1 Educational Reimbursement

- 3.1.1 It is the policy of the City to encourage the educational accomplishment of represented employees.
- 3.1.2 City/Department Required Courses. The City shall incur all costs of any education, including conference fees, tuition, travel, meals and lodging, for such education that the City requires a represented employee to attend. For such Department mandated training, the City's "Travel and Travel Reimbursement Policy" shall apply. Normally, career advancement education courses are NOT mandated courses.
- 3.1.3 Education Reimbursement. Represented employees may request up to \$625 reimbursement per fiscal year for job related course work, or course work toward a job related certificate, or course work toward an AA, BA or advanced degree related to the fire service. General education courses, required to receive such a degree shall be eligible for reimbursement. Reimbursement shall be made in accordance with the City's education reimbursement policy.
- 3.1.4 Generally, attendance of courses certified by the California State Fire Marshal's Office (CSFMO), California Specialized Training Institute (CSTI), and the National Wildland Coordinating Group (NWCG) fall under the provisions of the City's education reimbursement policy (see 3.1.3 above). Other courses may be approved by the program director (i.e., Training Chief for Operations, Fire Marshal for Prevention) and the Fire

Chief if the course improves current job skills and abilities or prepares the employee for career advancement. It is understood and agreed that many of these courses come available in short notice, and require payment in advance, therefore the City agrees to provide an exception for represented employees accepted for these courses. The City will permit advance payment of the \$625 education reimbursement benefit for represented employees approved by the program director and the Fire Chief. No more than \$625 per fiscal year shall be paid or reimbursed to any employee under these provisions. Any advance payments received that are not used, shall be returned to the City. Likewise, failure to successfully complete the course or failure to attend the course will require the employee to pay the City back for any advanced payments received.

- 3.1.5 Travel, Meal and Lodging Reimbursements. In addition to tuition, books and fees associated with education reimbursement provided for in paragraphs 3.1.3 and 3.1.4 above, travel meal and lodging costs may be reimbursed. Amounts of reimbursements shall be governed by the City's travel policy. Amounts of all reimbursements per fiscal year shall not exceed \$625.
- 3.1.6 Professional Growth Incentive Program. Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be \$625.00.

3.2 Certification Board

- 3.2.1 A Certification Board shall be maintained as a standing committee within the Department. The Board shall recommend training and educational requirements required for promotion to the rank of Engineer and Captain. The Board shall further recommend training and educational requirements for all Firefighters, Engineers, and Captains necessary to maintain certification and proficiency at the employee's present rank. It shall further be the duty of the Board to monitor the training and performance of probationary employees and to provide advice and recommendations to the Chief regarding appointment to or rejection of appointment to permanent status of probationary employees.
- 3.2.2 The Certification Board shall be comprised of two Firefighters, two Engineers, and two Captains appointed by the Association and the Fire Battalion Chiefs.

ARTICLE IV MEDICAL AND RELATED BENEFITS

4.1 Medical Insurance

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

4.1.2 For Employees **hired before July 1, 2006**, the City provides a two tier medical benefits program:

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

4.1.2.1 Employees hired before July 1, 2006 who provides proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$565 per month.

4.1.2.2 Employees hired before July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled, however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only and Employee plus One \$810
- Tier Two: Employee plus Family \$1060

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

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

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

4.1.3.2 Employees hired after July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled, however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only \$405
- Tier Two: Employee plus One \$810
- Tier Three: Employee plus Family \$1060

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

Effective **July 1, 2013 through December 31, 2015**, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	\$115.00	Note 3	\$668.63
Employee plus one	\$115.00	Note 3	\$1,337.26
Employee plus family	\$115.00	Note 3	\$1,738.44

- Note 1: Per paragraph 4.1.2 above, employees hired before July 1, 2006 who qualify for the “Employee only” tier shall receive medical insurance coverage and cafeteria plan benefit equal to the “Employee plus one” tier.
- Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently \$115.00 from the January 2013 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.
- Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

- 4.1.4.1 Effective as soon as administratively possible, the City shall pay an amount equal to 90% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City’s total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year (example - Kaiser 2013 family rate = \$1738.44 - City to pay a maximum of \$1564.60 towards the Kaiser family rate in January 2013).
- 4.1.4.2 Effective January 1, 2014 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City’s total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.
- 4.1.4.3 Effective January 1, 2015 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City’s total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.
- 4.1.4.4 Effective January 1, 2016 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region, excluding PERSCare. Additionally, the City’s total

contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

4.1.4.6 Employees enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of a medical plan and the monthly allowances provided in paragraph 4.1.4 above for the respective tier in which they are enrolled. However, in no case shall the differences paid exceed the amounts provided in paragraph 4.1.4.1 above.

4.2 Long Term Disability Insurance

4.2.1 The Association shall provide a long term disability program for Unit members. Amounts designated as LTD premiums by the Association shall be paid to the Association by the City through payroll deduction. The City's sole responsibility in the operation of the long term disability insurance program shall be to deduct the amounts specified by the Association. The Association shall hold harmless and indemnify the City for any liability as a result of implementation of this long term disability insurance program.

Should the Association's LTD plan become unavailable, the City and Association agree to reopen negotiations on this section.

4.3 Dental Insurance

4.3.1 The City shall continue in effect its self-insurance group dental plan for all represented employees. The maximum annual reimbursement shall be two thousand (\$2000) per covered person.

4.3.2 City shall continue to provide employees identified in Section 1.1 of this Resolution and any eligible dependents, coverage in the City's dental insurance plan provided to other employees. The benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment.

4.4 Vision/Optical Insurance

4.4.1 The City agrees to maintain in effect the vision insurance program for all unit employees. The plan shall be Medical Eye Services, Fifteen (\$15) Dollar deductible.

4.5 Life Insurance

4.5.1 The City shall maintain in effect life insurance for all unit employees at thirty thousand (\$30,000) dollars.

4.6 Medical Insurance Upon Retirement

- 4.6.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long Term Disability Insurance is not provided to retirees.
- 4.6.2 For employees who were **hired before July 1, 2006**, with ten (10) or more years of service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:
 - 4.6.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;
 - 4.6.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.
 - 4.6.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.
 - 4.6.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;
 - 4.6.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and
 - 4.6.2.5 Dental, Vision and Long Term Disability Benefits will not be offered or provided to retirees.
- 4.6.3 Employees who were **hired on or after July 1, 2006**, will receive medical insurance benefits in retirement as follows:
 - 4.6.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.
 - 4.6.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money

to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

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

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

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

4.6.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 6 hours per month (versus 12 hours) with the value of 6 hours of salary being contributed to the employee's RHSP account.

4.6.4 The parties agree to meet and discuss after July 1, 2014 for the purpose of discussing options for reducing the City's costs associated with funding of the current retiree medical benefits, with the shared goal of ensuring that full funding of retiree medical benefits are sustainable within the city's long term financial plan. Any changes shall be by mutual agreement.

4.7 Tobacco Products

4.7.1 Employees hired after October 2005 shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE V HOLIDAYS

5.1 Holidays

5.1.1 Represented employees who are scheduled to the 56 hour work-week (Fire Operations Shift) shall be paid for 134.4 hours per year in lieu of holidays payable at the rate of eleven and two tenths (11.2) hours per month. Holiday-In-Lieu payment shall be made at the employees' individual rate of pay (IRP).

5.1.2 Represented employees who are scheduled to work a regular 40-hour week shall observe the following holidays:

January 1st
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Presidents Day)
Fourth Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve – ½ day (observed last work day before Christmas)
December 25th (Christmas Day)

5.1.2.1 In addition, each represented employee who is scheduled to work a regular 40-hour week shall have 16 hours added to his/her vacation leave total as of July 1 each year.

ARTICLE VI VACATION

6.1 Vacation Leave (MODIFIED)

6.1.1 Effective upon ratification of this agreement, each represented employee assigned to the Fire Operations Shift shall accumulate vacation leave according to the following table:

<u>Months of Service</u>	<u>Leave Earned Per Month</u>
1-36	11 hours
37-60	13 hours
61-120	15 hours
121-180	18 hours
over 180	21 hours

6.1.2 Effective upon ratification of this agreement, each represented employee assigned to the Fire Staff Shift (40 hours work week) shall accumulate vacation leave according to the table below:

<u>Years of Service</u>	<u>Vacation Earned Per Month</u>
0 to 3 years	7.7 hours
4 to 5 years	9.7 hours
6 to 10 years	11 hours
11 to 15 years	13 hours
16 years and over	15 hours

6.2 Maximum Accumulation - Vacation Buy-Back

- 6.2.1 Fire Operations Shift employees shall be allowed a maximum accumulation of vacation leave of 624 hours past January 1 of each year. Should an employee request vacation leave within sixty (60) days of reaching the maximum accumulation allowed, and due to staffing needs, the department is unable to grant the vacation time off, the employee shall be granted a sixty (60) day extension within which to take the vacation leave. Provided an employee has submitted a timely vacation request pursuant to this MOU, no employee shall lose accumulated vacation time because of lack of departmental staffing.
- 6.2.2 Fire Operations Shift employees may buy back a maximum of ninety-six (96) hours of vacation per fiscal year provided that the employee has taken/scheduled at least seventy-two (72) hours of vacation during that fiscal year. Fire Operations Shift employee may buy back seventy-two (72) hours or less vacation for fiscal year provided that they have taken/scheduled at least an equal number of vacation hours during that fiscal year. Fire Staff Shift employees may buy back forty (40) hours per fiscal year provided they have taken/scheduled at least an equal number of vacation hours during the fiscal year.
- 6.2.3 Maximum accruals will be increased by the number of furlough hours for the term of this agreement.

6.3 Minimum and Maximum Vacation Periods

- 6.3.1 Fire Operations Shift employees shall be limited to fifteen (15) separate vacation periods per year with four (4) hours being the minimum vacation period allowed. A multiple shift vacation will be counted as a single vacation.

6.4 Annual Vacation Selection Procedure (MODIFIED)

- 6.4.1 Annual vacation shall be opened for bid starting on November 1 and closing on December 31 of each year for vacation requests for the following calendar year.
- 6.4.2 Departmental seniority governs where more than one employee on the same shift bids the same vacation.
- 6.4.3 Annual vacation bids shall be certified as approved in Telestaff by the City no later than December 31 of each year.

- 6.4.4 Annual vacation applied for on or after January 1 of each year shall be granted on first-come basis and shall be confirmed in Telestaff.
- 6.4.5 All vacations shall be subject to the minimum staffing provision set forth in Section 9.4. The Fire Chief must approve all vacations in Telestaff.
- 6.5 Concurrent Scheduled Leaves
- 6.5.1 Concurrent Scheduled Leaves for Fire Operations Shift. Two (2) employees on the same shift may take concurrent scheduled leave. Scheduled leave consists of all employee-initiated absences including: vacation, compensatory time, FMLA, scheduled sick leave, etc. Any City-initiated absences will not be counted against the two-person scheduled leave provision; City-initiated absences include: workers' compensation, 4850 time, vacant positions, etc. A third (3) employee shall be allowed to take concurrent leave so long as no overtime costs accrue. The criteria for the third person vacation will be the same as the current second person vacation.

ARTICLE VII LEAVE

- 7.1 Sick Leave
- 7.1.1 Sick leave may be used only for non-service connected illness or injury or until entering disability retirement after receipt of Labor Code Section 4850 benefits to the extent of Legal entitlement, as provided in sub-section 8.1.5 of this agreement, titled "Disability Retirement."
- 7.2 Accumulation and Deduction
- 7.2.1 Each represented employee working the Fire Operations Shift shall accumulate sick leave at the rate of 12 hours per month. Each represented employee assigned to the Fire Staff Shift shall accumulate at the rate of 8 hours per month.
- 7.2.2 Time on sick leave shall be deducted from accumulated sick leave in hourly increments as used.
- 7.2.3 There shall be no limitation on the amount of sick leave which may be accumulated.
- 7.2.4 No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service connected illness or injury.
- 7.3 Bereavement Leave
- 7.3.1 Bereavement leave is to be utilized under the provisions for sick leave.

ARTICLE VIII PERS RETIREMENT

8.1 Retirement

8.1.1 3% @ 50 CalPERS Retirement Formula for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS. The formula in effect for eligible represented employees hired on or before December 31, 2012 or are new hires to the City of Woodland who are “legacy/classic” members as determined by CalPERS is the 3% @ 50 formula with one year final compensation (i.e. highest one-year average pensionable “compensation earnable”). 2.7% @ 55 Retirement CalPERS Retirement Formula for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, The formula in effect for represented employees hired to the City of Woodland on or after January 1, 2013, and is considered new members as defined by CalPERS is 2.7% @ 55 with average three year compensation.

8.1.2 Employee Contribution towards Employee Share

8.1.3 Employee Contribution for employees on the 3 % @ 50 CalPERS Retirement Formula for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS Effective July 1, 2013, employees under this formula shall pay 5% of the employee’s PERSable compensation effective July 1, 2014 towards the employee share of CalPERS pension. Effective July 1, 2014, employees under this formula shall pay an additional 2% of the employee’s salary for a total of 7% towards the employee share of CalPERS pension. Effective July 1, 2015 employees under this formula shall pay an additional 2% of the employee’s salary towards the employee share of CalPERS pension for a total of 9%. . The City will report the amount the City pays towards the employees’ contribution to PERS as special compensation (EPMC) if any.

8.1.4 Employee Contribution for employees on the 2.7% @ 55 Retirement CalPERS Retirement Formula for City of Woodland Employees hired on or after January 1, 2013. Employees under this formula shall pay 50% of the normal cost towards CalPERS Pension as required by CalPERS.

8.1.5 Additional Employee Contribution towards Employer share per PERS Section 20516 contract amendment by all employees under the 3%@50 Retirement Formula. All employees under the 3% @ 50 retirement formula shall contribute 4% of persable salary towards the employer share of Pers retirement pursuant to PERS Code Section 20516 contract amendment.

8.1.6 Employee contributions will be paid on a pre-tax basis as allowed by IRS Code Section 414(h)(2).

- 8.1.7 Disability Retirement. After receipt of Labor Code Section 4850 benefits to the extent of legal entitlement, an employee eligible for disability retirement under the Public Employees Retirement System (PERS) rules shall retire on the date set forth in the City's written request to the Public Employees' Retirement System without further use of accumulated sick leave. An employee eligible for both service and disability retirement may choose one or the other.
- 8.1.8 Optional Benefits. The City shall continue its contract with PERS to compute employee's retirement on the highest one (1) years salary, and to provide for the Fourth Level 1959 Survivors Benefit (Section 21382.5) and the Pre-Retirement Optional Settlement 2 Death Benefit.

ARTICLE IX WORKING CONDITIONS

9.1 Substitution of Shift

- 9.1.1 Each represented employee assigned to the Fire Operations Shift shall be granted a substitution of shift with pay for any hour(s) or days(s) on which he/she is able to secure another employee to work in his/her place subject to the following provisions:

Substituting of shift(s) must be made in writing and signed by both parties involved in the exchange and their company officers. Requests for exchange of time are subject to the approval of the company officer for Firefighters and Engineers and the Shift Battalion Chief for Captains. Acting status shall not apply for the purposes of this section.

- 9.1.1.2 The payment of cash or other compensation by one employee to another in exchange for time worked is prohibited.
- 9.1.1.3 Neither the City nor the superior officer is held responsible for enforcing any agreement made between employees. It is understood that the employee's first responsibility is to his/her position with the City.
- 9.1.1.4 In no case shall an employee exceed seventy-two (72) hours of consecutive duty. However, by mutual consent, (the employee and the Fire Chief) employees may work up to ninety-six (96) hours of consecutive duty.
- 9.1.1.5 The person signing the request as the substitute shall assume the responsibility for the requested time. Any failure on the part of the substitute to fulfill his/her obligations shall result in forfeiture of any cost incurred by the City to fill that position. An exception shall be granted for persons scheduled to work a shift trade whose absence due to illness causes a vacancy requiring overtime replacement. Employees shall not be responsible for costs to the City for this replacement; provided, however, unit members may not cancel shift exchanges in favor of sick leave payment.

9.2 Probationary Period

- 9.2.1 To enable the City to exercise sound discretion in filling positions within the Fire Department, no appointment to a position in the Fire Department shall be deemed final and permanent until after the expiration of a period of one year's service. At the discretion of the City Manager, on the recommendation of the Fire Chief, said one year period may be shortened.
- 9.2.2 During the probationary period the employee may be rejected at any time by the City Manager, on the recommendation of the Fire Chief, without cause and without right of appeal. Notification of rejection in writing shall be served on the probationary employee and a copy filed in the Human Resources Office.
- 9.2.3 Any employee promoted during the probationary period after an original appointment, is not eligible for consideration of his/her first merit salary step increase until he/she has completed his/her probationary period. Employees serving a probationary period as a result of a promotional appointment are eligible for the consideration of their first merit salary step increase six (6) months after the promotional appointment is made.

9.3 Shift Changes and Hours

- 9.3.1 Each represented employee assigned to the Fire Operations Shift, shall work a fifty-six (56) hour week, on a twenty-four (24) hour shift basis with shift changes to be made at 7:00 a.m.
 - 9.3.1.1 The City of Woodland has adopted an FLSA 7k work cycle of 27 days, creating an FLSA overtime threshold of 204 hours each 27 days.
- 9.3.2 The normal work hours for represented employees working the Fire Operations Shift shall be from 7:30 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. during each shift with the exception of City holidays.
- 9.3.3 City Holidays are: January 1 (New Year's Day); Third Monday in January (Martin Luther King's Birthday); Third Monday in February (Washington's Birthday); Fourth Monday in May (Memorial Day); July 4 (Independence Day); First Monday in September (Labor Day); November 11 (Veteran's Day); Thanksgiving Day, the day after Thanksgiving; and December 25 (Christmas Day).
- 9.3.4 An emergency situation or pre-scheduled activities may require additional activities outside the normal work day.
- 9.3.5 Fire Staff Shift employees shall work a forty (40) hour work week. Normal work hours shall be 8:00 a.m. to 5:00 p.m.

9.4 Filling Vacant Shift Positions

- 9.4.1 When temporarily filling vacancies on a shift, the call-in procedure in the Department's Operations and Procedures Manual shall be used. However, in situations where there are more Fire Operations Shift Staff on duty than minimum staffing requires (9.4.1), and an acting assignment is necessary, that assignment will be made from the current certification list. If no certified employees are available on that shift, the Fire Chief or their designee will resolve the situation.
- 9.4.2 Represented employees shall not be required to perform duties in a lower job classification unless such a requirement is necessary during fire fighting or medical aid situations.
- 9.4.3 The City will continue its practice of allowing bidding for permanent shift vacancies occurring outside of the normal bid cycle.

9.5 Safety and Sanitation

The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Association; and the employees and the Association agree that they will direct their safety recommendations and ideas to the City. To facilitate this process, a Safety Advisory Committee consisting of representatives of the Fire Chief and the Association, said Association representatives to be employees of the City of Woodland Fire Department, shall meet every three months to consult on such safety matters. Up to one Association representative may attend such meetings without loss of pay or benefits.

9.6 Repair or Replacement of Damaged Personal Property

- 9.6.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced.
 - 9.6.1.1 Personal property are those items necessary during job-related activities. Items include uniforms, eyeglasses, false teeth and watches.
 - 9.6.1.2 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains; earrings, bracelets, and other jewelry.
 - 9.6.1.3 The total payable claims for eyeglasses shall be \$175 per occurrence. The total payable claims for watches shall be \$50 per occurrence.
 - 9.6.1.4 The procedure for the repair or replacement of damaged personal property shall be the same for City property as described in the Department's Operations and Procedures Manual.

9.6 Special Services

9.7.1 A washing machine and clothes dryer will be provided at all the station Locations.

9.7.2 Represented employees agree to be responsible for cleaning sheets, pillowcases, bedspreads, towels and all protective clothing. The City shall supply all necessary soap and detergent, furniture, major appliances, cooking and eating utensils at the reasonable discretion of the Fire Chief. The City shall also supply and replace, as necessary, such items as televisions sets, exercise equipment, or other equipment normally associated with leisure time activities; subject to budgeted amounts and the reasonable discretion of the Fire Chief.

9.78 Accident Reports

9.8.1 The City shall require any employee who is involved in an accident during the course and scope of their employment, or who witnesses an accident while on duty, to submit an accident report. An employee shall not be required to prepare an accident report on their own time, and they shall be given a copy of any such report prepared by them.

9.9 Seniority

9.9.1 The City shall establish a seniority list of permanent employees of the Fire Department, which shall be brought up to date by the City on November 1 of each year. This seniority list shall be immediately posted in each station for a period of not less than ninety (90) days and a copy of same shall be mailed to the Secretary of the Association. Unless an objection to the seniority list as posted is made to the City by an employee within ninety (90) days from the date such list is posted, the list will be final.

9.10 Department Personnel Records

9.10.1 Employee personnel records shall be subject to inspection only to the employee concerned or his/her designated representative in the employee's presence and the City's presence. A log shall be maintained in the front of each individual departmental personnel file and shall indicate each person, including the employee, the date and purpose of all additions, deletions, entries, reviews, inquiries or other examinations of the personnel file. A copy of all information relating to commendations or discipline placed in an employee's personnel file shall be given to the employee.

9.10.2 Whenever the City receives a complimentary letter, report, or other written communication concerning a particular employee, it shall send a copy thereof to the concerned employee and place the original in the personnel file of that employee.

9.11 Employee Mail Boxes

- 9.11.1 The City shall provide to the Association materials to construct mailboxes for employees at each station. Mailboxes shall be available to each person assigned to a station for purposes of receiving intra-City and Association mail.

9.12 Residency Requirement

- 9.12.1 The City of Woodland prefers that represented employees reside within one (1) hour normal driving time of Station 1. Represented employees are not obligated to do so. Employees residing beyond the one (1) hour normal driving time limit shall be subject to the following conditions:

1. Employees may not be eligible for certain types of overtime call-back as determined by the Department (for example, sick leave relief, emergency call-back, strike team activities, etc.)
2. No unusual modifications to employees work schedule will be allowed. For example, excessive shift trades, missed training, extended periods of time without working (not caused by vacation, sick leave, etc.) will not be allowed.

9.13 Catastrophic Illness or Injury

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

9.14 Flexible Spending Account

- 9.14.1 The City agrees to maintain in effect provisions allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

9.15 Shift Bidding

- 9.15.1 Represented employees may bid for Station Assignments within their shifts during the fourth quarter of each calendar year. This process shall be completed prior to November 30th of each year. The bidding process shall be done by seniority and by rank on a rotating basis beginning year 2001. Employees wishing to transfer to a different shift may do so providing they: 1. Find a member of equal rank on another shift that agrees to the transfer. 2. Obtain concurrence by their immediate supervisors and approval from the Operations Division. Administrative Staff reserves the right to place employees in specific billets, which will enhance the mission of the department.

9.16 Firefighters Bill of Rights

This section applies to all members of this Association. The City agrees to apply the rights and protections described in the Firefighters' Bill of Rights to those employees covered by the Firefighters' Bill of Rights during events and circumstances involving the performance of his or her official or duties and/or during events not involving the performance of his or her official duties excluding those rights set forth in Government Code Section 3253(e). The rights in said excluded section shall only apply in investigations involving investigations into acts and/or omissions occurring in the performance of official duties in accordance with the Act.

In addition to the confidentiality provided to union representatives by Government Code Section 3253 (i), union representatives shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, in any administrative context, any information received from members under investigation for any noncriminal matters regardless of whether the nature of the allegations cover events and circumstances involving the performance of a firefighters' official duties.

Nothing in this agreement is intended to limit and/or reduce those rights afforded by the Firefighters' Bill of Rights. This agreement is intended to establish rights which at a minimum comply with the Act or provide rights in addition to the Act. Rights provided by that Act shall take precedence in the event that anything in this agreement provides lesser protection than the rights guaranteed by the Act."

ARTICLE X
GRIEVANCE/ARBITRATION PROCEDURE

10.1 Grievance and Arbitration Procedure

- 10.1.1 Grievance and arbitration shall be conducted pursuant to City Council Resolution 4278, Rule 15, except that upon request of the City employee and/or Association, the California Conciliation Service shall be utilized instead of the provisions stated in Step Five. Under such circumstances both the City and the employee shall be bound by said services' opinion.

ARTICLE XI
RULES AND REGULATIONS MANUAL

11.1 Rules and Regulations

- 11.1.1 The Association and the City shall meet and confer from time to time in reference to the rules and regulations and operations manuals on all matters affecting wages, hours and other terms and conditions of employment. Copies of Memorandums of Understanding resulting therefrom and/or rules and regulations or operations manual shall be available in

all City fire stations. In addition, two copies shall be given to the Association representative.

ARTICLE XII ASSOCIATION RIGHTS

12.1 Association Dues

- 12.1.1 The City shall on a monthly basis, deduct Association dues and insurance premiums from the earned wages of each represented employee member in such amount as is determined by the Association, provided however, that no such deduction shall be made from an employee's wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the Finance Director. The aggregate deductions of all employees shall be remitted together, and if the Association requests information on any dues or insurance premium omitted, it shall be disclosed.

12.2 Association Business Leave

- 12.2.1 Members designated by the Association, shall be granted leave of absence from duty with full benefits accruing not to exceed a cumulative total among all Association members of five (5) calendar days (72 shift hours or 40 staff hours) per year within the terms of this Resolution, for the purpose of participating in Association business, including but not limited to labor conventions and educational conferences, provided that such leave is approved by the Fire Chief.

12.3 Association Release Time Bank

- 12.3.1 Association members may donate vacation time, holiday time, and compensatory time off to an Association "time bank" under the following guidelines:

12.3.1.1 Only Association officers or bargaining team members may draw from the bank.

12.3.1.2 Requests to use time from the bank must be made reasonably in advance of the use and approval is subject to the operational necessity of the department. Further, the City is not required to grant time bank usage if to do so would result in overtime.

12.3.1.3 Time may be used for:

- a. Bargaining preparation.
- b. Association meetings.
- c. Association training/conferences
- d. Releasing an employee representative to assist a member at the formal steps of the disciplinary and grievance procedures.

- 12.3.1.4 Except for disciplinary and grievance appeal meeting, the maximum hours of time bank use shall be five (5) calendar days (72 shift hours or 40 staff hours) per calendar year, per individual.

ARTICLE XIII MANAGEMENT RIGHTS

13.1 Management Rights

- 13.1.1 The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of election for employment; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; require overtime, take all necessary actions to carry out its mission in emergencies; and exercise reasonable control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this Agreement.

ARTICLE XIV OTHER ITEMS AND CONDITIONS

14.1 Other Compensable Items Not Set Forth Herein

- 14.1.1 Other items not set forth herein which are compensable as terms or conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on June 30, 2009, unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

14.2 Other Working Conditions Not Set Forth Herein

- 14.2.1 Other working conditions not set forth herein for employees covered by this Resolution shall continue as applicable on June 30, 2009, unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.
- 14.2.2 **Confined Space Rescue and Trench Rescue**
Parties agree to immediately incorporate into the job descriptions of the classifications of Firefighter, Fire Engineer and Fire Captain the full duties connected to confined space rescue and trench rescue.

Passed this date: _____, 2013

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mayor

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

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

DATED: _____, 2013

Ss: Ana Gonzalez, Woodland City Clerk

ATTACHMENT I

For purposes of salary comparisons, as provided by this Agreement, the parties looked at total compensation in a variety of jurisdictions. Prior Agreements have listed Districts and jurisdictions, however, because of some consolidations and changes, some of these Districts ceased to exist during the term of the Agreement. Therefore, the parties reserve the right to examine the jurisdictions that were utilized, in the negotiations, for this Agreement and to change them as necessary because of consolidations or modifications of Departments in various jurisdictions.

Total compensation as used in this Agreement is defined as amounts paid by the City to or on behalf of a present employee for base salary (Firefighter E Step) PERS contribution, medical insurance, dental insurance, optical insurance, other insurance's such as long term disability and life, uniform allowance, special pay (re: EMT), tuition/education reimbursement, and other certification pays (i.e., Hazmat Tech).

Exhibit A

CITY OF WOODLAND WOODLAND PROFESSIONAL FIREFIGHTERS' ASSOCIATION EXHIBIT A - SALARY RANGE EFFECTIVE UPON COUNCIL RATIFICATION 7/1/2014 (1% COLA)					
CLASSIFICA TION	A	B	C	D	E
Firefighter	\$4,785.54	\$5,024.81	\$5,276.05	\$5,539.86	\$5,816.84
Fire Engineer	\$5,431.15	\$5,702.71	\$5,987.86	\$6,287.25	\$6,601.60
Fire Captain	\$6,257.88	\$6,570.77	\$6,899.30	\$7,244.28	\$7,606.48
Fire Prevent. Spec. I	\$3,870.52	\$4,064.05	\$4,267.25	\$4,480.62	\$4,704.64
Fire Prevent. Spec. II	\$4,161.92	\$4,370.01	\$4,588.51	\$4,817.93	\$5,058.84
	July 1, 2015 (1% COLA)				
CLASSIFICA TION	A	B	C	D	E
Firefighter	\$4,833.40	\$5,075.06	\$5,328.81	\$5,595.26	\$5,875.01
Fire Engineer	\$5,485.47	\$5,759.74	\$6,047.73	\$6,350.12	\$6,667.62
Fire Captain	\$6,320.46	\$6,636.48	\$6,968.29	\$7,316.72	\$7,682.55
Fire Prevent. Spec. I	\$3,909.23	\$4,104.69	\$4,309.92	\$4,525.43	\$4,751.69

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

Fire Prevent. Spec. II	\$4,203.54	\$4,413.71	\$4,634.40	\$4,866.11	\$5,109.43
	June 30, 2016 (2% COLA)				
CLASSIFICA TION	A	B	C	D	E
Firefighter	\$4,930.06	\$5,176.56	\$5,435.39	\$5,707.16	\$5,992.51
Fire Engineer	\$5,595.17	\$5,874.93	\$6,168.69	\$6,477.12	\$6,800.97
Fire Captain	\$6,446.87	\$6,769.21	\$7,107.66	\$7,463.05	\$7,836.20
Fire Prevent. Spec. I	\$3,987.41	\$4,186.78	\$4,396.12	\$4,615.94	\$4,846.72
Fire Prevent. Spec. II	\$4,287.61	\$4,501.99	\$4,727.09	\$4,963.43	\$5,211.61

Legislation Details (With Text)

File #: 13-116 Version: 1 Name:
Type: Report of the City Manager Status: Agenda Ready
File created: 7/12/2013 In control: City Council
On agenda: 7/16/2013 Final action:
Title: SUBJECT: PERS Employer Paid Member Contribution (EPMC) for Woodland Professional Firefighters Association (WPFA)
Recommendation for Action
Staff recommends that the City Council Adopt Resolution No. _____ allowing PERS Employer Paid Member Contribution (EPMC) for Woodland Professional Firefighters Association (WPFA)

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution EPMC Fire](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 16, 2013

SUBJECT: PERS Employer Paid Member Contribution (EPMC) for Woodland Professional Firefighters Association (WPFA)

Recommendation for Action

Staff recommends that the City Council Adopt Resolution No. _____ allowing PERS Employer Paid Member Contribution (EPMC) for Woodland Professional Firefighters Association (WPFA)

Fiscal Impact

The recent implementation of the agreement between the Woodland Professional Firefighters Association and the City, contained a modification to EMPC, which results in General Fund savings over the term of the contract of up to \$583,000.

Report in Brief

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

Background

On July 16, 2013, the City plans to approve an MOU for the WPFA 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 WPFA 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 (WPFA); (b) the percent of the normal member contribution rate being paid as EPMC and reported as additional compensation (4% effective July 2013, 2% effective July 2014, 0% effective July 2015); (c) the effective date the value of EMPC will be reported (July, 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 (WPFA).

Prepared by: Sheila McShane
Human Resources Manager

Reviewed by: Kimberly McKinney
Finance Officer

Paul Navazio
City Manager

Attachment: Woodland Professional Firefighters 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 “legacy/classic” members of PERS as defined by CalPERS, of the Woodland Professional Firefighters Association (WPFA).

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

Effective with the July 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 July 16, 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 16th day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Skip Davis, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Details (With Text)

File #: 13-112 Version: 1 Name:
Type: Report of the City Manager Status: Agenda Ready
File created: 7/10/2013 In control: City Council
On agenda: 7/16/2013 Final action:
Title: SUBJECT: First New Ground Level Tank, CIP #08-33, Award Construction Contract

Recommendation for Action

Staff recommends that the City Council authorize award of a construction contract in the amount of \$ 7,050,000 to Myers and Sons Construction LP for the First New Ground Level Tank, CIP 08-33.

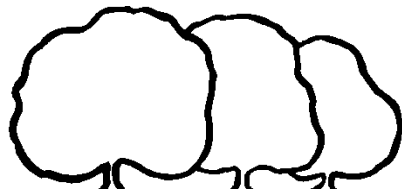
Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

SUBJECT: First New Ground Level Tank, CIP #08-33, Award Construction Contract

Recommendation for Action

Staff recommends that the City Council authorize award of a construction contract in the amount of \$ 7,050,000 to Myers and Sons Construction LP for the First New Ground Level Tank, CIP 08-33.

Council Goal

This recommendation is consistent with the City Council's goal for Infrastructure. The Ground Level Tank is part of Woodland's local water projects that support the Surface Water Supply Project which helps the City to secure a long-term reliable and high-quality water supply.

Fiscal Impact

The project is funded in the Capital Budget in the amount of \$8,517,400 through the water enterprise fund. The difference between the total project budget and the contract award amount is the amount budgeted for environmental review, engineering design, construction management and inspection.

Background

The project was advertised for bids on May 24, 2013 and on July 2 the City received and opened the following nine bids for the project:

Bidder's Name	Bid Amount
Myers and Sons Construction, LP	\$ 7,050,000.00
Skaar Construction Inc./SKI	\$ 7,100,000.00
Aztec Consultants, Inc.	\$ 7,174,000.00
Clark Brothers, Inc.	\$ 7,484,668.00
Preston Pipelines	\$ 7,935,000.00
Gateway Pacific Contractors, Inc.	\$ 8,078,239.00 ¹
Steve P. Rados, Inc.	\$ 8,305,000.00
ProVen	\$ 8,465,000.00
GSE Construction Co., Inc.	\$ 8,560,100.00
Engineer's Estimate	\$ 6,460,000.00

¹ Corrected for arithmetic error on bid.

The bids are all higher than the engineer's estimate. However, the grouping of the lowest three bidders within a percentage point or two of each another indicates a very competitive bidding environment. The City has seen a trend of increased construction costs on other recent projects, which is probably related to the general recovery of the economy. Overall, staff feels this was a good response to the bid advertisement with nine bidders participating and a very competitive grouping of the lowest three bidders.

Staff has performed due diligence in reviewing the bids and the lowest bid complies with all technical submittal requirements. With authorization to award the contract, staff anticipates construction beginning in August 2013 and completion scheduled for the summer of 2014. The project includes an early completion incentive clause of \$8,000 per working day up to a maximum of \$160,000 for completing the project 20 working days (one month) early.

Discussion

The project consists of a 3-million gallon concrete storage tank and booster pump station with connections to the City's existing water system. The tank and pump station are important components of the "local improvements" needed for the implementation of the Davis-Woodland Water Supply Project. The tank project

and large diameter water transmission lines that will bid this winter are important means of distributing the treated surface water supplies in an efficient and cost-effective manner. The tank and pump station will help meet a significant portion of the City's peak hour water demands, which allowed for a reduction in the size of the regional water treatment facility helping to reduce overall costs for City water users.

Until the surface water project comes online in September 2016, the City's system of aging groundwater wells are needed to supply water to meet maximum day, peak hour use and fire flow demands. The age of our wells and depth to groundwater make it increasingly difficult to meet these water demands. The additional pumping capacity available from the tank project is important in sustaining a reliable water supply to the City's water customers.

On September 6, 2011 the Council conducted a public hearing and adopted the CEQA Mitigated Negative Declaration for the Southwest Storage Tank. At the request of Council, design changes were made to reduce the overall visual impacts of the tank to the neighborhood, including increasing the depth of burial.

Conclusion

Staff recommends that the City Council authorize award of a construction contract in the amount of \$ 7,050,000 to Myers and Sons Construction LP for the First New Ground Level Tank, CIP 08-33.

Prepared by: Liz Houck
Senior Engineering Assistant

Reviewed by: Brent Meyer
City Engineer

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio, City Manager

Legislation Details (With Text)

File #: 13-113 Version: 2 Name:
Type: Consent Item(s) Status: Agenda Ready
File created: 7/11/2013 In control: City Council
On agenda: 7/16/2013 Final action:
Title: SUBJECT: Brooks Swim Center Project Update, CIP 12-18

Recommendation for Action

Staff recommends that the City Council grant the City Manager authority to award and execute the construction contract for the renovation of the Brooks Swim Center Project.

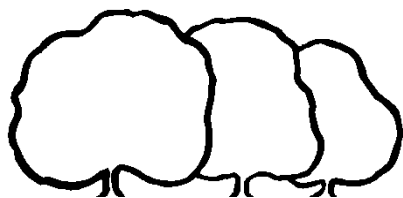
Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

SUBJECT: Brooks Swim Center Project Update, CIP 12-18

Recommendation for Action

Staff recommends that the City Council grant the City Manager authority to award and execute the construction contract for the renovation of the Brooks Swim Center Project.

Report in Brief

At its meeting of May 21, 2013, the City Council approved plans and specifications for the renovation of the Brooks Swim Center and, additionally, gave the City Manager authorization to award the project if bids are within the engineer's estimate of the \$675,000 (plus up to 15% for contingencies). The bid opening for this project is currently scheduled for July 16th at 2 pm.

The current bid climate has resulted in recent bids on most construction projects in the region exceeding earlier engineer's cost estimates. In the event that the bids received for the Brooks Swim Center project exceed the

current authority granted to the City Manager, staff will be requesting additional contract authorization at this meeting. Alternatively, if the bids received are within existing contract authority, then no additional Council action would be needed.

Council action in this regard may be required in order to ensure timely contract award and start of project construction, and avoid any delays merely as a result of the City Council recess.

Conclusion

Staff recommends that the City Council grant the City Manager authority to award and execute the construction contract for the renovation of the Brooks Swim Center Project.

Prepared by: Brent Meyer, PE
City Engineer

Paul Navazio, City Manager

Legislation Details (With Text)

File #: 13-110 Version: 2 Name:
Type: Consent Item(s) Status: Agenda Ready
File created: 7/10/2013 In control: City Council
On agenda: 7/16/2013 Final action:
Title: SUBJECT: Approve Final Map No. 5004 Parkview Subdivision; and related Subdivision Improvement Agreement and SLIF Reimbursement Agreement

Recommendation for Action

Staff recommends that the City Council:

1. Approve Final Subdivision Map 5004,
2. Approve the Subdivision Improvement Agreement for Subdivision 5004 and authorize the Mayor to sign on behalf of the City,
3. Approve the SLIF reimbursement agreement and authorize the City Manager to sign on behalf of the City, and
4. Authorize the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed \$22,000.

Sponsors:

Indexes:

Code sections:

Attachments: [Location Map](#)
[Subdivision Improvement Agreement](#)
[SLIF Reimbursement Agreement](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

Date: July 16, 2013

SUBJECT: Approve Final Map No. 5004 Parkview Subdivision; and related Subdivision Improvement Agreement and SLIF Reimbursement Agreement

Recommendation for Action

Staff recommends that the City Council:

1. Approve Final Subdivision Map 5004,

2. Approve the Subdivision Improvement Agreement for Subdivision 5004 and authorize the Mayor to sign on behalf of the City,
3. Approve the SLIF reimbursement agreement and authorize the City Manager to sign on behalf of the City, and
4. Authorize the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed \$22,000.

Fiscal Impact

This project's processing costs were covered by fees. In addition, at build-out, the 108 lots are estimated to generate approximately \$2,290,000 in Development Impact Fees.

The Spring Lake Infrastructure Fee (SLIF) reimbursement agreement does not obligate the City to pay out any additional funds that are not generated by means other than the SLIF program.

Background

On March 19, 2013, the City Council approved Development Agreement and Tentative Map 5004 including 108 Single Family Dwelling lots on 16.22 acres of single family residential zoned land in Spring Lake known as the Parkview Subdivision.

The Developer, Taylor Morrison of California, has completed all conditions required by tentative map No. 5004, and is requesting that the City approve Final Subdivision Map (SM) No. 5004, Parkview Subdivision, and the associated Subdivision Improvement Agreement and SLIF Reimbursement Agreement.

Discussion

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

The Subdivision Improvement Agreement and SLIF Agreement are provided as attachments to this report.

Under the Subdivision Map Act, the City is required to approve the final map once all conditions have been met and securities have been posted.

Conclusion

Staff recommends that the City Council:

1. Approve Final Subdivision Map 5004,
2. Approve the Subdivision Improvement Agreement for Subdivision 5004 and authorize the Mayor to sign on behalf of the City,
3. Approve the SLIF reimbursement agreement and authorize the City Manager to sign on behalf of the City, and
4. Authorize the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed \$22,000.

Prepared by: Lolly Weichel
Development Engineering

Reviewed by: Brent Meyer, PE
City Engineer

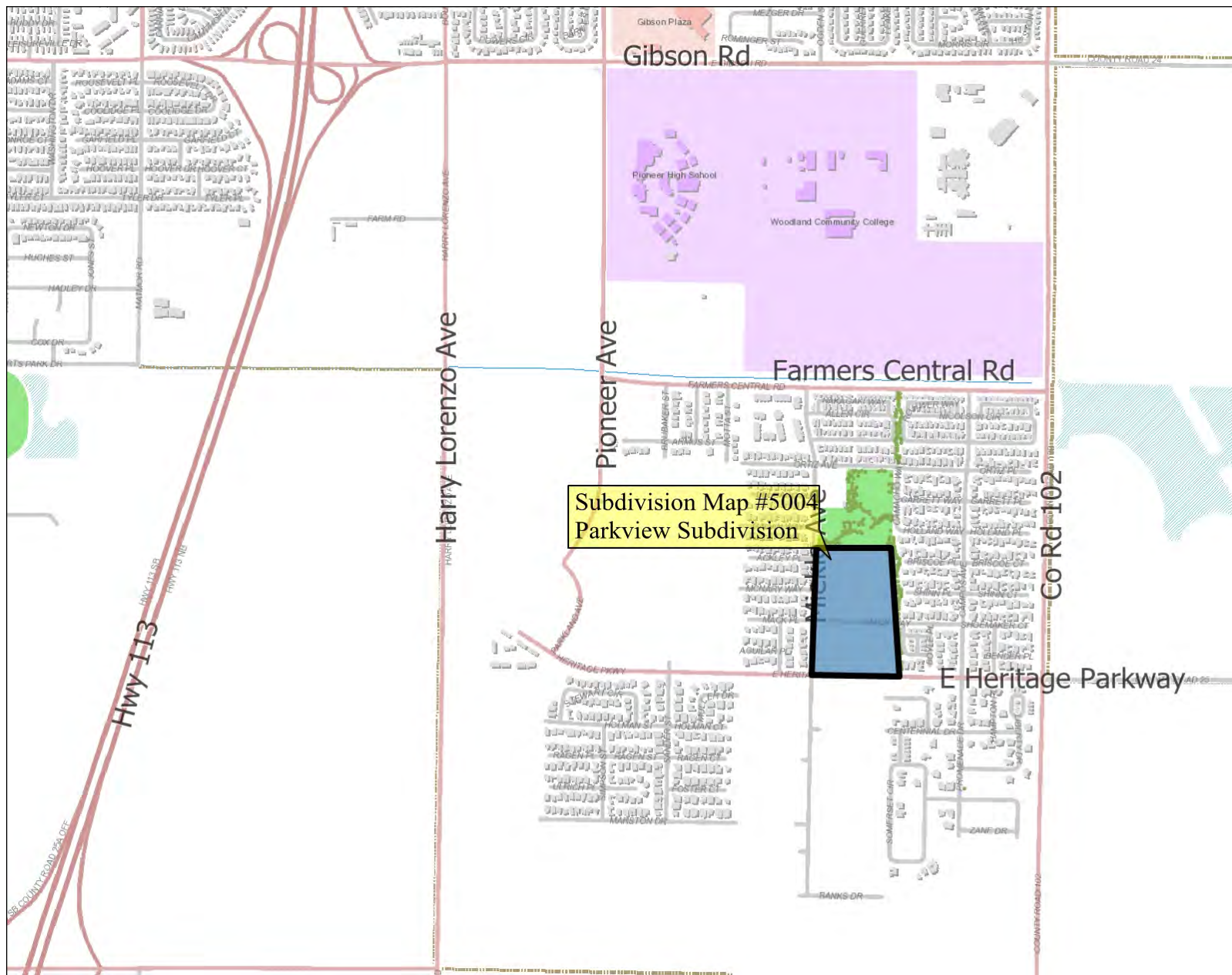
Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio, City Manager

Attachments: Location Map
Subdivision Improvement Agreement
SLIF Reimbursement Agreement



City of Woodland



Legend

- Heritage_Oaks_3
- Park_Trees_3
 - 51 +; 41 to 50; 31 to 40
 - 21 to 30; 11 to 20; 0 to 10
- Railroads_3
- Roads_3
 - Freeway Ramp
 - Freeway
 - Major Street
 - Minor Street
- City_Boundary_3
- Water_Course_3
- Yolo_Roads_3
 - Limited Access Highway
 - Primary Road
 - Secondary Street
 - Freeway Ramp
 - Local Street
- Buildings_3
 - Government
 - Hospital
 - Retail
 - School
- Footprints_3
- Building_Shadow_3
- Pond_3
- Parks_3
 - <all other values>
 - Cemetery
 - Park
- Parking_Lots_3

1: 15,517



0.5 0 0.24 0.5 Miles

NAD_1983_StatePlane_California_II_FIPS_0402_Feet
© City of Woodland 2013

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

City Council
July 16, 2013
Subdivision Map #5004
Parkview Subdivision

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT NO. 5004

between

THE CITY OF WOODLAND
a California municipal corporation

and

TAYLOR MORRISON OF CALIFORNIA, LLC
A California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 5004

I. PARTIES AND DATE.

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the CITY OF WOODLAND, a California municipal corporation ("City") and Taylor Morrison of California, LLC, a California Limited Liability Company, with its principal office located at 81 Blue Ravine Rd. #220, Folsom, CA 95630 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. Developer's tentative parcel/tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland CITY COUNCIL on July 16, 2013. The tentative tract map is identified in City records as Tract Map No. 5004 ("Map").

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

C. Developer has submitted and requests approval of Final Map No. 5004, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

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

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

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

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on March 19, 2013.

III. TERMS.

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

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

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

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

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and

bonds for such Public Improvement have been submitted to and approved by the City Engineer, the City Attorney, or their authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

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

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

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

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

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

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

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by July 16, 2014 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement

of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

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

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

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

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

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

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or

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

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

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

9.0 Default; Notice; Remedies.

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

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of

City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

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

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds which may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed,

Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all public landscaping in a vigorous and thriving condition, Developer shall provide City an irrevocable faithful performance bond in the amount of Two Million Six Hundred Forty Seven Thousand Dollars (\$2,647,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this Section as the Public Improvements are accepted by City, as provided under this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map and that no more than seventy percent (70%) of the security is released prior to full final completion and acceptance of all Public Improvements. All security provided under this Section shall be released no later than the end of the Warranty period, or any extension thereof as provided by this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Payment Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City an irrevocable payment bond in the amount of One Million Three Hundred Twenty Three Thousand Five Hundred Dollars (\$1,323,500), which sum shall not be less than fifty percent (50%) of the Estimated Costs. At the discretion of City, the security provided under this Section may be released by written authorization of the City Engineer six (6) months after the date City accepts the final Public Improvements, or within the time limits established in California Government Code Section 66499.7. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have

under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VII, shall be 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, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and

related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse or underground hazard (XCU).

14.1.2 Automobile Liability. Developer, its contractors and subcontractors shall procure and maintain automobile liability insurance with minimum limits of \$1,000,000 each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than \$1,000,000 per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

14.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by City, Contractors Pollution Liability Insurance covering all of Developer's operations to include onsite and offsite coverage for bodily injury (including death and mental injury), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, the policy shall include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

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.

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

14.3 Certificates; Verification. Developer, its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VII, shall be 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, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall contain no other modifications to the policy.

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

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

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

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

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

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

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

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

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

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors or subcontractors an agent, contractor or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

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

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and

subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Engineer

DEVELOPER:

Taylor Morrison of California, LLC
81 Blue Ravine Rd., #220
Folsom, CA 95630
Attn: Vice President

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

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

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and

assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Construction of the Public Improvements is a public work. Developer shall forfeit as a penalty to City the sum of fifty dollars (\$50.00) for each calendar day or portion thereof for each worker (whether employed by Developer or its contractors or subcontractors) paid less than the prevailing rates for any work done under this Agreement in violation of the provisions of the Labor Code.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF WOODLAND

TAYLOR MORRISSON OF CALIFORNIA

By: _____
Marlin H. Davies, Mayor

By: _____
Kenneth Dar Ahrens
Vice President

By: _____
Jay Pawlek
Vice President

ATTEST:

By: _____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

By: _____
Kara K. Ueda, City Attorney
Best Best & Krieger LLP

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, the undersigned notary public, personally appeared _____

~ personally known to me OR ~ 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.

WITNESS my hand and official seal.

Signature of Notary

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, the undersigned notary public, personally appeared _____
~ personally known to me OR ~ 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.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 5004

The land referred to is situated in the City of Woodland, County of Yolo, State of California and is described as follows:

Parcels

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 5004

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

Construction of streets, curbs, gutters, sidewalks, street lights, traffic signal, landscaping, water, sewer, and storm drain, utilities, joint trench for dry utilities, and appurtenances necessary to serve Subdivision 5004. Improvement plans for which are incorporated herein by reference.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5004

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: \$ 2,647,000.00

Surety: _____

Attorney-in-fact: _____

Address: _____

PAYMENT BOND: \$ 1,323,500.00

Surety: _____

Attorney-in-fact: _____

Address: _____

GUARANTEE AND WARRANTY SECURITY BOND: \$ 264,700.00

Surety: _____

Attorney-in-fact: _____

Address: _____

Recording Requested by
and when recorded return to:

City of Woodland
Attn: Finance Director
300 First Street
Woodland, CA 95695

**AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS
BY THE CITY OF WOODLAND**

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2013 (“Effective Date”) by and between Taylor Morrison of California, LLC, a California Limited Liability Company with its principal office located at 81 Blue Ravine Rd. #220, Folsom, CA 95630 (“Developer”), and the City of Woodland, a California municipal corporation (“City”).

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City (“Improvements”), as required by City.

2.2 City and Developer are parties to a Funding and Reimbursement Agreement for Development Within the Spring Lake Specific Plan Area (“Reimbursement Agreement”), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit “A,” attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is Two Hundred Eighteen Thousand Dollars (\$218,000.00) (“Purchase Price”), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit “A,” Based on Engineer’s Estimates as set forth in Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall

be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer 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. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than \$1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer 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 applicable Prevailing Wage Laws.

3.3 Documentation of Costs. Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 Grant of Easements. Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 Title. Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or grant deed.

3.6 Documents. Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 State of Title to Improvements. Developer shall transfer the Improvements to the City free of all liens or encumbrances of any kind of record or known to Developer. Developer agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

City: City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer: Taylor Morrison of California, LLC
Attn: Kenneth Dar Ahrens or Jay Pawlek
81 Blue Ravine Rd. #220
Folsom, CA 95630

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

3.10 Authority to Execute. The signatories to this Agreement warrant that they are lawfully authorized to execute this Agreement.

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

3.12 Attorneys' Fees. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party attorneys' fees, expert witness' fees, court costs and other costs incurred in prosecuting or defending such action or proceeding.

3.13 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this

Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND

Taylor Morrison of California, LLC

By: _____
Paul Navazio, City Manager

by: _____
Kenneth Dar Ahrens
Vice President

ATTEST:

Ana Gonzalez, City Clerk

by: _____
Jay Pawlek
Vice President

EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED

	SCHEDULE					
Item No.	CONSTRUCTION ITEM DESCRIPTION	UNITS	QTY	TOTAL ESTIMATED COST	FUND SOURCE	
1	Bike Path Entry w/Bollard and Domes	LS		\$8,000	SLIF Credits	
2	Path from Subdivision to Park	LS		\$4,150	SLIF Credits	
3	Privacy Wall	LS		\$65,520	SLIF Credits	
4	Landscaping (Ped connection to greenbelt, pathway to park, Heritage Pkwy)	LS		\$120,744	SLIF Credits	
6	Overhead, Engineering Etc.	LS		\$19,841	SLIF Credits	
	TOTAL			\$218,000		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLY SLIF CONSTRUCTION COSTS

EXTRA WORK

- | | |
|---|-------------|
| 1. Additional Excavation for Deep Sewer | \$23,112.00 |
|---|-------------|