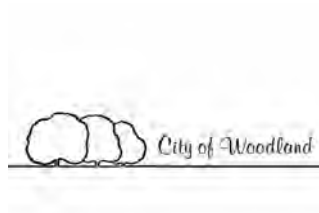


City of Woodland

*300 First Street
Woodland, CA 95695*



Meeting Agenda - Final

Tuesday, August 20, 2013

6:00 PM

Council Chambers

City Council

**CITY COUNCIL
CLOSED SESSION AGENDA**

AUGUST 20, 2013

5:00 P.M.

- A. CALL TO ORDER**
- B. CLOSED SESSION**

**B.1 Conference with Labor Negotiators, Pursuant to Section 54957.6
Agency Designated Representatives: Paul Navazio and Sheila McShane
Employee Organization(s): Woodland City Employee's Association**

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
APRIL 23, 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.

[13-193](#)

SUBJECT: Long Range Calendar

Recommendation for Action

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

Staff Contact

Ana Gonzalez, City Clerk - 530-661-5806,
ana.gonzalez@cityofwoodland.org

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

F. PRESENTATIONS1. [13-178](#)

SUBJECT: Certificate of Appreciation for Linda Jimenez and Kathleen Harris-McFarland

Recommendation for Action

Staff recommends that the City Council recognize Linda Jimenez and Kathleen Harris-McFarland with a Certificate of Appreciation for their immediate care and skill which helped save a neighbor's life.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865,
dan.bellini@cityofwoodland.org

Attachments: [Cert Harris-McFarland.doc](#)
[Cert Jimenez.doc](#)

2. [13-142](#) SUBJECT: Presentation by SACOG on the Airport Land Use Compatibility Plan for the Sacramento International Airport

Recommendation for Action

Staff recommends that the City Council receive a presentation from Greg Chew from the Sacramento Area Council of Governments (SACOG), concerning the draft Airport Land Use Compatibility Plan for Sacramento International Airport.

Staff Contact

Cindy Norris, Principal Planner - 530-661-5820,
cindy.norris@cityofwoodland.org

Attachments: [Yolo Co BOS mtg ppt 071613 b.pdf](#)

G. CONSENT CALENDAR

3. [13-156](#) SUBJECT: Community Development Department's Quarterly Status Report

Recommendation for Action

Staff recommends that the City Council receive Community Development Department's Quarterly Status report.

Staff Contact

Evis Morales, Management Analyst - 530-661-5820,
evis.morales@cityofwoodland.org

Attachments: [CDD Quarterly Status Report](#)
[Customer Satisfaction Survey](#)

4. [13-171](#) SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of April 2013 through June 2013

Recommendation for Action

Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for April 2013 through June 2013.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865,
dan.bellini@cityofwoodland.org

Attachments: [Qtrly Report - Apr-Jun 2013.pdf](#)

5. [13-177](#) SUBJECT: Amendment to the City's Salary Schedule - Information Technology and Electrical job series, and Community Services.

Recommendation for Action

Staff recommends that Council:

- 1) Approve amendments to the city's Salary Schedule to add recommended salary ranges for new positions in the Information Technology and the Electrical series, and
- 2) Approve updated job classifications / descriptions and salary ranges for new Community Services job titles.

Staff Contact

Sheila McShane, Human Resources Manager - 530-661-5807
Sheila.McShane@cityofwoodland.org

Attachments: [Community Services Director.docx](#)
[Community Services Manager revised 8-9-13.docx](#)
[3august 20 new salaries.xlsx](#)

6. [13-160](#) SUBJECT: Annual Report from the Manufactured Home Fair Practices Commission

Recommendation for Action

Staff recommends that the City Council receive and file the enclosed Manufactured Home Fair Practices Commission Annual Reports for the 2010/11 and 2011/12 program years.

Staff Contact

Dan Sokolow, Senior Planner - 530-661-5820,
dan.sokolow@cityofwoodland.org

Attachments: [2010/11 Annual Rpt+Mtg Minutes.pdf](#)
[2011/12 Annual Rpt+Mtg Minutes.pdf](#)

7. [13-131](#) SUBJECT: Second Reading of Ordinance No. _____ An Ordinance of the City Council of the City of Woodland approving Heidrick Ranch Phase II Development Agreement Amendment between the City of Woodland and Pioneer Investors LLC

Recommendation for Action

Staff recommends that the City Council adopt Ordinance No. _____, approving the Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval

Staff Contact

Paul Hanson, AICP, Senior Planner - 530-661-5820,
paul.hanson@cityofwoodland.org

Attachments: [Attachment 1 - Ordinance and Development Agreement.pdf](#)
[Attachment 2 - Findings and Conditions of Approval.pdf](#)
[Attachment 3 - July 16, CC Staff Report.pdf](#)

8. [13-161](#) SUBJECT: Mutual Housing MPFP Fee Deferral

Recommendation for Action

Staff recommends that the City Council take the following actions:

1. Adopt Resolution No. , approving the deferral of all Major Projects Financing Plan (MPFP) fees with the exception of the fee for Parks and Recreational Facilities until issuance of the certificate of occupancy on the construction of the first 62 units for the Mutual at Spring Lake Apartments project.
2. Direct the City Manager to execute the attached deferral agreement in substantially the same form with Mutual Housing California or another entity established by Mutual to own the Mutual at Spring Lake Apartments project.

Staff Contact

Dan Sokolow, Senior Planner - 530-661-5820 -
dan.sokolow@cityofwoodland.org

Attachments: [Fee Deferral CC Reso 20Aug13.pdf](#)
 [Fee Deferral Agmnt 20Aug13.pdf](#)
 [Request for Fee Deferral - Spring Lake.pdf](#)

H. PUBLIC HEARINGS

9. [13-158](#) SUBJECT: Cal West Tentative Map # 4991 - Cal West Investors, LLC/Optimistic Partners, Spring Lake Specific Plan Tentative Subdivision Map # 4991 and Development Agreement

Recommendation for Action

Staff recommends that the City Council take the following actions:

1. Hold a Public Hearing
2. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 4991; and "Conditions of Approval" to be incorporated in to the Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report; and,
3. Approve the Tentative Subdivision Map (TSM#4991) in accordance with the "Conditions of Approval" as presented in this Staff Report; and
4. Waive the first reading and read by title only Ordinance No. __ , approving the Development Agreement between the City of Woodland and Cal West Investors LLC and Optimistic Partners.

Staff Contact

Cindy Norris, Principal Planner - 530-661-5820,
cindy.norris@cityofwoodland.org

Attachments: [Att A - Findings and Conditions of Approval](#)

[Att B - Development Agreement](#)

[Att C - Planning Commission SR 7.18.13](#)

I. REPORTS OF THE CITY MANAGER

10. [13-165](#) SUBJECT: Municipal Tennis Court Ordinance

Recommendation for Action

Staff recommends that the City Council approve an ordinance of the City of Woodland adding Section 15-57 to the Woodland Municipal Code relating to the use of municipal tennis courts.

Staff Contact

Rob Sanders, Public Works Superintendent - 661-5959,
rob.sanders@cityofwoodland.org

Attachments: [WOODLAND ordinance re municipal tennis courts \(2\).docx](#)

11. [13-176](#) SUBJECT: FY2013-14 and FY2014-15 Animal Services Contract

Recommendation for Action

Staff recommends the City Council approve the proposed 2-year contract with the County of Yolo to provide animal control services for FY2013/14 and FY 2014/15.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865,
dan.bellini@cityofwoodland.org

Attachments: [Animal Services Contract.pdf](#)

12. [13-187](#) SUBJECT: Water System Plan of Finance Update

Recommendation for Action

Staff recommends that the City Council receive an update on the financing plan in support of the City's water system, including the Woodland-Davis Surface Water Project, and:

- 1) Approve a resolution authorizing the issuance of water utility revenue bonds in an amount not-to-exceed \$155 million, and
- 2) Approve resolutions authorizing the City Manager to submit applications to the State Revolving Loan Fund for both Safe Drinking Water (CA Dept of Public Health) and Clean Water Act (State Water Resources Control Board) capital project funding.

Staff Contact

Kimberly McKinney, Finance Officer - 530-661-5849
-Kimberly.mckinney@cityofwoodland.org

Attachments: [Water Project Study Session OUTLINE \(August 20, 2013\).docx](#)
[Woodland SWP Financing Plan 8-20-13.ppt](#)
[01_Authority resolution.docx](#)
[02_COW Resolution for Authority to Apply for Clean Water SRF 8 15 13a .docx](#)
[03_COW Resolution for Authority to Apply for SDWSRF 8 15 13 .docx](#)

J. 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 August 20, 2013 was posted on August 15, 2013 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

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

Legislation Details (With Text)

File #: 13-193 **Version:** 1 **Name:**
Type: Consent Item(s) **Status:** Agenda Ready
File created: 8/15/2013 **In control:** City Council
On agenda: 8/20/2013 **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.
Staff Contact
Ana Gonzalez, City Clerk - 530-661-5806, ana.gonzalez@cityofwoodland.org

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: August 20, 2013

SUBJECT: Long Range Calendar

Recommendation for Action

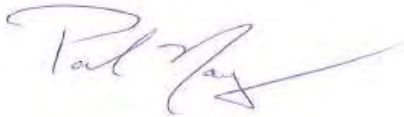
Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Staff ContactAna Gonzalez, City Clerk - 530-661-5806, ana.gonzalez@cityofwoodland.org**Background**

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

Prepared by: Ana Gonzalez
City Clerk

Reviewed by: Paul Navazio
City Manager

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

Paul Navazio, City Manager

Attachment: Long Range Calendar

COUNCIL LONG RANGE CALENDAR

Items subject to removal and/or rescheduling

Tuesday, September 3, 2013	Reports due 8/20	Regular Meeting
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CONSENT

CIP 13-03 Clark Field Backstop Replacement Project
 Accept Public Improvements for Subdivision 4675; Parkside
 League of CA Cities Resolutions

REGULAR

State Theater Follow-up Discussion
 Sewer Rate Recommendations and Council Direction on Prop 218 Process
 Expiration of Measure V – Discussion of Possible Replacement Measure

Tuesday, September 17, 2013	Reports due 9/3	Regular Meeting
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Successor Agency ROPS – January – June 2013
 Receive CDBG Consolidated Annual Performance and Evaluation Report (CAPER)
 Adopt Housing Element
 General Plan Update – Vision Discussion, Opportunities and Constraints

Tuesday, October 1, 2013	Reports due 9/17	Regular Meeting
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Public Information/Communications Plan

Tuesday, October 15, 2013	Reports due 10/1	Regular Meeting
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General Plan Update – Council Direction on Proposed Land Use Alternatives
 Council District lections – Recommendation from Citizen’s Advisory Committee on District Boundaries

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
 Street/Road Maintenance

Legislation Details (With Text)

File #: 13-178 Version: 1 Name:
Type: Presentation Status: Agenda Ready
File created: 8/1/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Certificate of Appreciation for Linda Jimenez and Kathleen Harris-McFarland

Recommendation for Action

Staff recommends that the City Council recognize Linda Jimenez and Kathleen Harris-McFarland with a Certificate of Appreciation for their immediate care and skill which helped save a neighbor's life.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865, dan.bellini@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Cert Harris-McFarland.pdf](#)
[Cert Jimenez.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Certificate of Appreciation for Linda Jimenez and Kathleen Harris-McFarland

Recommendation for Action

Staff recommends that the City Council recognize Linda Jimenez and Kathleen Harris-McFarland with a Certificate of Appreciation for their immediate care and skill which helped save a neighbor's life.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865, dan.bellini@cityofwoodland.org

Background

On June 10, 2013, Linda Jimenez answered her front door to find a neighbor who had been the victim of an assault and had made his way to Ms. Jimenez front porch seeking help. The neighbor had suffered lacerations to his neck area resulting in extreme blood loss.

Ms. Jimenez, who had previous medical training, quickly tended to her neighbor, by laying him down, elevating his legs, and applying towels and pressure to his wounds. Ms. Jimenez even had the presence of mind to call 911 and attempted to have all conversations between her and the neighbor recorded because she feared he would succumb to his wounds, all the while continuing to verbally reassure her neighbor.

From across the street, another neighbor and nurse, Kathleen Harris-McFarland also responded and assisted Linda in her life-saving efforts for the victim. Both Linda and Kathleen continued their care until medical aid arrived on scene. The victim's wounds and loss of blood were significant, and Linda's and Kathleen's immediate care and skill helped save the victim's life and their actions went above and beyond the expectations for an average citizen.

It is tremendously gratifying to know we have people in our community, such as Linda Jimenez and Kathleen Harris-McFarland, who without hesitation were willing to administer aid to a neighbor in need.

Conclusion

Staff recommends that the City Council recognize Linda Jimenez and Kathleen Harris-McFarland with a Certificate of Appreciation for their immediate care and skill, saving a neighbor's life.

Prepared by: Dan Bellini
Chief of Police



Paul Navazio, City Manager

Attachment: Certificate of Appreciation

City of Woodland

CERTIFICATE OF APPRECIATION

PRESENTED TO KATHLEEN HARRIS-MCFARLAND

WHEREAS, on June 10, 2013, the victim of an assault, suffering lacerations to his neck area, was in dire need of immediate medical attention; and

WHEREAS, Kathleen Harris-McFarland quickly responded to the victim and began tending to the victim's life threatening injuries; and

WHEREAS, Kathleen Harris-McFarland continued care until medical aid arrived helping save the victim's life despite the possible danger to herself due to the outstanding suspect; and

WHEREAS, Kathleen Harris-McFarland is an outstanding and exemplary citizen of the City of Woodland.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland does hereby recognize Kathleen Harris-McFarland as a distinguished citizen of the City of Woodland who provided immediate life-saving care and skill tending to the severe injuries of a victim of an attempt homicide in Woodland, California on June 10, 2013.

PASSED AND ADOPTED this 20th day of August 2013.

Marlin H. Davies, Mayor

Tom Stallard, Vice-Mayor

William L. Marble, Council

Member

Jim Hilliard, Council Member

Sean Denny, Council Member

City of Woodland

CERTIFICATE OF APPRECIATION PRESENTED TO LINDA JIMENEZ

WHEREAS, on June 10, 2013, the victim of an assault, suffering lacerations to his neck area, was in dire need of immediate medical attention; and

WHEREAS, Linda Jimenez quickly responded to the victim and began tending to the victim's life threatening injuries; and

WHEREAS, Linda Jimenez continued care until medical aid arrived helping save the victim's life despite the possible danger to herself due to the outstanding suspect; and

WHEREAS, Linda Jimenez is an outstanding and exemplary citizen of the City of Woodland.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland does hereby recognize Linda Jimenez as a distinguished citizen of the City of Woodland who provided immediate life-saving care and skill tending to the severe injuries of a victim of an attempt homicide in Woodland, California on June 10, 2013.

PASSED AND ADOPTED this 20th day of August 2013.

Marlin H. Davies, Mayor

Member

Tom Stallard, Vice-Mayor

William L. Marble, Council

Jim Hilliard, Council Member

Sean Denny, Council Member

Legislation Details (With Text)

File #: 13-142 Version: 1 Name:
Type: Presentation Status: Agenda Ready
File created: 7/25/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Presentation by SACOG on the Airport Land Use Compatibility Plan for the Sacramento International Airport

Recommendation for Action

Staff recommends that the City Council receive a presentation from Greg Chew from the Sacramento Area Council of Governments (SACOG), concerning the draft Airport Land Use Compatibility Plan for Sacramento International Airport.

Staff Contact

Cindy Norris, Principal Planner - 530-661-5820, cindy.norris@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Yolo Co BOS mtg ppt 071613 b.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Presentation by SACOG on the Airport Land Use Compatibility Plan for the Sacramento International Airport

Recommendation for Action

Staff recommends that the City Council receive a presentation from Greg Chew from the Sacramento Area Council of Governments (SACOG), concerning the draft Airport Land Use Compatibility Plan for Sacramento International Airport.

Staff Contact

Cindy Norris, Principal Planner - 530-661-5820, cindy.norris@cityofwoodland.org

Fiscal Impact

There will be no direct fiscal impact, however, there may be long range impacts due to review requirements.

Discussion

On June 27, 2013 the Sacramento Area Council of Governments (SACOG), acting as the Airport Land Use Commission (ALUC), released the Initial Study/ Negative Declaration for the Draft Airport Land Use Compatibility Plan for public review. Pursuant to the State Aeronautics Act, Public Utility Code 21670, the Airport Land Use Compatibility Plan (ALUCP) is a planning document that intends to promote compatibility between Sacramento International Airport (SMF) and its surrounding environment, including review and regulation of uses within the Airport's identified Airport Influence Area (AIA).

Greg Chew, of SACOG staff, will provide a presentation to the Woodland City Council on the draft ALUCP and proposed Airport Influence Area (AIA), including the reason for the plan update and what the plan changes means for Woodland.

Woodland falls within the western edge of the Airport Influence Area, Referral Area 2. However, the affected portions of the City do not fall within the more restrictive Safety Zone Limit areas or within the Airspace Protection Surface (FAR Part 77). Actions that will be requested of the City include providing policies concerning airport compatibility within the City's General Plan and the referral to the ALUC any project or structure which may have the potential to create electrical or visual hazard to aircraft, (Section 1.5.4 (b), or land use projects that may result in increased wildlife attraction (Section 3.4.4 (c)).

Comments on the Initial Study / Negative Declaration are requested by July 31, 2013. It is currently anticipated that the ALUC will consider comments on the draft Negative Declaration and draft ALUCP on September 26, 2013; and will then consider adoption of both the environmental document and the SMF ALUCP on November 14, 2013.

The draft Airport Land Use Compatibility Plan (ALUCP) and Initial Study / Negative Declaration (IS/ND), as well as Frequently Asked Questions (FAQs) may be viewed and downloaded at <http://www.sacog.org/airport/>.

Prepared by: Cindy A. Norris, Principal Planner

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Enclosures: Power Point Slides

SACRAMENTO INTERNATIONAL AIRPORT

DRAFT AIRPORT LAND USE COMPATIBILITY PLAN

SACRAMENTO AREA COUNCIL OF GOVERNMENTS
(SACOG)

Airport Land Use Compatibility Plan (ALUCP)

- State law requires SACOG to serve as Airport Land Use Commission (ALUC)
- ALUC must develop and update plans to
 - (1) protect public health
 - (2) prevent encroachment of incompatible land uses around airports
- Sacramento International Airport plan last updated 1994
- Changes in state and FAA guidance combined with grant to update plan
- Plan does NOT affect: airport operations, flight paths, etc.

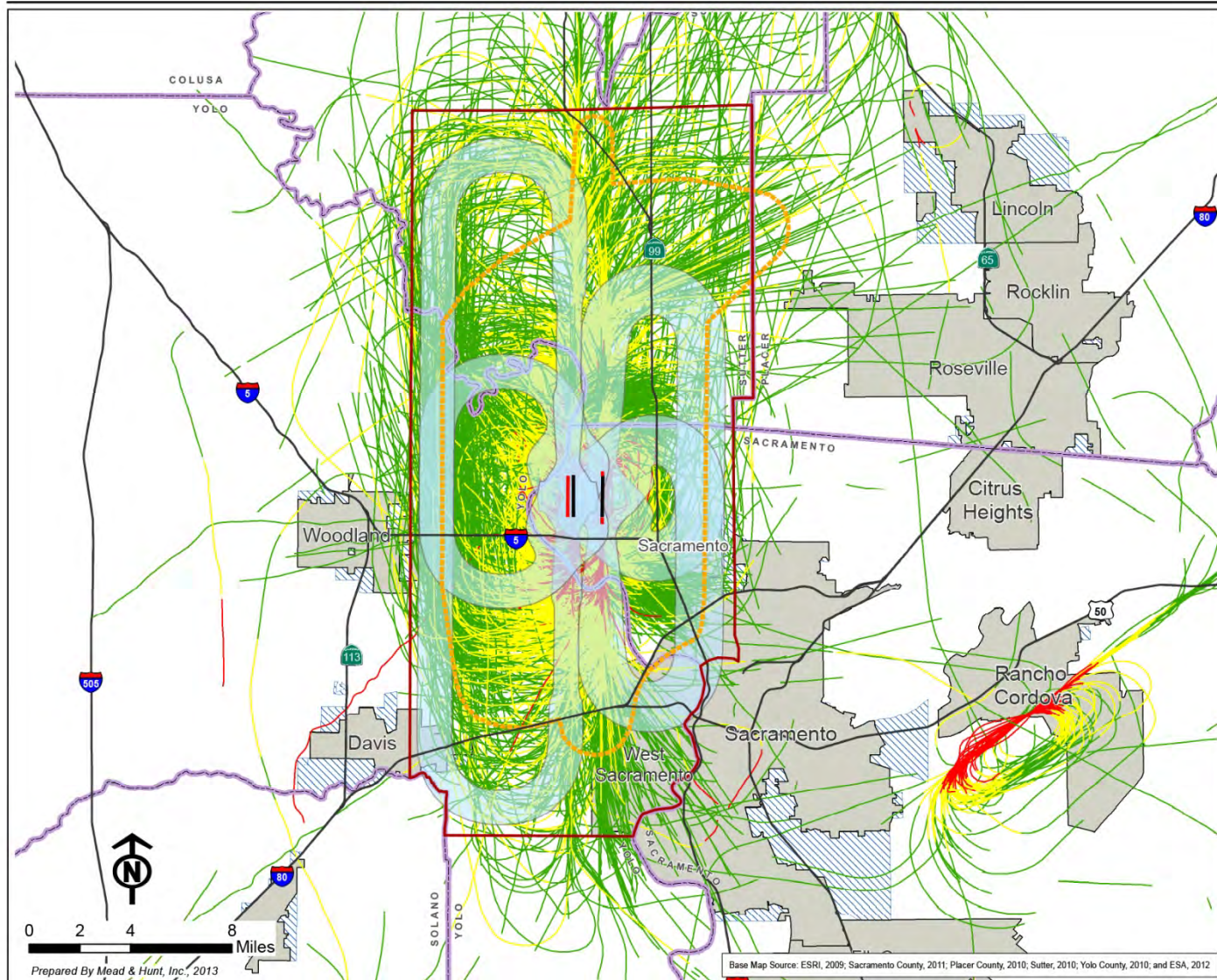
ALUCP Components

- Identifies affected land areas surrounding airport, and what is compatible/incompatible land uses according to:
 - - Safety
 - - Noise
 - - Airspace protection (height, wildlife and other potential interference)

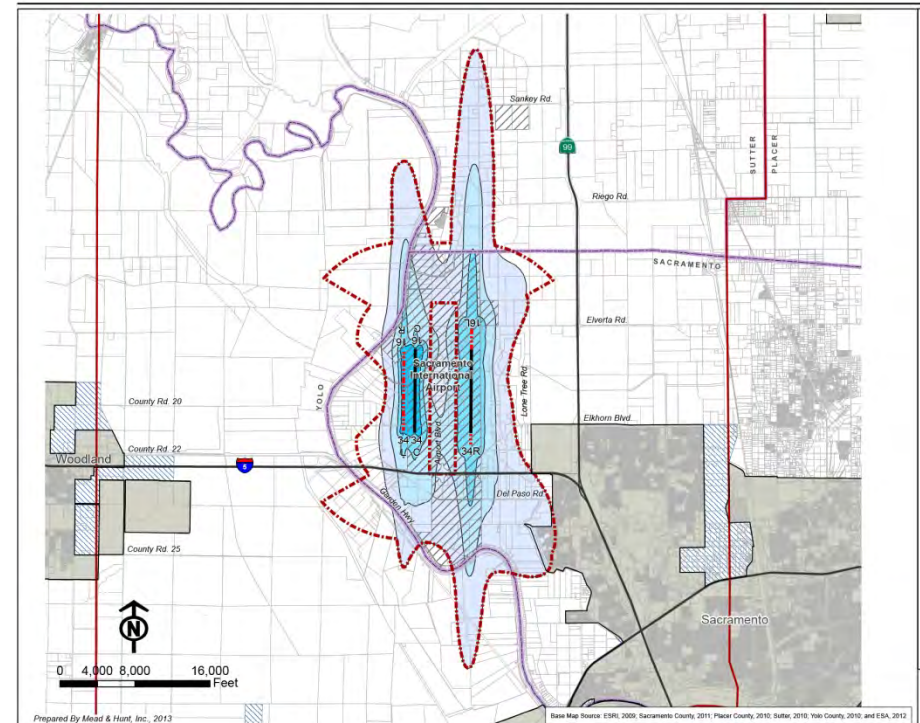
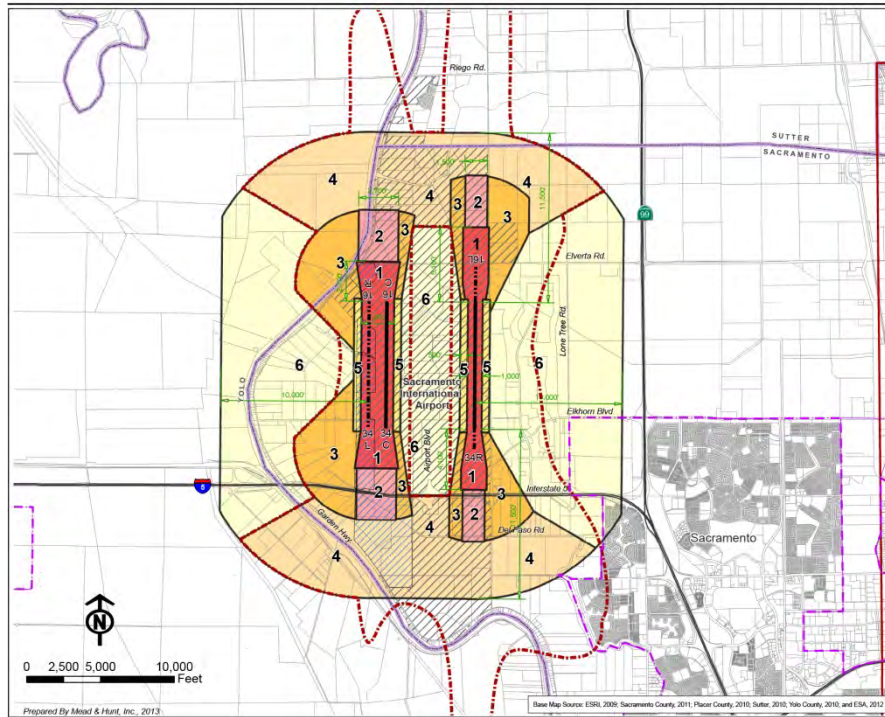
Airport Influence Area (AIA)

- Definition: area in which current or future airport-related noise, overflight, safety and/or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses
- Defined by Airport Land Use Commission; if not, default is 2 miles
- Draft SMF AIA is based on 3,000 ft flight tracks (see Exhibit 11)
- 3,000 ft is FAA environmental criterion

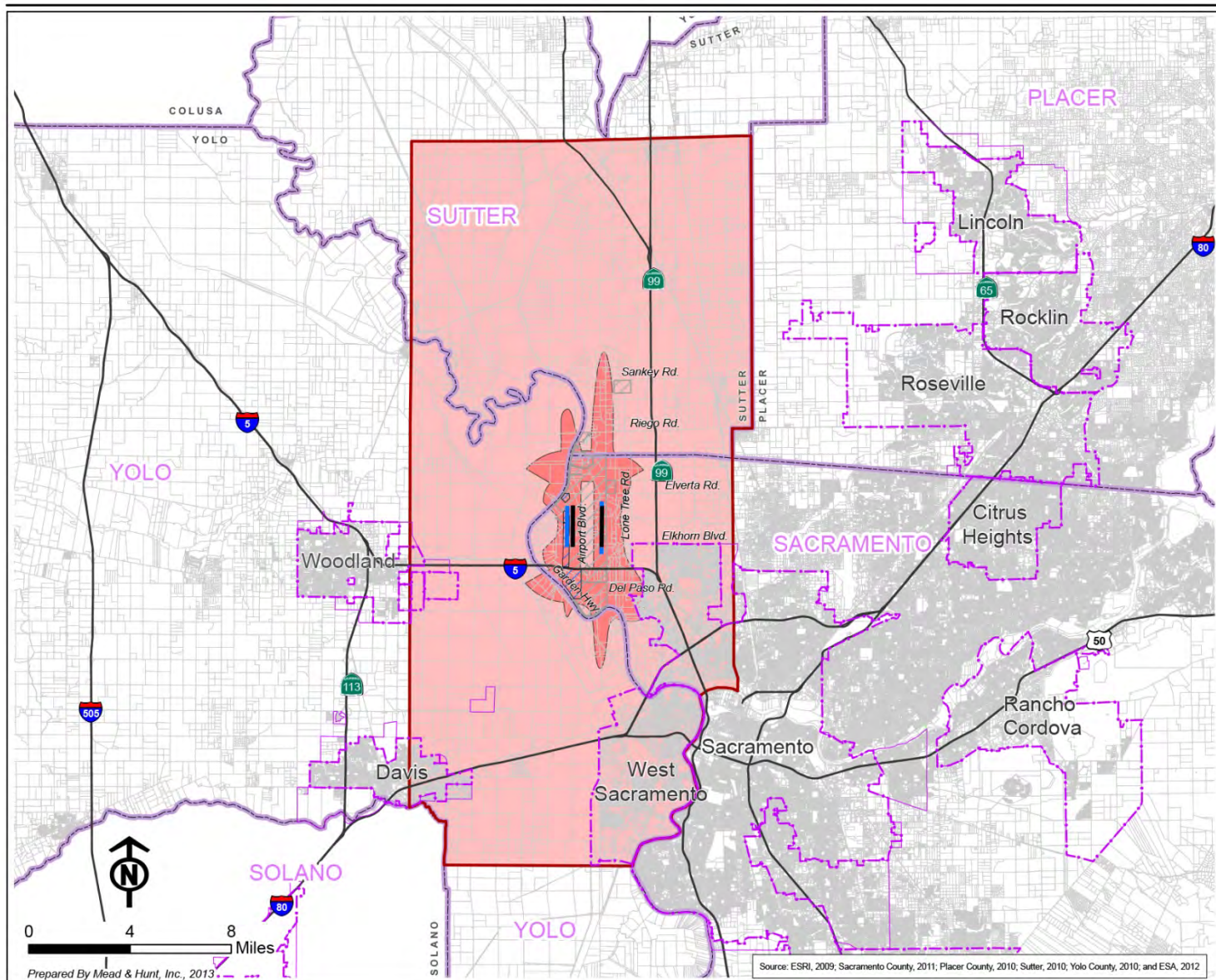
Air traffic below 3000 feet



Safety and Noise Maps



Airport Influence Area/Safety+Noise



Airport Influence Area – 2 Areas of Review (Policy 1.5.4)

- **Reference Area 1**

- Area outlined by Safety and Noise maps (Maps 2+3)
- Mostly Sacramento City and Sacramento County; some in Yolo and Sutter Counties

- **Reference Area 2**

- Remainder of AIA area minus Ref Area 1
- Portions of Unincorp Yolo Co, Woodland and Davis, all of W. Sacramento,

Airport Influence Area – ALUC Review

- **Reference Area 1**

- Noise Standards (Table 1)
- Safety Standards (Table 2)
- Major Land Use actions – SOI, annex., 5 du or more, 20k sq ft bldg, major infrast.

- **Reference Area 2**

- Electrical interference
- Lighting could be mistaken for airport
- Glare affecting pilots
- Impaired visibility

Wildlife/Airspace Protection

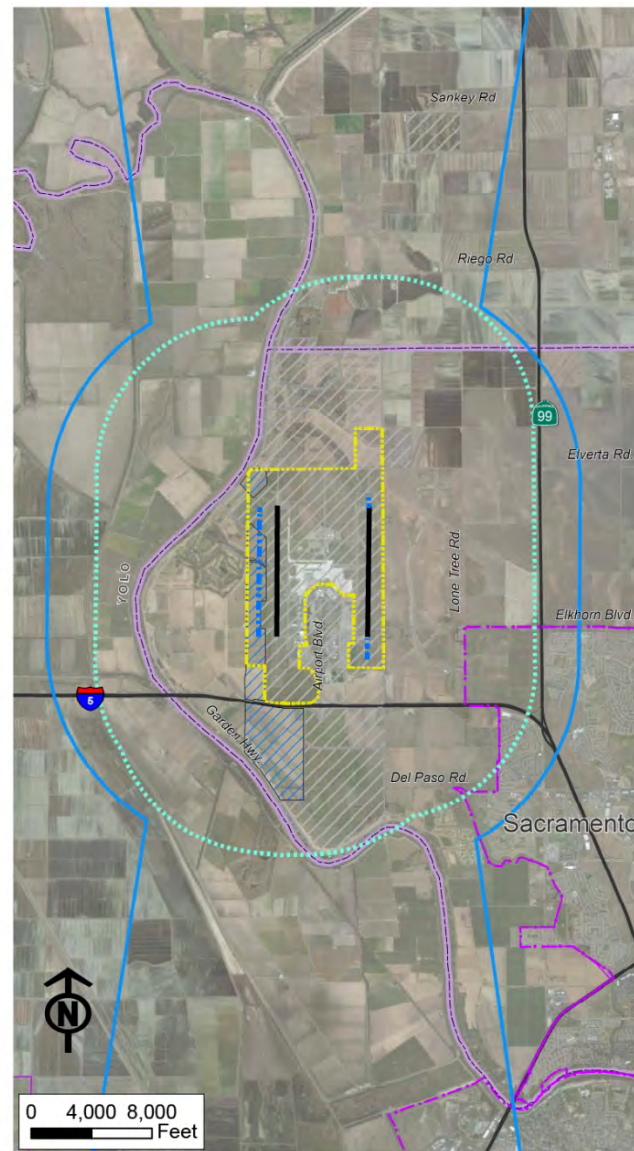
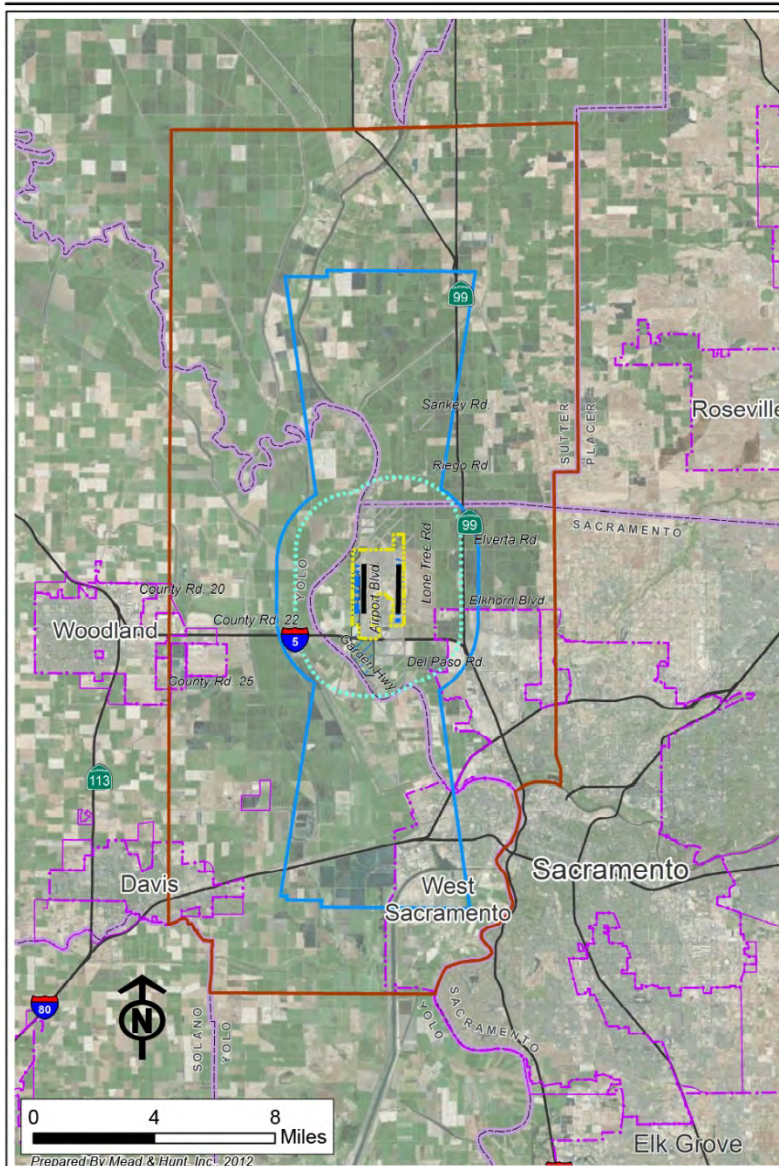
Within 10k ft of SMF

- Yolo cities, Conaway, WWTP – none included
- FAA guidelines/requirements: avoid, eliminate or mitigate wildlife attractants
- ALUCP Incompatible if FAA deems and discretionary action; not affect existing use

Outside 10k ft but in AIA

- Yolo cities, Conaway, WWTP included
- Intent: ALUC not make determination but provide input (likely in project CEQA)
- Inform airport
- Facilitate meeting to discuss

Airspace Protection/Wildlife Hazards



What's this mean to Yolo County?

- Within Airport Influence Area (AIA), outside of Safety/Noise: only major obstacles to airport operations (e.g, major electrical, glare, light or visibility obstacles)
- Within AIA, outside of 10k ft wildlife buffer – comment only

What's next

- Public Workshop July 16, 6:15 to 7:45 p.m. at North Natomas Library
- Initial Study/Neg. Dec comments due July 31
- Individual meetings with stakeholders including all affected local governments
- SACOG Land Use and Natural Resource (LUNR) Committee on Sept 5 (1 pm) and SACOG Board on Sept 26, 9:30 a.m. – review public comments, preliminary proposed changes
- SACOG LUNR Comm (Oct 31) for recommendation to adopt
- SACOG Board (as ALUC) to adopt Nov 14 (9:30 a.m.)

Legislation Details (With Text)

File #: 13-156 Version: 1 Name:
Type: Consent Item(s) Status: Agenda Ready
File created: 7/26/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Community Development Department's Quarterly Status Report

Recommendation for Action

Staff recommends that the City Council receive Community Development Department's Quarterly Status report.

Staff Contact

Evis Morales, Management Analyst - 530-661-5820, evismorales@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [CDD Quarterly Status Report](#)
[Customer Satisfaction Survey](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Community Development Department's Quarterly Status Report

Recommendation for Action

Staff recommends that the City Council receive Community Development Department's Quarterly Status report.

Staff Contact

Evis Morales, Management Analyst - 530-661-5820, evis.morales@cityofwoodland.org

Fiscal Impact

This is an informational item with no fiscal impact.

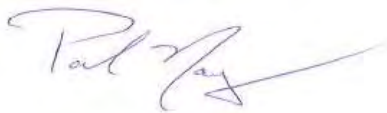
Report in Brief

Attached is the Community Development Department's (CDD) Monthly Quarterly Report. The report highlights building activity, major development projects, and activities of the Successor Agency/former Redevelopment Agency *from April 15, 2013 to July 15, 2013*.

Also included is CDD's "Tell Us How We Are Doing!" customer satisfaction survey. In March 2013 CDD restored its customer satisfaction survey. The survey is comprised of various questions (closed/open ended) that will assist the department in improving its customer service. The attached report highlights survey results from March 11, 2013 to July 18, 2013.

Prepared by: Evis Morales, Management Analyst

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attached: CDD Quarterly Status Report, Customer Satisfaction Survey



PROJECT UPDATE

Activities from April 15, 2013 to July 15, 2013

Changes will be highlighted in bold

BUILDING ACTIVITY

Project:	Target Storage Rack		
Phase:	Construction	PM:	Paul Siegel
Location:	2050 E Beamer		
Description:	Extensive racking and conveyor systems are being installed inside the new 300K expansion.		
Status:	(No Change) All building permits have been issued and building staff has been making daily inspections.		

Project:	County Fair Mall Tenant Improvement		
Phase:	Ready to Issue	PM:	Paul Siegel
Location:	1250 E Gibson		
Description:	60,000 sq ft TI of the former Mervyn's space into a grocery store.		
Status:	The project is operating under a temporary certificate of occupancy. Minor work still needs to be completed by contractor.		

Project:	Huntington Square Subdivision		
Phase:	Construction	PM:	Paul Siegel
Location:	Spring Lake at end of Matmor Dr.		
Description:	162 Single Family Home Development		
Status:	113 single family home permits have been issued. 72 homes have been finaled and 41 homes are currently under construction. There are 49 remaining lots. Sports Park Drive construction is nearing completion and the road is currently open.		

Project:	Starlyn Park		
Phase:	Construction	PM:	Paul Siegel
Location:	East Gibson and Branigan Ave next to Bel Air shopping center		
Description:	79 Single Family Home Development		
Status:	All permits have been issued. The project will still be under construction for the next few months.		

Project: Starlyn Park

Project: CommuniCare Health Clinic**Phase:** Construction**PM:** Paul Siegel**Location:** 215 W Beamer St.**Description:** 21,000 sq ft health clinic on 4.31 acres**Status:** Construction is in the framing stage.

Project: Produce Market**Phase:** Plan Review**PM:** Paul Siegel**Location:** 1490 E. Main St.**Description:** Produce Market on 4.47 acres: Site will be on septic tank.**Status:** The project has completed City review and is ready pending Health Department approval.

Project: 215 California Tenant Improvement**Phase:** Plan Review**PM:** Paul Siegel**Location:** 215 California St.**Description:** Tenant Improvement of the former Rite Aid: 40,000 sq ft planned grocery store.**Status:** The project is under construction. Completion is planned for the September to October 2013 time frame.

Project: In-Shape Tenant Improvement**Phase:** Plan Review**PM:** Paul Siegel**Location:** 285 California St.**Description:** Conversion of former McMahan's furniture store. This is a 24,500 sq ft remodel that includes an in-door swimming pool.**Status:** The permit has been issued and the project is under construction.

Project: Comfort Suites Hotel**Phase:** Plan Review**PM:** Paul Siegel**Location:** 2080 Freeway Drive**Description:** Construction of 41,500 sq ft Hotel with 66 Rooms**Status:** The project is in plan check.

Project: Porter Building 2n & 3rd Floor Electric and ADA
Phase: Ready to Issue **PM:** Paul Siegel
Location: 511 Main Street
Description: Redo electrical and ADA on 2nd and 3rd floor of Porter Building
Status: (No Change) A building permit has been issued.

DEVELOPMENT ACTIVITY

Project: Woodland Commerce Center
Phase: Environmental Review for DEIR **PM:** Dan Sokolow
Location: NW corner of East Main Street and CR 102
Description: Proposed annexation for 146-acre site with a GP land designation of Industrial and pre-zoned Industrial.
Status: Draft Program EIR circulated during the period of April 26 – June 10, 2013. RBF, the City's environmental consultant, and City staff are preparing responses to the comments received on the Draft EIR.

Project: Woodland Spring Lake Partnership
Phase: Initial Review **PM:** Cindy Norris/Paul Hanson
Location: West of Harry Lorenzo, North of Heritage Parkway
Description: 105 acres of land; Proposed Tentative Map, Rezone and General Plan Amendment to replace the Spring Lake Central project previously approved in Feb 2007. The new application proposes to reconfigure the land uses within the project and subdivide the single family lots. The application proposes to remove the central commercial acreage and provide approximately 612 new units; 405 single family, 22 half-plex and 185 multi-family. One acre fire station and a 4.3 acre park site.
Status: Currently under review for completeness. A proposed General Plan petition to be heard by Planning Commission. A planning consultant will be hired to assist in project management.

Project: Nugget Market Mural Tenant Improvement/Design Review
Phase: Approved/Interior Permit Issued **PM:** Paul Hanson/Paul Siegel
Location: 154 Main Street
Description: Upgrade of façade, interior upgrades, and proposed mural
Status: Building façade improvements approved by staff and the mural approved by the Planning Commission on July 18, 2013. The permit for the interior has been issued.

Project: Lennar Homes Design Review
Phase: Approved **PM:** Cindy Norris
Location: Spring Lake Heritage Unit 4, south of Heritage Parkway
Description: 98 single family homes in an R-4 subdivision.
Status: Design review approved and building plans are now in plan check.

Project: Gateway Shop 5 Design Review
Phase: Review **PM:** Cindy Norris
Location: 2051 Bronze Star Drive at American Drive, Woodland Gateway I
Description: 12,432 square foot shop building for additional tenant spaces.
Status: Currently under review and building plans are in plan check.

Project: Prudler Tentative map # 4856, General Plan Amendment and Rezone (Map revision)
Phase: Initial Review **PM:** Paul Hanson
Location: North of Sports Park Drive, East of East Street and South of the County Fair Mall.
Description: A proposed General Plan Amendment to amend the land use from General Commercial to Residential. Proposed rezone from C-2 to R-1 and a revised subdivision map for a total of 204 lots of which 86 units will be at an R-5 density and 118 at an R-8 density, for a total project density of 5.85 units/ac.
Status: (No Change) Under Review.

Project: Cal West Tentative Map # 4991 by Cal West Investors, LLC
Phase: Revised Submittal Review **PM:** Cindy Norris
Location: Northwest Corner of Harry Lorenzo Avenue and Farmers Central Rd and east of HWY 113
Description: A request for a Rezone of R-15 to R-8, tentative subdivision map and Development Agreement on approximately 35 acres to subdivide the subject parcels to 209 single family R-8 lots. The map is proposed to be developed in four (4) phases with phases 1-3 consisting of single family development at a density of 6.13 du/ac. Phase 4 consists of a 5.80 net acre site currently zoned R-15 with a request to downzone to R-8. The overall project density is proposed to be 6.07 du/ac. Project development of residential along the freeway is a key issue.
Status: The Planning Commission reviewed and recommended approval to the City Council on July 18, 2013. The item will be heard by City Council on August 20, 2013.

Project:	Design Review for Daily Democrat Building		
Phase:	Review	PM:	Paul Hanson
Location:	711 Main Street		
Description:	Proposed reuse with exterior remodel for the building located at 711 Main Street		
Status:	The project has been approved		

Project:	Conditional Use Permit for Golden State Reclamation		
Phase:	Review, contract for environmental services	PM:	Paul Hanson
Location:	231 Hanson Way		
Description:	Proposed concrete slurry processing operation with a future inert material recycling center. Project will require a Mitigated Negative Declaration.		
Status:	The project went before the Planning Commission on July 18, 2013 for consideration of a Conditional Use Permit (CUP). The Planning Commission continued the item, requesting further information.		

Project:	Velocity Island Cable Wakeboard Park		
Phase:	Construction	PM:	Chris Fong/Jim Heath/ Paul Hanson
Location:	755 North East Street		
Description:	A proposed cable wakeboard park (a surface water sport) within the City's 15-acre Dubach Detention Basin		
Status:	Approved by Planning Commission on September 20, 2012 and approved by City Council on February 5, 2013. The grading permit has been issued and awaiting submittal on Civil Improvement Plans.		

Project:	New Court House		
Phase:	Construction	PM:	Bruce Pollard
Location:	Main Street between 5 th and 6 th Streets		
Description:	Public Improvements related to a new Superior Court Building		
Status:	The project is now under construction.		

Project:	Cinema West		
Phase:	Application Incomplete	PM:	Paul Hanson
Location:	801 Main Street		
Description:	A proposal to construct a 12 screen theater and accessory retail uses on a 1.3 acre site.		
Status:	(No Change) On hold per applicant. Application has been deemed incomplete.		

Project: Final Map 5004, Parkview
Phase: Construction **PM:** Bruce Pollard/Jim Heath
Location: Spring Lake south of Jack Slaven Park
Description: Final map with 108 SFD buildable lots
Status: The Final Map was approved by City Council on July 20, 2013. **Construction to start in August 2013. Improvements to be constructed by Taylor Morrison Homes.**

Project: Final Map 5019 Heritage 4C & 7 phase 1
Phase: Design Review **PM:** Bruce Pollard
Location: Spring Lake south of Heritage Parkway on Mickle Avenue
Description: Will result in 13 SFD buildable lots
Status: The Final Map was approved by City Council on April 2, 2013.

Project: Final Map 5029 Heritage 4C & 7
Phase: Design Review **PM:** Bruce Pollard/Jim Heath
Location: Spring Lake south of Heritage Parkway on Mickle Avenue
Description: Final map with 65 SFD
Status: Civil improvement plans complete and the applicant desires to start construction on improvements prior to final map. Construction expected to start prior to August 1, 2013.

Project: Final Map 5030 Heritage 4A
Phase: Design Review **PM:** Bruce Pollard/Jim Heath
Location: Spring Lake south of Heritage Parkway on Mickle Avenue
Description: Final map with 20 SFD lots buildable lots
Status: Civil improvement plans complete and the applicant desires to start construction on improvements prior to final map. Construction expected to start prior to August 1, 2013.

Project: Final Map 4986 Hedrick II
Phase: Design Review **PM:** Bruce Pollard
Location: Spring Lake West of Pioneer Avenue and South of Farmers Central Road
Description: Final map with 77 SFD buildable lots
Status: Civil improvement plans submitted for review.

Project:	Spring Lake Specific Plan Tentative Maps		
Phase:	On-going	PM:	Cindy Norris
Location:	Located generally south of Gibson Road and west of County Rd 102		
Description:	The SL Specific Plan was approved for a total of 4,149 units. Approximately 1,100 units built. Maps/DAs approved but not built: • Merrit Murphy (Pioneer Village 1 & 2) (220 SF) • Solara Ranch (87 SF) •		
Status:	(No Change) SL Specific plan approved for a total of 4,149 units. Approximately 1,168 built (including multi-family units)		

Project:	Spare Time, Inc.		
Phase:	Approved	PM:	Paul Hanson
Location:	Molly Avenue and Betty Avenue		
Description:	Tentative Map Tentative Subdivision Map No. 4581 to subdivide APNs 066-122-060 totaling 5.65 acres into 34 single family lots and 4 half-plex lots.		
Status:	(No Change) Approved by Planning Commission on November 1, 2007 and expires on November 1, 2014.		

Project:	Mutual Housing at Spring Lake (Spring Lake Housing Associates)		
Phase:	Approved	PM:	Paul Hanson
Location:	Spring Lake – Pioneer Avenue, Farmers Central Road, Brubaker Street, and Armus Place.		
Description:	The <i>Mutual Housing at Spring Lake</i> apartment project is a 101 unit multi-family residential project on a 5 acre parcel within the R-25 zone.		
Status:	Approved by Planning Commission on July 21, 2011. The project was awarded tax credits in June 2013 and construction of the first 62 units will start in Fall 2013.		

Project:	General Plan Update		
Phase:	On-going	PM:	Cindy Norris
Location:	City-wide		
Description:	A planned update to the City's 1996/2002 General Plan		
Status:	Heidi Tschudin has been hired as the General Plan Project Manager with Dyett and Bhatia hired as the General Plan Consultant. Tasks completed since January include holding steering committee interviews and initial stakeholder meetings, City Council and Planning Commission kick off meetings, hosting a Community Housing Forum, launch of the General Plan website, release of the CEQA Notice of Preparation for an EIR, and holding the required CEQA scoping meeting. Tasks completed include the launch of the General Plan Newsletter and resident survey that was mailed to every residential address in the City, hosting two Community Visioning workshops on April 11 and 13, release of key background reports including the Economic Background report, holding the second steering committee meeting on April 30 th to review the draft Housing Element, release of the draft Housing Element. The consultant team is working to complete the Opportunities and Constraints report. A		

Project: General Plan Update
joint Planning Commission and City Council meeting was held on June 11, 2013.

Project: Nugget Final Parcel Map #5017
Phase: Final Map Review **PM:** Bruce Pollard
Location: 170 Main St.
Description: Stille Family Partnership is requesting approval of Tentative Parcel Map (TPM) 5017. The TPM will merge existing lots.
Status: Draft final map reviewed and returned to applicant.

Project: Calwest Final Parcel Map 5003
Phase: Final Map Review **PM:** Bruce Pollard
Location: Spring Lake, West of Harry Lorenzo Drive and North of Farmers Central Road Extension
Description: Parcel Map to split up business interests.
Status: Draft final map reviewed and returned to applicant.

Project: Starbucks Drive-Thru at Ashley and Main in the Rite Aid Center
Phase: Review **PM:** Paul Hanson
Location: 271- 281 West Main Street
Description: Petrovich Development Co. is requesting approval of a Conditional Use Permit to allow the construction of a 1,700 sq. ft. Starbucks with Drive-Thru and a 1,000 sq. ft. spec retail space.
Status: The project CUP was approved by the Planning Commission on April 18, 2013. The Project was appealed to the City Council and on June 4, 2013, the City Council denied the appeal thereby approving the project. The owner of the Burger King has filed a law against the City.

SUCCESSOR AGENCY/FORMER REDEVELOPMENT

Project: AB1484 Low/Mod Due Diligence Fund Report Approval and Certification
Phase: Certificate of Completion **PM:** Wendy Ross
Location: Agency wide
Description: Post-redevelopment and per AB1x 26 and subsequently AB1484, required activity to wind down Woodland Redevelopment Agency projects.
Status: The CA Department of Finance Finding of Completion was issued on May 7, 2013. Department of Finance approved the addition of the CalHFA outstanding HELP loan for the Casa Del Sol in April 2013. The first payment of approximately \$207,000 was paid to CalHFA. The first ROPS payment of \$50,000 will be made in October 2013. It

Project: AB1484 Low/Mod Due Diligence Fund Report Approval and Certification
was determined that the Woodland Successor Agency is able to retain its Bond proceeds of approximately \$4.2 million. Staff has begun the process to fund priority projects. ROPS 13/14B is due to the Department of Finance on October 1, 2013. Preparation of the Long Range Property Management Plan is due to the Department of Finance by November 7, 2013 (6 months following the Finding of Completion).

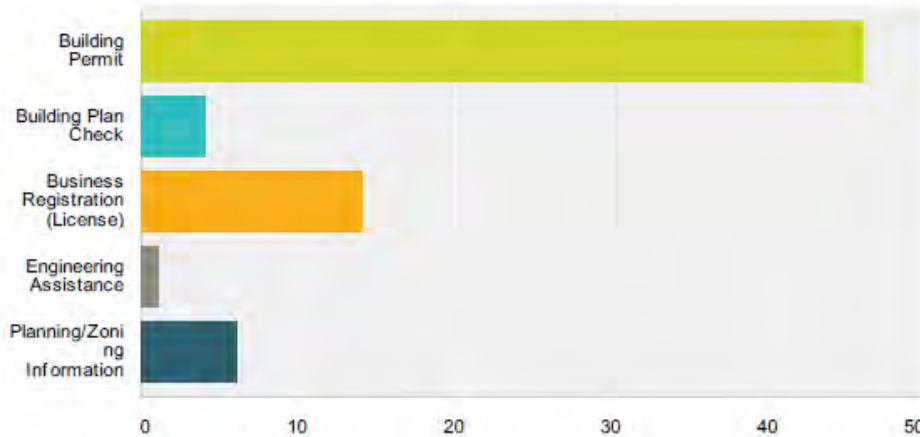
To view the Capital Project Status Update report, a link is available on the Community Development Department page of the City website at www.cityofwoodland.org.

Lastly, the Community Development Department has restored it's "Tell Us How We Are Doing!" Customer Satisfaction Survey. The survey is comprised of various questions (closed/open ended) that will assist the department in improving it customer service. Please the additional attached report that highlights the survey results from March 11, 2013 to July 18, 2013.

Q1 Which type of service did you receive?

Answered: 66 Skipped: 11

Survey Responses Through
July 18, 2013

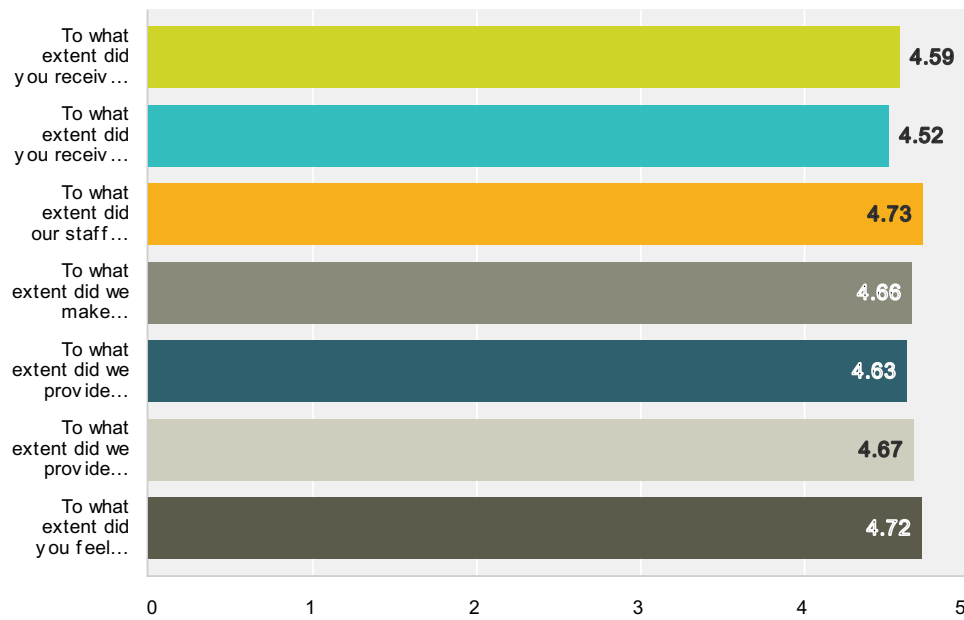


Answer Choices	Responses
Building Permit	69.70% 46
Building Plan Check	6.06% 4
Business Registration (License)	21.21% 14
Engineering Assistance	1.52% 1
Planning/Zoning Information	9.09% 6
Total Respondents: 66	

#	Responses
1	Site Plan Review
2	Easement / Code Issues
3	Records
4	Customer Service
5	General inquiry regarding the permitting process for our intent to install a steel slitting line in our manufacturing plant in Woodland
6	Copy of bldg permit/inspection
7	Copies of old permits
8	repaved the parking lot
9	General inquiry - simple question
10	attended planning commisson meeting
11	Linda researched whether the house we're buying is on the historic register. She went out of her way to go through handwritten record.. and quickly. She's helped me before as well. Linda is an exceptional representative for the City.

Q2 Please rate the following aspects of our work

Answered: 75 Skipped: 2

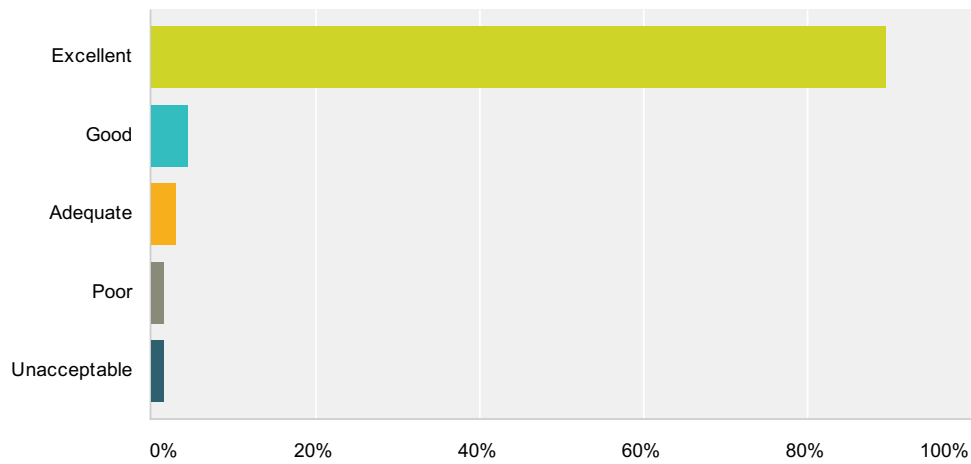


Ranked on a scale of 1 to 5 (5 being best).

	Not at all	Somewhat	OK	Very Well	To a great extent	Total	Average Rating
To what extent did you receive thorough answers from our staff?	1.33% 1	1.33% 1	5.33% 4	21.33% 16	70.67% 53	75	4.59
To what extent did you receive consistent answers to your questions from different staff members?	1.45% 1	1.45% 1	8.70% 6	20.29% 14	68.12% 47	69	4.52
To what extent did our staff respond to you in a timely manner (including emails and telephone calls)?	0% 0	0% 0	6.85% 5	13.70% 10	79.45% 58	73	4.73
To what extent did we make ourselves available to respond to questions and/or concerns you had about your project?	1.35% 1	0% 0	5.41% 4	17.57% 13	75.68% 56	74	4.66
To what extent did we provide alternatives or suggestions to you that were helpful in moving your project forward?	1.54% 1	1.54% 1	4.62% 3	16.92% 11	75.38% 49	65	4.63
To what extent did we provide adequate information to you on the process and timeliness applicable to your project?	0% 0	1.43% 1	5.71% 4	17.14% 12	75.71% 53	70	4.67
To what extent did you feel helped by our staff?	1.33% 1	2.67% 2	2.67% 2	9.33% 7	84% 63	75	4.72

Q3 Overall, how do you rate the quality of services we provide?

Answered: 68 Skipped: 9



Answer Choices	Responses	
Excellent	89.71%	61
Good	4.41%	3
Adequate	2.94%	2
Poor	1.47%	1
Unacceptable	1.47%	1
Total		68

Q4 Please give us general feedback about your experience in working with our department

Answered: 53 Skipped: 24

#	Responses
1	Great so far, thank you.
2	Picked up permits. Emailed Debbie prior to coming over and everything was ready to go.
3	It was a pleasure working with your staff, compared to most cities. Its awful how you're treated, they should be lucky to have a job. My hat goes off to your staff. Keep it up.
4	Great conversation while in the customer service area.
5	Love Debbie! Always a great experience!
6	Amazing
7	Thanks for your help! Great Job! Beats going to Sacramento any day.
8	Laura and Debbie were efficient and courteous in walking me through the process. Thank you.
9	Came in for a business license, the staff was very helpful and friendly.
10	Great personnel. I was assisted with good answers.
11	Easy to deal with and very knowledgeable.
12	Great job by everyone!
13	We had many issues with the client deciding what they wanted to do and the entire staff here was extremely kind, patient, and helpful in getting the issues resolved. Thanks for the help.
14	Second visit, great staff, great customer service.
15	The staff here is excellent, very helpful.
16	Wonderful Service
17	Stephanie & Debbie are awesome. Need bigger drop box.
18	I liked the ease in obtaining the information requested.
19	Thank you!
20	Your new hours are extremely helpful.
21	I spoke to Mr. Paul Siegel on the phone last week regarding our project and he arranged for my meeting today with Mr. Rick Essenwanger. Mr. Essenwanger was knowledgeable, personable, and professional. He provided the guidance I needed with regard to the policies and procedures the City requires for the type of project we are planning, and I now have a much better feel for what I need to do going forward.
22	I have worked with multiple agencies and this is the best by far. In & out in 20 minutes, permit was inexpensive compared to other agencies. I just wish I had more installs up here.
23	Great People! Professional, reasonable, polite, friendly. Wouldn't change a thing.
24	I sure felt the staff was so helpful, they all deserve another week paid vacation.
25	Quick, Pleasant
26	Friendly, happy staff, great service
27	Very Nice. Friendly
28	I appreciate your kindness and flexibility.
29	Perfect

30	I came in to apply for a business license and I greatly appreciate the staff giving ideas and answer all questions.	000049
31	Great Staff	
32	Helpful	
33	I sent a question late after 5pm and Paul was able to answer right away the next morning.	
34	Debbie has provided me with information on a regular and timely basis and it is appreciated.	
35	The incessant emails prior to opening bordered on harassment. The experience gives the impression that Woodland does not have a friendly business environment. As a businessperson I do not need constant reminders from Woodlands clerical staff of what needs to be done, neither do I need them stalking my place of business and then making a point of doing so. The experience is very unprofessional and downright creepy!	
36	I would appreciate if the staff have more knowledge of Public Records act. Knowing that what they can provide	
37	I have had contact with four employees. They have all delivered exceptional assistance and always made time to do so.	
38	They were helpful & courteous.	
39	Debbie has helped me numerous times and has always been extremely helpful.	
40	You're always wonderful people. You're very professional at the office and you are funny, too!	
41	Your process was fast and easy. Thanks.	
42	The first meeting was interesting and a meaningful process.	
43	When I requested an inspection following the work done by the contractor, I was not told when the inspector would be coming. Unfortunately, I was not home when he came, so I had to reschedule the appointment. If I had known an approximate time for the inspection, I would have been home.	
44	I simply needed to talk to someone, quick question. Voice mail does not offer any choices except by name. Phone numbers are not listed for people, only emails. Are you insulated from calls??? not customer friendly No operator in general for City??? (I even punched '0' to try to get an operator - think it was for emergency, and still did not even get an person!)	
45	I think I had problems with the hours the office was open	
46	Your department is very nice and helpful. One of the better building departments that we have been to, being a contractor, that is nice.	
47	Thank you. You helped to make my job so much easier.	
48	Very helpful & cordial.	
49	Polite & very efficient.	
50	Thank you so much	
51	Would like to see phone call 1/2 hour before building inspection so we contractors are not waiting all day.	
52	Very appreciative that staff took time to explain what they want done before first inspection.	
53	Handled the transaction like professional and was more than willing to go beyond their means to help me, thanks.	

Legislation Details (With Text)

File #: 13-171 Version: 1 Name:
Type: Report of the City Manager Status: Agenda Ready
File created: 7/31/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of April 2013 through June 2013

Recommendation for Action

Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for April 2013 through June 2013.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865, dan.bellini@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Qtrly Report - Apr-Jun 2013.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of April 2013 through June 2013

Recommendation for Action

Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for April 2013 through June 2013.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865, dan.bellini@cityofwoodland.org
Background

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

Prepared by: Bonnie Sylva
Administrative Secretary

Reviewed by: Dan Bellini
Chief, Public Safety Dept.

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

Paul Navazio, City Manager

Attachment: Public Safety Quarterly Report (Apr.-June, 2013)



PUBLIC SAFETY DEPARTMENT



Quarterly Report

DATE: August 2, 2013

SUBJECT: QUARTERLY REPORT FOR APRIL-JUNE 2013

POLICE:

PATROL AND INVESTIGATIONS SIGNIFICANT CASES:

April:

❖ Officers were dispatched to a report of a stabbing. They found a subject suffering from a single stab wound to his right arm. He said he was standing in front of his house, in his yard, when a group of Hispanic male adults parked a pick-up in the Woodland High School student parking lot and ran toward him yelling obscenities. As the suspects reached him, they were yelling derogatory slangs directed at gang members who have “dropped-out” of a gang. As he ran back into his house, he discovered he had been stabbed in the arm. The suspects ran back to the parking lot and left in a dark colored pick-up truck. The victim drove himself to WMH for treatment. The victim described himself as an “inactive” Northerner.

❖ Officers responded to WMH regarding an adult male who was transported to the hospital by a friend for non life threatening lacerations to his arms and upper body as a result of a stabbing. Officers tried to interview the uncooperative adult victim and an uncooperative witness. The victim had two non life threatening stab wounds to his left arm and one stab wound in his mid-back. Other officers went to the scene of the stabbing and located evidence of the assault.

❖ Officers responded to a report of several juveniles drinking in public in the area of Summertree Lane and West Cross Street. Officers located the juveniles in an alley. Two of the juveniles were detained for being in possession of alcohol and public intoxication, and the other juveniles ran off. As the officers conducted their investigation, one of the detained intoxicated juveniles became physically combative. The other juveniles returned and began throwing rocks at officers. Additional officers arrived on scene and were able to locate and arrest one of the rock throwing juveniles. Two other juveniles were arrested – one for obstructing an officer and the other for public intoxication. The charges included assault with a deadly weapon, felony obstruction, misdemeanor obstruction, terrorist threats, battery on a peace officer, assault, conspiracy, vandalism, disorderly conduct, and minor in possession of alcohol.

❖ A motorcycle officer conducted a traffic enforcement stop. When he approached the vehicle, a pedestrian came toward him from his blind side and punched the officer on the side of his head. The officer was wearing his motorcycle helmet, which absorbed the blow from the punch, and he was not injured. The subject backed away, clenched his fists, and ran from the officer across East Main Street. While running across the street, the subject was almost struck by a semi-tractor/trailer rig. The officer radioed for assistance and pursued the suspect. The officers detained the suspect. The suspect was on unsupervised probation and had transferred to Yolo County from Southern California a few years ago. He was arrested for using violence upon a peace officer to prevent the officer from performing his duties, which is a felony, and for a violation of the terms of his probation.

May:

❖ Two internet casinos in Woodland were shut down after thorough investigation by detectives. Both casinos posed as internet cafes charging money for internet use, but gambling was being done. More than 40 computers and several thousand dollars were seized. The entire detective unit, agents from the Department of Justice, and members of the High-Tech Crime Unit from the Yolo County District Attorney's Office were involved.

❖ Detective Hyde discovered the identity of two suspects that attempted to rob a victim at the Arco gas station on County Road 102. One of the suspects attacked the victim with a tire iron demanding the money the victim had previously withdrawn from a bank in Sacramento. The suspects followed the victim from the bank to Woodland.

❖ Officers were dispatched to a report of a robbery at knifepoint. They contacted the victim, and he said he was sitting in his vehicle when a male suspect approached, reached through the open window, took his wallet off of his lap, and walked away. The victim got out of his car and followed the suspect, who turned and brandished a black handled folding knife telling the victim to back away. The victim did so and called 911 as the suspect fled on foot. The victim's wallet was later located by a citizen. An undisclosed amount of money was missing. The suspect was described as a Hispanic male adult in his early 20's, approximately 5'6" tall and approximately 280 lbs. The suspect had a heavy build and had a tattoo on his left inner arm that ran from his wrist to his elbow. The tattoo was described as a large shaded letters in cursive writing. The knife blade was approximately 4" long. The suspect was not located. Nobody was injured during this incident.

❖ Officers were dispatched to a report of a stabbing which occurred behind a vacant building on Court Street. Officers found a homeless man suffering from multiple stab wounds to his chest and neck. Fire personnel and paramedics treated the victim for multiple life-threatening wounds. As medical personnel were stabilizing the victim, a friend of the victim stated they were attacked by two Hispanic male adults. The witness said he and the victim had set up a camp site behind the building when the two suspects approached them and began an altercation which led to the stabbing. The witness described the attackers as heavy-set and wearing dark hooded sweatshirts. The victim was transported to UC Davis Medical Center and treated.

❖ Officers were dispatched to an apartment complex on for a reported shooting. Officers could not find the victim but spoke with several witnesses to the incident. Witnesses reported seeing a white pick-up truck and small silver sedan pull alongside the apartment complex. A Hispanic male got out of one of the vehicles and ran after the victim. The suspect fired a single shot at the victim before fleeing in the silver car. Witnesses stated the victim left the area and later called family confirming he had been shot at but was not injured. No citizens in the apartment complex were injured. Members of the Yolo County GTF assisted officers in the investigation.

❖ Officers were dispatched to a report of subjects fighting with knives and baseball bats at Chase Bank. A victim was located behind the Woodland Hotel with a broken arm and scalp lacerations. The suspect was located the next day at the Community Center and arrested on assault charges.

❖ Two robberies were reported on the same night between 9:30-10 p.m. Both victims were near convenience stores when they were approached by two suspects who brandished a handgun and demanded the victims turn over all their property. The first victim was coming from 7-11 on East Main Street when the robbery occurred, and the second victim was on his way to QuikStop on Kentucky Avenue when he was robbed.

June:

❖ While on routine patrol, an officer recognized a driver of a vehicle as a felon wanted by Yolo County Probation for being in violation of his PRCS. A DMV check of the vehicle revealed it was reported stolen out of Davis. Officers initiated a stop on the stolen vehicle, but the suspect failed to yield to the officer's signal to stop and used evasive driving tactics to avoid being apprehended. He eventually stopped on the Knights Landing drawbridge, exited the vehicle, and jumped off the bridge into the Sacramento River. He was uninjured and was seized by officers as he swam to the river bank downstream. The vehicle was returned to the registered owner. The suspect was arrested on the no bail felony PRCS warrant, felony evasion, felony theft of a vehicle, and resisting arrest.

❖ Officers responded to the Costco parking lot on a report of an individual in a car with a gun. Officers cordoned off the area and had surrounding businesses secure their doors. It was believed the individual was in possession of a weapon and was moving around in the car, so officers utilized the SWAT armored vehicle to make a safe approach. SWAT officers discovered the sole occupant of the vehicle had suffered a self-inflicted single gunshot wound to the head. The individual was still alive at the time and was treated by Fire personnel. He was transported to the UC Davis Medical Center where he succumbed to his injuries.

❖ Officers were dispatched to a report of a vehicle that had crashed into a house. The resident reported the driver fled in the vehicle. Officers learned the collision was intentionally caused by the driver. They located the vehicle and its driver stopped southbound on State Rte. 113 three miles south of Woodland. Officers arrested the suspect for vandalism over \$400. The damage to the house and vehicles in the garage was estimated at \$16,000. No one was injured in this incident.

❖ Dispatch received a 911 call from a female resident reporting two males were burglarizing her garage. She reported they had taken two bicycles and other items belonging to her husband. She gave descriptions of the males to the dispatcher, and it was broadcast to officers. A short time later, an officer located one subject matching a description. The subject was carrying a black duffel bag which he quickly dropped. The officer detained the suspect and another officer brought the reporting party to the area, and she was able to identify the property in the suspect's possession. The other suspect was not located. The detained suspect was arrested on charges of burglary and possession of burglary tools.

❖ An officer was dispatched to the City of Woodland's maintenance yard regarding two stolen trailers. The officer had information from a graveyard shift officer who made a traffic stop with four subjects in a vehicle earlier that morning and had located numerous items in the vehicle. The items included tools and a California license plate that was later determined to have been attached to a recently stolen trailer belonging to the City of Woodland. The officers were able to connect this burglary with the traffic stop earlier in the morning and subsequently to a case on which YONET and the Yolo County GTF were working. Two arrests were made and stolen property was recovered.

❖ Officers were dispatched to the Chevron Gas Station on West Main Street for a report of a stabbing. Officers found an adult male victim with a non life threatening wound to his left arm. Also on scene was an adult female who turned out to be the suspect in the stabbing. Officers ascertained the stabbing occurred at the Dunton Motel. They arrested the female on charges of assault and battery and false imprisonment.

❖ All of the detectives participated in the annual 290 sweep. Every year our agency teams up with all of the other Yolo County LEAs to do compliance checks on sex registrants. During the

sweep, approximately 60 registrants were contacted. Two were arrested for not being in compliance. One of the subjects arrested had a computer with pornography on it which will be further analyzed by the Yolo County High-Tech Crime Task Force to determine if any other laws have been broken.

❖ Detectives were called out for a double stabbing. Both victims were taken to UCD Medical Center and treated for life threatening injuries. The suspect, the son of the victims, fled the scene. Officers searched throughout the night and into the next afternoon, and the suspect was finally caught when he returned to the residence.

❖ Detectives were called out for a suspicious death. The victim was found dead with a single gunshot wound. A search warrant was obtained to locate the weapon and any other evidence at the scene. It is believed the wound was self inflicted. The coroner's report has not yet been completed.

A total of 54 transients were arrested for violations ranging from violation of the City's no camping ordinance, drunk in public, narcotic violations, recyclable thefts, and warrants.

Patrol supervisors contacted 59 citizens to audit the service and performance of our officers. Approximately 98% were satisfied with the services they received. Upon further inquiry and discussion with those citizens who were dissatisfied, it was determined that the officers' actions were appropriate and consistent with department policy and procedures.

POP Projects:

Three new POP Projects were opened during the quarter, and there are still three open.

Special Enforcement Team (SET):

During this quarter, S.E.T. had the following activity: contact with 58 PRCS subjects, 6 parolees, and 19 probationers not on PRCS. They made 31 felony arrests and 6 misdemeanor arrests. They conducted 42 homes searches and 10 vehicle searches. During the month of June, the team was on normal leave for all but one day of the month.

School Resource Officers (SRO):

The SROs had the following activity for the quarter: they made 656 consensual contacts. Of those contacts, 22 were for fighting, 2 for gang activity, 7 for alcohol, 9 for drugs, 20 for truancy; 2 for theft, 2 for vandalism, and 8 for tobacco. They made 7 home visits, 50 arrests, issued 32 citations, and took 5 juveniles to the hospital for psychological evaluations.

CRIME				Calendar Year 2013	
Category	April	May	June	Reported to CA DOJ	Percent change
Homicide	0	0	0	**1	0.00%
Rape	4	2	0	9	80.00%
Robbery	4	6	3	27	12.50%
Aggravated Assaults	27	30	4	108	125.00%
Simple Assaults	30	28	30	167	-13.02%
Burglary	46	67	27	235	30.56%
Larceny/Thefts	99	90	120	621	22.24%

Auto Theft	14	7	18	100	-0.99%
Arson	6	2	2	18	-37.93%
TOTAL	230	232	204	1286	

WORKLOAD

Calls for Service	April	May	June	TOTAL
Priority 1	136	89	117	342
Priority 2	1685	1670	1737	5092
Priority 3	57	46	34	137
All other calls for service	3096	3149	3149	9394
TOTAL	4974	4954	5037	14965
Response Times				
Priority 1	7:05	7:25	7:18	
Priority 2	9:39	9:46	9:17	
Priority 3	17:13	15:51	16:38	
Reports				
Online Reports/Coplogics	7	10	6	23
Mail-in Reports (MLRs)	121	125	153	399
Other case numbers issued	539	509	516	1564
TOTAL	667	644	675	1986
Warrants				
Felony	345	339	343	1027
Misdemeanor	1085	1083	1104	3272
TOTAL	1430	1422	1447	4299
Graffiti	43	33	25	101
290 Registrant Activity	April	May	June	
Total registrants	106	110	112	
<i>Other Information</i>				
Total transient registrants	13	16	17	
290 PC violation warrants issued	0	0	0	
Not in compliance with annual update	0	0	0	

Personnel		
Apr-June	Budgeted	Filled
Sworn	60	58
Non-sworn	15	15
Total	75	73

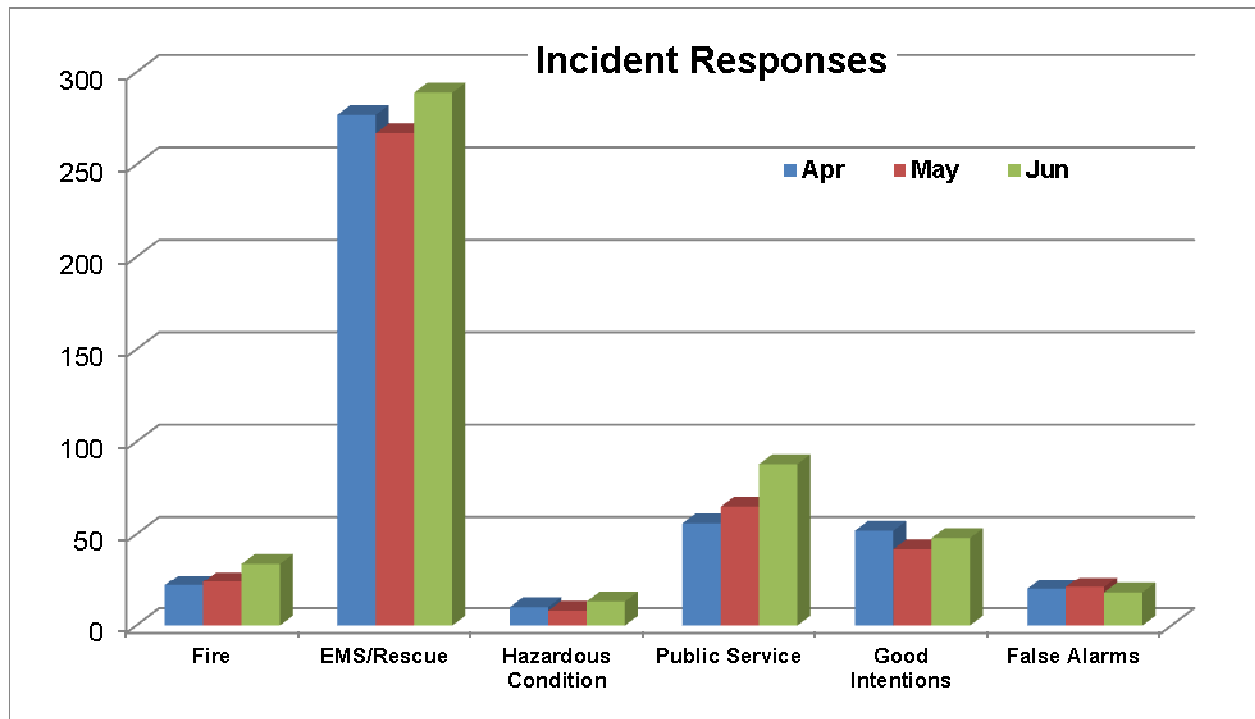
Volunteer/Chaplain Hours (quarter total)	2560
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**child abuse case Oct. 2012; reclassified homicide Mar. 2013

FIRE:

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

	Apr	May	Jun
Total Incident Responses			
Fire	22	24	34
EMS/Rescue	277	267	289
Hazardous Condition	10	8	13
Public Service	56	65	88
Good Intentions	52	42	48
False Alarms	20	21	18
TOTAL	437	427	490
Mutual/Auto-Aid/Strike Team	10	10	15
Concurrent Incidents	182	138	191
Fire Prevention			
Business Licenses	13	7	10
Commercial Inspections	8	12	6
Engine Company Inspections	42	24	27
Fire Annual Inspections	73	57	55
New Building Inspections	2	3	0
New Project Development	3	2	1
Plan Reviews	13	21	7
Residential Inspections	49	40	38
TOTAL	203	166	144
Weed Abatement hours	0.0	0.0	4.0
Public Education Events	7	8	3



Concurrent Incidents:

These are incidents that come in simultaneously where apparatus and companies (a crew consisting of a Fire Captain, Engineer, and Firefighter) are either all committed to the same incident, or committed to separate incidents at the same time called **concurrent incidents**. The breakdown of concurrent incidents is shown below:

# of Companies committed simultaneously	Apr	May	Jun
2 companies	102	86	98
3 companies	62	39	57
4 companies	15	9	25
5 companies	2	2	10
6+ companies	1	2	1
TOTAL	182	138	191
% of Total Incident Responses	41.65%	32.32%	38.98%

Response Time Average for initial fire engine on-scene (in minutes)

Call Type	Apr	May	Jun
Fire	5:49	6:30	5:38
EMS	4:59	4:54	4:50

Automatic or Mutual Aid:

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

	Apr	May	Jun
Aid Received	4	5	8
Aid Given	6	5	7
TOTAL	10	10	15

Highlights:

April	• All companies attended EMS class on Musculoskeletal Injuries. • Engine Companies completed practice sessions for May evaluation on Training Consortium Truck Evolution #2. • All companies participated in Training Consortium simulation exercises. • All companies participated in Vent Drills on the vacant building across from Woodland Police Dept. • Fire Marshall Tim Annis delivered fire prevention training on alarm systems to all companies.
May	• All companies attended EMS class on Environmental Emergencies. • All companies successfully completed the evaluation process for Truck Evolution #2 • BC Thomas delivered Pre-Burn training in preparation for the live burn on Rd 24C • All companies participated in the live burn of a vacant building on Rd 24C • Fire Marshall Tim Annis delivered fire prevention training on sprinkler systems to all companies.
June	• Capt. Zane delivered wildland training to all companies in preparation for wildfire season. • Firefighter Halseth delivered forcible entry training to all companies. • Fire Marshall Tim Annis delivered fire prevention training on apartment inspections to all companies.

Legislation Details (With Text)

File #: 13-177 Version: 1 Name:
Type: Consent Item(s) Status: Agenda Ready
File created: 8/1/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Amendment to the City's Salary Schedule - Information Technology and Electrical job series, and Community Services.

Recommendation for Action

Staff recommends that Council:

- 1) Approve amendments to the city's Salary Schedule to add recommended salary ranges for new positions in the Information Technology and the Electrical series, and
- 2) Approve updated job classifications / descriptions and salary ranges for new Community Services job titles.

Staff Contact

Sheila McShane, Human Resources Manager - 530-661-5807 Sheila.McShane@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Community Services Director.pdf](#)
[Community Services Manager revised 8-9-13.pdf](#)
[3august 20 new salaries.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Amendment to the City's Salary Schedule - Information Technology and Electrical job series, and Community Services.

Recommendation for Action

Staff recommends that Council:

- 1) Approve amendments to the city's Salary Schedule to add recommended salary ranges for new positions in the Information Technology and the Electrical series, and
- 2) Approve updated job classifications / descriptions and salary ranges for new Community Services job titles.

Staff Contact

Sheila McShane, Human Resources Manager - 530-661-5807 Sheila.McShane@cityofwoodland.org

Fiscal Impact

Revised salary ranges for the new and updated Information Technology job series and the Community Services Department positions have already been included in the FY 13/14 budget; therefore, there is no additional fiscal impact. The changes to the salaries for the Electrical Series job classifications, however, were not included in the budget and would add an additional \$35,000 non-General Fund costs in salaries and related benefits to the total City budget.

Background

The City is evaluating certain specific job classifications in order to address ongoing recruitment and retention issues. The first two job series identified for review are the Information Technology series and the Electrical series. The previous job descriptions in both the IT series and the Electrical series were broad which were thought to allow greater flexibility to the City. However, as the City's IT needs continue to evolve and more applications and systems are added, the need for specialization is apparent.

Changes in the job descriptions for the IT series were brought before Council and approved on May 7, 2013 and the Electrical series were brought before Council and approved on April 23, 2013. Corresponding salary recommendations are being addressed in this report.

Discussion

The City, working with the various departments, conducted salary surveys and has developed the salary recommendations included in this report. The City sought approval for the recommended salaries with the appropriate bargaining unit, either the Woodland City Employee Association (WCEA) or the Woodland Mid-Management Professional Associations (MMPA).

Information Technology (IT)

The City, working with IT Staff revised all jobs classifications, resulting in seven new job descriptions. The IS Administrator job classification was deleted, and this position was replaced with two specific Senior Analyst job descriptions: Senior Applications Analyst (Range 132) and Senior Systems Analyst (Range 132). The IS Specialist job classification was deleted and replaced with three Analyst job classifications: Applications Analyst (Range 60), Systems Analyst (Range 60), and GIS Analyst (Range 62). The two IS Technician II job classifications were deleted and replaced with two new technicians: GIS Technician (Range 53) and IT Technician II (remains Range 52). The Technology Services Manager was retitled to IT Manager (remains Range 138) and the job description was revised to include duties which were formally held by the IS Administrator.

Electrical Series

The Electrical/Electronic/Instrumentation Technician (EET) job description was a combination of three positions. This made it difficult to attract a viable candidate pool. The three new job descriptions accurately reflect the actual titles and the associated salary recommendations make the positions more competitive.

The City, working with the Public Works department, developed three new job classifications to replace the existing EET job classification: Instrumental Technician (Range 62), Electrician (Range 58), and Traffic Signal Technician (Range 56). As a result of these new job classifications, the Electrical Supervisor job classification was reviewed and both the job description was amended to recognize additional responsibilities and the salary was adjusted (Range 67).

Community Services Department (formerly the Recreation Department)

The approved FY13/14 budget included a proposal to establish a new Community Services Department to better align City organization and resources to meet the needs of the community.

This resulted in additional responsibilities and services in what remained of the former Parks and Recreation Department, prompting a name change to the new Community Services Department and two additional positions. These additional positions are included in the adopted FY13/14 budget. The Recreation Superintendent position is being replaced with a new Community Services Director classification, and the Recreation Program Manager position is being re-titled as Community Services Program Manager (Range 125).

The expanded scope and responsibilities within Community Services results in the establishment of a new department head position - the Community Services Director (salary range of \$8,217 - \$10,518). This position is responsible for the administration and management of the recreation activities, senior services, housing and community services outreach. As a department head, this will be an “at-will” position, serving at the pleasure of the City Manager.

The revised Community Services Program Manager (Range 125) was previously removed from the salary schedule; however, the Community Services Department has identified a need to re-establish the mid-management position and included it in the FY 13/14 budget.

Conclusion

Staff recommends that Council:

- 1) Approve amendments to the City’s Salary Schedule to add recommended salary ranges for new positions in the Information Technology and the Electrical series, and
- 2) Approve updated job classifications / descriptions and salary ranges for new Community Services job titles.

Prepared by: Sheila McShane
Human Resources Manager

Reviewed by: Kimberly McKinney
Finance Officer

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

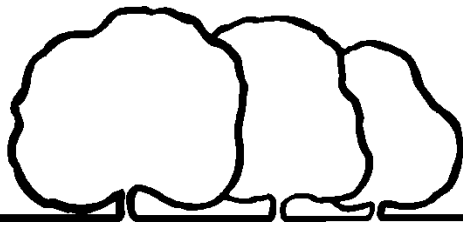
Paul Navazio, City Manager

Attachments:

Salary Schedule Additions

Revised Community Services Program Manager Job Description

Community Services Director Job Description



City of Woodland

COMMUNITY SERVICES DIRECTOR

DEFINITION

To plan, direct, supervise and coordinate the day-to-day operations of the City's parks, recreation and community services programs and facilities; and to provide professional assistance in program evaluation; the development of the parks and recreation facilities; and managing City sponsored special events.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the City Manager

Responsibilities include direct and indirect supervision of parks, recreation and community services employees.

EXAMPLES OF DUTIES

Develop, administer, organize and evaluate recreation and community service programs and facilities to offer a well-rounded program to the public.

Direct, administer, and evaluate the general functions of the parks and facility maintenance operation.

Study and assess community needs and interests in parks, recreation and community services programs and facilities and make recommendations for implementation.

Assist in developing, coordinating and monitoring the Department budget. Including planning for appropriate level of staffing based on the various programs and events.

Provide the Department with staff support to the Parks and Recreation Commission.

Receive and respond to citizen complaints and questions.

Recruit, supervise, train and evaluate subordinates; recommends personnel action.

Prepare reports, contracts, agreements, specifications and grant proposals.

Assist with the planning, development and construction of parks, recreation and community services facilities.

Assist in formulating department policies and procedures.

Coordinate usage of athletic fields and recreation facilities.

Establish and maintain effective working relationships with citizens, special interest groups, city staff, school districts and other governmental agencies.

Represent the Department at committee and commission meetings as assigned.

Conduct, attend and participate in staff meetings.

Perform other departmental, administrative, budgetary, and public relations matters as assigned.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Principles and procedures used in developing and administering a coordinated, comprehensive Parks, Recreation and Community Services program.

Principles and practices of organization, administration, budget, and personnel management.

Concepts, objectives, and requirements of recreation and community services programs and facilities, parks operations, and park development process.

Safe work practices.

Record keeping and reporting procedures.

Skill to:

Communicate clearly and concisely, both orally and in writing.

Recruit, train, supervise, and evaluate staff.

Establish and maintain effective working relationships with citizens, special interest groups, City staff, school districts and other governmental agencies, and the media.

Properly interpret and make decisions in accordance with laws, regulations and policies.

Conduct effective analyses of programs, activities, facilities, and services.

Maintain proper records and prepare accurate reports.

Ability to:

Meet the physical requirements necessary to safely and effectively perform the essential duties of the position.

Education and Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university, preferably in parks, recreation, public administration, environmental studies or a related field. A Master's degree is preferred.

Experience:

Four years of increasingly responsible supervisory experience in parks, recreation, and/or community services, including two years in a management capacity.

License or Certificate

Possession of a valid California Driver's license.

Possession and maintenance of a current Red Cross Standard First Aid Certificate.

Possession and maintenance of a current Red Cross Community CPR Certificate.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 20 pounds of force seldom, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.



COMMUNITY SERVICES PROGRAM MANAGER

DEFINITION

To plan, organize and manage all recreation activities and programs for the City, to include the supervision, coordination, promotion and evaluation of youth, teen, adult, and senior programs and community services.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Community Services Director. Responsibilities include direct supervision of assigned subordinates. Exercises discretion and independent judgment with respect to assigned duties.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Plan, organize, coordinate, evaluate and manage all phases of the City's Recreation programs, including the development of youth, teen, and adult programs and activities and community services. Plan, organize, coordinate, evaluate, and manage all phases of the City's Senior programs. Make policy and procedure recommendations to the Community Services Director. Develop budgets and monitor and authorize expenditures of the budget. Hire, train, supervise, and evaluate assigned staff, to include volunteers. Work closely with community organizations and committees. Prepare reports, maintain records and prepare grant proposals and procedure manuals. Regular and consistent attendance.

OTHER JOB FUNCTIONS

Oversee the leadership and direction for the day-to-day scheduling of youth, adult, and senior programming. Plan and oversee community services and or events. Coordinate with the school district, local organizations, and State agencies. Interpret City and Department policies, rules, and regulations as appropriate. Serve as staff to the Parks and Recreation Commission and other committees when assigned. Receive, investigate, and respond to inquiries, complaints, and requests. Oversee the Department's Activity Guide brochure. Serve as Acting Community Services Director as assigned. Conduct, attend, and participate in all assigned staff meetings. Perform other job related duties as assigned.

QUALIFICATIONS

Knowledge of:

Philosophy, principles, and practice of public recreation and community services programs. Principles, practices, and methods of program development and management. Community resources adaptable to the development of community services programs for youth, teens, adults, and seniors. First-aid methods and safety precautions related to general recreation programs and facilities. Principles of organization, administration, budget, and personnel management.

Skill to:

Communicate clearly and concisely, both orally and in writing. Supervise, train, and evaluate assigned staff. Establish and maintain effective work relationships with those contacted in the performance of required duties. Direct, supervise, coordinate, and evaluate recreation and community services programs. Develop and monitor budgets. Interpret and implement Department policies. Promote and maintain support for programs from the community and local organizations. Operate office equipment including computer and photocopy machine.

Ability to:

Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Minimum Education and Experience:

Education:

Bachelor's Degree from an accredited college or university with major work in recreation or a closely related field. A Master's degree is preferred.

Experience:

Three years of increasingly responsible professional experience in the delivery of recreation, social, and/or community services, including supervisory experience.

License or Certificate:

Required upon hire, possession of a valid California Driver's License.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 20 pounds of force seldom, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

CITY OF WOODLAND

SALARY SCHEDULE

Effective August 20, 2013

CLASSIFICATION	RANGE NO.	UNIT	SALARY PER MONTH							
			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Applications Analyst	60	GS	\$5,048.46	\$5,300.89	\$5,565.93	\$5,844.23	\$6,136.44			
Community Services Director		MGT	\$8,217.00				\$10,518.00			
Community Services Program Manager	125	MM	\$5,412.95	\$5,683.61	\$5,967.79	\$6,266.18	\$6,579.48			
Electrical/Signs and Markings Supervisor	67	GS	\$6,001.03	\$6,301.08	\$6,616.13	\$6,946.93	\$7,294.28			
Electrician	58	GS	\$4,805.20	\$5,045.46	\$5,297.73	\$5,562.62	\$5,840.75			
GIS Analyst	62	GS	\$5,304.04	\$5,569.24	\$5,847.70	\$6,140.09	\$6,447.10			
GIS Technician	53	GS	\$4,247.09	\$4,459.45	\$4,682.42	\$4,916.54	\$5,162.37			
Instrumental Technician	62	GS	\$5,304.04	\$5,569.24	\$5,847.70	\$6,140.09	\$6,447.10			
IT Manager	138	MM	\$7,461.82	\$7,834.91	\$8,226.66	\$8,637.98	\$9,069.89			
IT Technician I	48	GS	\$3,753.81	\$3,941.50	\$4,138.58	\$4,345.51	\$4,562.78			
IT Technician II	52	GS	\$4,143.51	\$4,350.68	\$4,568.22	\$4,796.63	\$5,036.46			
Senior Applications Analyst	132	MM	\$6,434.30	\$6,756.02	\$7,093.81	\$7,448.51	\$7,820.94			
Senior Systems Analyst	132	MM	\$6,434.30	\$6,756.02	\$7,093.81	\$7,448.51	\$7,820.94			
Systems Analyst	60	GS	\$5,048.46	\$5,300.89	\$5,565.93	\$5,844.23	\$6,136.44			
Traffic Signal Technician	56	GS	\$4,573.66	\$4,802.34	\$5,042.46	\$5,294.58	\$5,559.31			

Legislation Details (With Text)

File #: 13-160 Version: 1 Name:
Type: Consent Item(s) Status: Agenda Ready
File created: 7/30/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Annual Report from the Manufactured Home Fair Practices Commission

Recommendation for Action

Staff recommends that the City Council receive and file the enclosed Manufactured Home Fair Practices Commission Annual Reports for the 2010/11 and 2011/12 program years.

Staff Contact

Dan Sokolow, Senior Planner - 530-661-5820, dan.sokolow@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [2010/11 Annual Rpt+Mtg Minutes.pdf](#)
[2011/12 Annual Rpt+Mtg Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Annual Report from the Manufactured Home Fair Practices Commission

Recommendation for Action

Staff recommends that the City Council receive and file the enclosed Manufactured Home Fair Practices Commission Annual Reports for the 2010/11 and 2011/12 program years.

Staff Contact

Dan Sokolow, Senior Planner - 530-661-5820, dan.sokolow@cityofwoodland.org

Fiscal Impact

For 2010/11 and 2011/12 program years, the City collected registration fees of \$10,200 and \$9,660, respectively, from the five mobile home parks located in Woodland and incurred \$9,894 and \$8,150, respectively, in estimated expenses for the operation of the Mobile Home Fair Practices Commission (MHFPC). The running balance of fees collected minus expenses incurred remains positive at \$18,557. This program has a neutral impact on the General Fund. Revenues generated are budgeted to reimburse for staff costs for administering the program.

Background

The City Council approved the Manufactured Home Space Rent Control Ordinance (Chapter 16B of the Woodland City Code) in 2001 and the ordinance went into effect the following year. The purpose of the ordinance is to protect the owners and residents of manufactured homes from unreasonable space rental increases while simultaneously recognizing and providing for the need of park owners to receive a just and reasonable return on their property. The ordinance also established the Manufactured Home Fair Practices Commission, to review all proposed rent increases for mobile home spaces subject to the rent control provisions of the ordinance.

Because the MHFPC meets only a couple of times per year, and generally in just April or May, the MHFPC does not see a complete annual report for its approval and submittal to City Council until the first meeting of the following year. For the 2010/11 program year, Council would have normally received the annual report in 2012. However, the report was held back for changes requested by the MHFPC and this delayed Council receipt of the report until this year.

Discussion

The MHFPC took the following actions with respect to individual mobile home parks in 2011 and 2012.

Summary of Actions Take by the Manufactured Home Fair Practices Commission for Program Year 2010/11	
Mobile Home Park	Action
Bells Trailer Village	Approved an increase to the space rent ceiling of
Casa del Sol	Approved an increase to the space rent ceiling of
Leisureville	No action taken as Leisureville is exempt from the Home Space Rent Control Ordinance by not having number of rental spaces (2).
Idle Wheel	Approved an increase to the space rent ceiling of
Royal Palm	Approved an increase to the space rent ceiling of

Summary of Actions Taken by the Manufactured Home Fair Practices Commission for Program Year 2011/12	
Mobile Home Park	Action

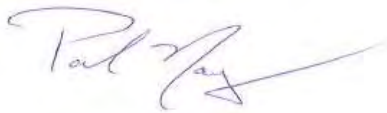
Bells Trailer Village	Approved an increase to the space rent ceiling of
Casa del Sol	No action taken. Casa del Sol claimed exemption control ordinance based on three new regulatory a into by the management of the facility to restrict t rents to affordable levels.
Leisureville	No action taken as Leisureville is exempt from the Home Space Rent Control Ordinance by not havin number of rental spaces (2).
Idle Wheel	Approved an increase to the space rent ceiling of
Royal Palm	Approved an increase to the space rent ceiling of

Conclusion

Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Reports for the 2010/11 and 2011/12 program years.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio
City Manager

Attachments: Manufactured Home Fair Practices Commission Annual Reports and Meeting Minutes for Program Years 2010/11 and 2011/12



ANNUAL REPORT 2011

MANUFACTURED HOME FAIR PRACTICES COMMISSION

AUTHORITY

The City of Woodland's mobile home rent control ordinance specifies that the Manufactured Home Fair Practices Commission (MHFPC) renders "at least semiannually a comprehensive written report to the city council concerning the commission's activities, holdings, actions results of hearings and all other matters pertinent to this chapter..." (§16.B4(m)(6).) The City Council is provided copies of minutes of MHFPC meetings during the year, but this document represents a more formal reporting of the Commission's activities for the 2010 program year.

The City's ordinance also specifies: "The city manager is hereby directed to maintain an accurate accounting of all direct and indirect costs of administering the regulations contained in this chapter. The city manager shall submit a report to the commission and city council of such costs and any recommendation for a change in the registration fee at least annually from and after the effective date of this chapter." (§ 16.B6(e).)

FINANCIAL STATUS

For program years 2002 through 2005, park owners were required to pay an annual registration fee of \$137 per-space. Starting in program year 2006, the Commission recommended and the City Council approved a lower registration fee of \$30 per space. The \$30 per-space fee continues to remain in effect until changed by the City Council upon the recommendation of the Commission. In program year 2010, revenue from fees collected exceeded the expenses of the Commission.

Since the Commission's inception in 2001, the running balance of fees collected minus expenses incurred remains positive at \$17,047. The following table summarizes the Commission revenue and expenses:

Program Year	Fees Collected	Expenses Incurred	Surplus (Deficit)
2002	\$30,550	\$102,292	(\$71,742)
2003	\$44,807	\$27,186	\$17,621
2004	\$44,388	\$13,300	\$31,088

Program Year	Fees Collected	Expenses Incurred	Surplus (Deficit)
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2008	\$10,230	\$ 7,917	\$ 2,313
2009	\$10,230	\$ 7,483	\$ 2,747
2010	\$10,230	\$ 6,370	\$ 3,860
2011	\$10,200	\$ 9,894	\$ 306
TOTAL	\$ 225,509	\$ 208,462	\$ 17,047

MHFPC COMMISSIONERS AND STAFF

In 2011, the MHFPC Commissioners were:

<u>Name</u>	<u>Term Expires</u>
Bill Marcus, Chairperson	12/31/2011
George Gumpy, Vice Chairperson	12/31/2013 ¹
Tom Bills, Member	12/31/2011
Robert Noren, Member	12/31/2011
VACANCY, Member	12/31/2013
Alan Gering, Alternate Member	12/31/2011
VACANCY, Alternate Member	12/31/2011

Commission members Bill Marcus, Tom Bills, and Robert Noren are serving 3-year terms ending 12/31/2011. Member George Gumpy passed away in August, 2011 after participating in the spring meetings of the Commission. His seat, for a term ending 12/31/2013 is now vacant. Alternate Member Alan Gering was re-appointed to another 2-year term ending 12/31/2011. There is a current vacancy created by the resignation of Erica Abel-Algren, with a term ending 12/31/2013. There is also a current vacancy in an Alternate Member seat, with a term ending 12/31/2011. All vacancies remain open.

Andrew P. Pugno continues to serve as the Commission's Attorney, and temporarily provides staff support to the Commission, until the Community Development Department assigns a permanent City staff member to support the Commission.

2011 STATISTICS

In 2011, there were a total of **630** manufactured home spaces in the City of Woodland, of which **340** spaces are subject to the registration and rent ceiling provisions of the City of Woodland's Manufactured Home Space Rent Control ordinance.

¹ Mr. Gumpy passed away in August 2011.

Mobile Home Park	Spaces in Park	Regulated Spaces
Bells	40	40
Casa del Sol	156	18
Leisureville	150	0
Idle Wheel	153	151
Royal Palm	131	131
TOTAL	630	340

2011 ACTIVITY BY PARK:

Bells Trailer Village:

- All 40 spaces at Bells Trailer Village were registered with the Commission.
- Registration fees of \$1200 were paid to the City in 2011.
- All regulated space rents as of December 31, 2010 appeared to be within the 1.41% increase in the space rent ceiling previously approved by the Commission in 2010.
- Bells completed their annual re-registration process on time and requested a permissive adjustment in 2011.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 1.45% in 2011.

Casa Del Sol:

- Management at CHOC reported a total of 156 spaces, but registered only those 18 spaces determined by the Commission in prior program years to be held out for median-income households and, therefore, subject to the rent control ordinance.
- The remaining 138 spaces in the park are claimed to be subject to recorded affordable housing covenants which restrict tenants to very-low or low income levels and, as such, are recognized as exempt from the rent control ordinance.
- Registration fees of \$540 were paid to the City in 2011.
- Space rents for the 18 registered spaces were generally not within the adjusted space rent ceiling, meaning the space rent amounts reported in the 2009 Annual Registration plus the 1.41% increase to the space rent ceiling granted in 2010. Park management for CHOC/Casa del Sol examined the registration figures more closely, and determined that rents had been increased beyond the space rent ceiling in error. Management said they would correct the error and issue refunds.
- The annual re-registration of Casa del Sol, subject to the re-filing with the Commission of a rent schedule showing the amount of rebate credit to be spread over 13 months to residents, with sample notices to affected residents.
- Casa Del Sol requested a permissive adjustment in 2011. The MHFPC approved a permissive adjustment increase to the space rent ceiling of 1.45% in 2011, subject to the conditional re-registration of the 18 spaces.

Leisureville:

- There are 150 spaces at Leisureville. Management claims there are no “renters,” and that all residents have an ownership interest in the park. Because Leisureville

did not have at least 2 spaces rented or held out for rent, Leisureville is exempt from the Ordinance, and no action was taken by the Commission.

Idle Wheel:

- Idle Wheel reported 153 total spaces, and registered 151 spaces. Space #111, which had been claimed as a manager's coach in 2009, is now claimed exempt as a rental unit (the resident does not own the mobile home). Also, Space #263 is registered as exempt from the space rent ceiling pursuant to a long-term rental agreement, pursuant to state law.
- Registration fees of \$4530 were paid.
- All regulated space rents as of December 31, 2010 appeared to be within the 1.41% increase in the space rent ceiling previously approved by the Commission in 2010.
- Idle Wheel completed their annual re-registration process on time and requested a permissive adjustment in 2011.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 1.45% in 2011. The approval was conditioned on either the repair of the fence or the satisfactory re-inspection of the park's perimeter fence by the City's Chief Building Official.

Royal Palm:

- This year, Royal Palms registered 131 spaces and paid the \$3930 registration fee, the same as the prior year.
- All regulated space rents as of December 31, 2010 appeared to be within the 1.41% increase in the space rent ceiling previously approved by the Commission in 2010.
- Royal Palm completed their annual re-registration process on time and requested a permissive adjustment in 2011.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 1.45% in 2011.

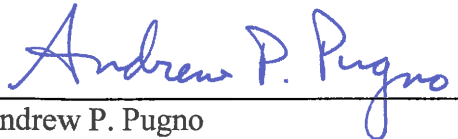
Commission Meetings for Program Year 2011

For Program Year 2011, the Manufactured Home Fair Practices Commission held two meetings, on April 12, 2011 and May 19, 2011.

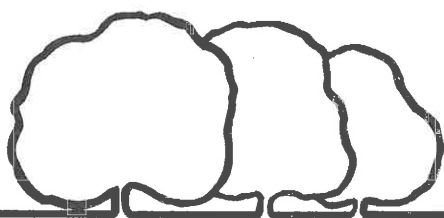
Net Operating Income or Special Adjustment Requests.

There were no Special Adjustment/Fair Return Hearing requests submitted in 2011 by any of the manufactured home park owners.

Respectfully Submitted,


 Andrew P. Pugno
 MHFPC Attorney

Dated: May 3, 2012

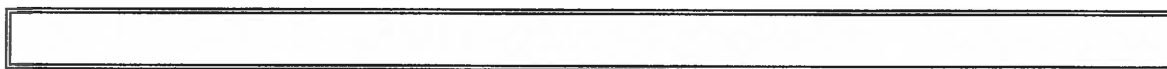


City of Woodland

MINUTES

Manufactured Home Fair Practices Commission

DATE: April 12, 2011



CALL TO ORDER: Chairperson Bill Marcus called the meeting to order at 6:32 p.m., April 12, 2011, in the City Manager's Conference Room, Second Floor of City Hall.

ROLL CALL:

The following MHFPC Commissioners and staff were in attendance/absent:

Bill Marcus, Chairperson
George Gumpy, Vice Chairperson
Robert Noren, Member
Tom Bills, Member
Andrew Pugno, MHFPC Attorney

Absent:

Alan Gering, Alternate Member

APPROVAL OF MINUTES: The minutes of the Commission meeting of May 5, 2010 were approved as written on motion by Commissioner Tom Bills and second by Commissioner Robert Noren. (YES: Marcus, Gumpy, Noren, Bills).

COMMUNICATIONS

- **PUBLIC COMMENT:**

- Mike Villante, speaking on behalf of Mavis Schamback, a resident at Idle Wheel Estates, stated that residents are concerned about rent increases in relation to the park condition and capital improvements. What is the Commission's jurisdiction

over that? Chairperson Bill Marcus briefly explained that the Commission may examine park amenities, maintenance and other factors when considering a request for a fair return/special adjustment increase. No such application is pending now. But the Commission is happy to listen to residents' concerns.

- **CORRESPONDENCE:**

- Letters were sent to park owners in May 2010 providing notice of the annual permissive adjustments approved by the Commission.
- Letters were sent to all park owners/managers in late 2010 with reminders about the re-registration process, payment of registration fees, and applying for increases to the space rent ceilings, with copies of all forms.

- **COMMISSIONER/STAFF STATEMENTS AND REQUESTS:**

- None

REGULAR AGENDA:

A. Introduction of new and returning MHFPC Members and Alternates

It was reviewed that members Bill Marcus, Tom Bills, and Robert Noren are serving 3-year terms ending 12/31/2011. George Gumpy is serving a 3-year term ending 12/31/2013. Alternate Member Alan Gering is serving a 2-year term ending 12/31/2011. There is a current vacancy on the Commission for a Regular Member with a term ending 12/31/2013, and for an Alternate Member with a term ending 12/31/2011. Due to a City staff shortage, Attorney Andrew Pugno's office continues to serve as interim commission staff in addition to the role of Legal Counsel.

5 Regular Members (3 year terms):

<u>Name</u>	<u>Nominating Council seat:</u>	<u>Term Expires</u>
Bill Marcus	Martie L. Dote	12/2011
George Gumpy	Tom Stallard	12/2013
Tom Bills	William L. Marble	12/2011
Robert Noren	Marlin H. "Skip" Davies	12/2011
VACANCY	Art Pimentel	12/2013

2 Alternate Members (2 year terms)

<u>Name</u>	<u>Nominated By:</u>	<u>Term Expires</u>
Alan Gering	mayor	12/2011
VACANCY	mayor	12/2011

B. Review and Approve: Annual Commission Report to City Council for 2010

A draft of the *Annual Commission Report to City Council for 2010* was circulated and reviewed. The Annual Report serves to provide the City Council with “a comprehensive written report ... concerning the commission’s activities, holdings, actions results of hearings and all other matters pertinent to this chapter...” To a large extent, the City Council’s receipt of the MHFPC minutes fulfills this requirement of the Ordinance, but this document represents a more formal reporting of the Commission’s activities in calendar year 2010. Discussion was had and on motion of Commissioner Tom Bills, seconded by Commissioner George Gumpy, the draft report was approved for transmission to the City Council. (YES: Marcus, Gumpy, Noren, Bills.)

C. Review and Approve Annual Park Registrations for:**a. Bells Trailer Village**

Last year, Bells had registered 40 spaces, all reported as month-to-month tenancies. In 2010, Bells was granted a 1.41% increase to the space rent ceiling.

This year, Bells again registered 40 spaces, all month-to-month tenancies. Staff stated that reported rent levels for all spaces appeared to be within the adjusted space rent ceiling. The park owner paid \$1200 in registration fees. Bells Trailer Village’s annual registration was approved on motion of Commissioner George Gumpy, seconded by Commissioner Robert Noren. (YES: Marcus, Gumpy, Noren, Bills.)

b. CHOC/Casa Del Sol

Last year, CHOC re-registered 18 spaces of the total 156 spaces reported at Casa Del Sol. The 18 spaces represented those spaces determined in prior years to be held out for median-income households. In 2010, the space rent ceiling for regulated spaces was increased by 1.41%.

This year, CHOC again reported the existence of 156 spaces in the park after renovation. Of those, 138 spaces are claimed to be exempt as new construction and/or pursuant to restrictive covenants limiting tenancies to low- and very low-income households. The remaining 18 spaces were again re-registered by CHOC. Fees of \$540 were paid to the City.

However, space rents for the 18 registered spaces were generally not within the adjusted space rent ceiling, meaning the space rent amounts reported in the 2009 Annual Registration plus the 1.41% increase to the space rent ceiling granted in 2010. Chairperson Bill Marcus asked the park management for CHOC/Casa del Sol to revisit the 2008 and 2009 registration figures, and work with staff to identify the problem. No action was taken.

c. Leisureville

There are 150 spaces at Leisureville. Management from Leisureville sent the Commission correspondence dated December 20, 2010 indicating that there are no “renters”, and that all residents have an ownership interest in the park. As it appears that Leisureville is exempt from the Ordinance, no action was taken by the Commission.

d. Idle Wheel Estates

Last year, Idle Wheel reported 153 spaces, but registered 152 spaces (one space claimed exempt as an on-site manager’s coach). The space rent ceiling was increased by the Commission by 1.41% in 2010.

This year, Idle Wheel reported 153 spaces, and registered 151 spaces. Fees of \$4530 were paid. Space #111, which had been claimed as a manager’s coach in 2009, is now claimed exempt as a rental unit (the resident does not own the mobile home). Also, Space #263 is registered as exempt from the space rent ceiling pursuant to a long-term rental agreement, pursuant to state law.

Staff reported that all other space rents appear to be at the space rent ceiling, meaning the space rent amounts reported in the 2009 Annual Registration plus the 1.41% increase to the space rent ceiling granted in 2010.

Idle Wheel Estates’ annual registration of 151 spaces was approved on motion of Commissioner Robert Noren, seconded by Commissioner Tom Bills. (YES: Marcus, Gumpy, Noren, Bills.)

e. Royal Palms Estates

Last year, Royal Palms registered 131 spaces. A 1.41% increase to the space rent ceiling was granted by the Commission in 2010.

This year, Royal Palms again registered 131 spaces and paid the \$3930 registration fee. Staff reported that all space rents as of 12/31/2010 appear to be at the space rent ceiling, meaning the space rent amounts reported in the 2009 Annual Registration plus the 1.41% increase to the space rent ceiling granted in 2010.

Royal Palms Estates’ annual registration was approved on motion of Commissioner George Gumpy, seconded by Commissioner Tom Bills. (YES: Marcus, Gumpy, Noren, Bills.)

D. Review Manufactured Home Park Annual Inspection Reports

Prior to considering applications for annual permissive adjustments, park owners are required to pass park inspections conducted by the City. This year the inspections were conducted March 9, 2011, by Paul Siegel, Chief Building Official. All ten (10) categories of items to be inspected were approved for Bell's Trailer Village, Casa del Sol, Idle Wheel Estates, and Royal Palm Estates. All four park inspection reports were reviewed by the Commission.

Public Comment: Mike Villante, speaking on behalf of Mavis Schamback, a resident at Idle Wheel Estates, stated that on Bourn Avenue there are six sections of fence that fell down, and that they have been poorly propped back up. He noted that olive tree roots seem to be interfering with the fence structure, but that the park management is not maintaining the fence.

Chairperson Bill Marcus directed staff to ask the Chief Building Official to re-inspect the fence on the west side of Idle Wheel Estates, near the park entrance, to determine compliance with all health and safety standards within the City's enforcement jurisdiction, zoning ordinances, and land use permits pursuant to Commission regulations.

E. Review CPI Data and Determine Available Annual Permissive Adjustments

Staff provided the Commission with data showing the Consumer Price Index for All Urban Consumers in the West Urban Area, including all items and not seasonally adjusted, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, with the base period of 1982-84 = 100. The data revealed that the 12 month period ending February 2011, adjusted by the 75% multiplier, would produce a 1.45% permissive adjustment for all applications filed in March 2011. (1.931% increase in CPI x 75% = 1.45% increase to rent ceiling.)

The Annual Permissive Adjustment rate of 1.45% was approved on motion of Commissioner George Gumpy, seconded by Commissioner Tom Bills. (YES: Marcus, Gumpy, Noren, Bills.)

F. Approve Annual Permissive Adjustments to Space Rent Ceilings for:

The Commission discussed the four (4) applications received for Annual Permissive Adjustments to the Space Rent Ceilings.

On motion by Chairperson Bill Marcus, seconded by Commissioner George Gumpy, the Commission approved the following (YES: Marcus, Gumpy, Noren, Bills):

a. Bells Trailer Village

1.45% increase to the space rent ceiling granted.

b. CHOC/Casa Del Sol

Application deferred to the next Commission Meeting.

c. Idle Wheel Estates

Conditional approval of 1.45% increase to the space rent ceiling. The approval was conditioned on either the repair of the fence or the satisfactory re-inspection of the park's perimeter fence by the City's Chief Building Official.

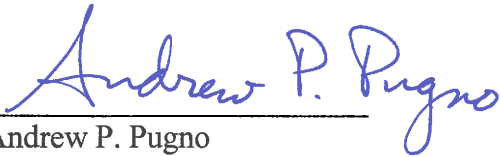
d. Royal Palms Estates

1.45% increase to the space rent ceiling granted.

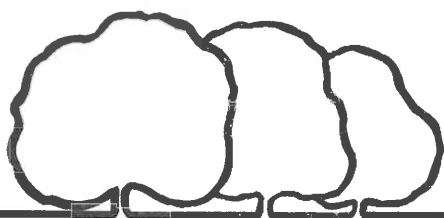
G. Set next meeting

Chairperson Bill Marcus announced that the next meeting of the Commission will be in mid-May at a date and time to be announced.

ADJOURNMENT. The MHFPC adjourned at 7:39 p.m.



Andrew P. Pugno
MHFPC Attorney



City of Woodland

MINUTES

Manufactured Home Fair Practices Commission

DATE: May 19, 2011

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CALL TO ORDER: Chairperson Bill Marcus called the meeting to order at 6:30 p.m., May 19, 2011, in the City Manager's Conference Room, Second Floor of City Hall.

ROLL CALL:

The following MHFPC Commissioners and staff were in attendance/absent:

Bill Marcus, Chairperson
Robert Noren, Member
Tom Bills, Member
Alan Gering, Alternate Member
Andrew Pugno, MHFPC Attorney

Absent:
George Gumpy, Vice Chairperson

APPROVAL OF MINUTES: The minutes of the Commission meeting of April 12, 2011 were approved with one correction to the roll-call vote at the bottom of page 5 (F. Approve Annual Permissive Adjustments to Space Rent) to read, "...approved the following (YES: Marcus, Gumpy, Noren, Bills)", on motion by Commissioner Gering and second by Commissioner Noren. (YES: Marcus, Gering, Noren, Bills).

COMMUNICATIONS

- **PUBLIC COMMENT:**
 - There was no public comment.

- **CORRESPONDENCE:**

- The Commission was provided copies of correspondence notifying three manufactured home parks of approval of their annual permissive adjustment increases of 1.45%

- **COMMISSIONER/STAFF STATEMENTS AND REQUESTS:**

- None

REGULAR AGENDA:**A. Review and Approve Annual Park Registration for: CHOC/Casa Del Sol**

Ashley Nady of CHOC informed the Commission that, in February of 2010, management had accidentally increased rents 3-5% across the board. Then, in October 2010, those rents were increased again by 1.41%.

Chairman Marcus asked that a new rent schedule be presented, with sample notices to affected residents.

Motion by Commissioner Bills to approve the annual re-registration of Casa del Sol, subject to the re-filing with the Commission of a rent schedule showing the amount of rebate credit to be spread over 13 months to residents. Seconded by Commissioner Noren.

Commissioner Gering asked if interest will be credited. Chairman Marcus noted that the interest at today's rates would be negligible.

MOTION APPROVED. (YES: Marcus, Gering, Noren, Bills).

**B. Approve Annual Permissive Adjustments to Space Rent Ceiling for:
CHOC/Casa Del Sol**

Discussion was had, and an Annual Permissive Adjustment to the space rent ceiling for the 18 spaces at Casa del Sol was approved, on motion by Commissioner Gering and second by Commissioner Noren. (YES: Marcus, Gering, Noren, Bills).

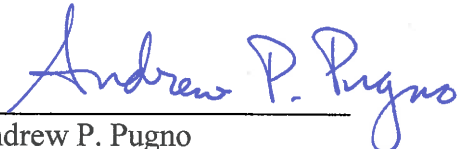
C. Receive Report on Re-Inspection of Idle Wheel Estates

The Commission received a re-inspection report from the Chief Building Official. The inspection report was accepted as "cleared", on motion by Commissioner Gering and second by Commissioner Noren. (YES: Marcus, Gering, Noren, Bills).

D. Set next meeting

Chairperson Bill Marcus announced that the next meeting of the Commission will be at a date and time to be announced.

ADJOURNMENT. The MHFPC adjourned at 7:10 p.m.



Andrew P. Pugno
MHFPC Attorney



ANNUAL REPORT 2012

MANUFACTURED HOME FAIR PRACTICES COMMISSION

AUTHORITY

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The City's ordinance also specifies: "The city manager is hereby directed to maintain an accurate accounting of all direct and indirect costs of administering the regulations contained in this chapter. The city manager shall submit a report to the commission and city council of such costs and any recommendation for a change in the registration fee at least annually from and after the effective date of this chapter." (§ 16.B6(e).)

FINANCIAL STATUS

For program years 2002 through 2005, park owners were required to pay an annual registration fee of \$137 per-space. Starting in program year 2006, the Commission recommended and the City Council approved a lower registration fee of \$30 per space. The \$30 per-space fee continues to remain in effect until changed by the City Council upon the recommendation of the Commission. In program year 2012, revenue from fees collected exceeded the expenses of the Commission.

Since the Commission's inception in 2001, the running balance of fees collected minus expenses incurred remains positive at \$18,557. The following table summarizes the Commission revenue and expenses:

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2010	\$10,230	\$ 6,370	\$ 3,860
2011	\$10,200	\$ 9,894	\$ 306
2012	\$ 9,660	\$ 8,150	\$ 1,510
TOTAL	\$235,169	\$ 216,612	\$ 18,557

MHFPC COMMISSIONERS AND STAFF

In 2012, the MHFPC Commissioners were:

<u>Name</u>	<u>Term Expires</u>
Bill Marcus, Chairperson	12/31/2014
VACANCY, Member	12/31/2013
Tom Bills, Member	12/31/2014
Robert Noren, Member	12/31/2014
VACANCY, Member	12/31/2013
Alan Gering, Alternate Member	12/31/2013
VACANCY, Alternate Member	12/31/2013

Commission Members Bill Marcus, Tom Bills, and Robert Noren are serving 3-year terms ending 12/31/2014. Two additional Member seats, with 3-year terms ending 12/31/2013, are currently vacant. Alternate Member Alan Gering was re-appointed to another 2-year term ending 12/31/2013. There is also a current vacancy in an Alternate Member seat, with a term ending 12/31/2013. All vacancies remain open.

Andrew P. Pugno continues to serve as the Commission's Attorney, and temporarily provides staff support to the Commission, until the Community Development Department assigns a permanent City staff member to support the Commission.

2012 STATISTICS

In 2012, there were a total of **630** manufactured home spaces in the City of Woodland, of which **340** spaces are subject to the registration and rent ceiling provisions of the City of Woodland's Manufactured Home Space Rent Control ordinance.

Mobile Home Park	Spaces in Park	Regulated Spaces
Bells	40	40
Casa del Sol	156	18

Leisureville	150	0
Idle Wheel	153	151
Royal Palm	131	131
TOTAL	630	340

2012 ACTIVITY BY PARK:

Bells Trailer Village:

- All 40 spaces at Bells Trailer Village were registered with the Commission.
- Registration fees of \$1200 were paid to the City in 2012.
- All regulated space rents as of December 31, 2011 appeared to be within the 1.45% increase in the space rent ceiling previously approved by the Commission in 2011.
- Bells completed their annual re-registration process on time and requested a permissive adjustment in 2012.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 1.96% in 2012.

Idle Wheel:

- Idle Wheel reported 153 total spaces, and registered 151 spaces. Space #111, which previously had been claimed as a manager's coach in 2009, has been claimed to be exempt as a rental unit (the resident does not own the mobile home) since 2010. Also, Space #263 was registered as exempt from the space rent ceiling under a long-term rental agreement, pursuant to state law.
- Registration fees of \$4530 were paid.
- All regulated space rents as of December 31, 2011 appeared to be within the 1.45% increase in the space rent ceiling previously approved by the Commission in 2011.
- Idle Wheel completed their annual re-registration process on time and requested a permissive adjustment in 2012.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 1.96% in 2012.

Royal Palm:

- This year, Royal Palms registered 131 spaces and paid the \$3930 registration fee, the same as the prior year.
- All regulated space rents as of December 31, 2011 appeared to be within the 1.45% increase in the space rent ceiling previously approved by the Commission in 2011.
- Royal Palm completed their annual re-registration process on time and requested a permissive adjustment in 2012.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 1.96% in 2012.

Leisureville:

- There are 150 spaces at Leisureville. Management claims there are no space renters, and that all residents have an ownership interest in the park. Because Leisureville did not have at least 2 spaces rented or held out for rent, Leisureville is exempt from the Ordinance, and no action was taken by the Commission.

Casa Del Sol:

- Management at CHOC has previously reported a total of 156 spaces, but registered only those 18 spaces determined by the Commission in prior program years to be held out for median-income households and, therefore, subject to the rent control ordinance.
- The remaining 138 spaces in the park were historically claimed to be subject to recorded affordable housing covenants which restrict tenants to very-low or low income levels and, as such, have been recognized as exempt from rent control.
- In 2011, the Commission found that space rents for the 18 registered spaces were generally not within the adjusted space rent ceiling, i.e., the space rents reported in the 2010 Annual Registration plus the 1.45% increase to the space rent ceiling granted in 2011. Park management for CHOC examined the registration figures more closely, and determined that rents had been increased beyond the space rent ceiling in error. Management said they would correct the error and issue refunds.
- In 2012, CHOC asserted that the remaining 18 spaces are now exempt pursuant to new, complex regulatory agreements entered by management in 2009 and 2011 to restrict tenancies and limit rents to affordable levels. Whether or not those agreements exempt the park from space rent control is, however, unclear.
- While the claim of exemption is pending, no registration fees were paid by CHOC to the City in 2012. This issue was not resolved in the 2012 program year.

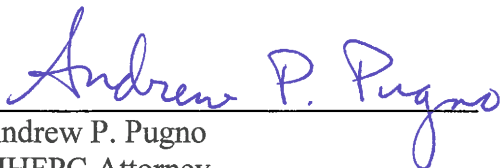
Commission Meetings for Program Year 2012

For Program Year 2012, the Manufactured Home Fair Practices Commission held one meeting, May 3, 2012.

Net Operating Income or Special Adjustment Requests.

There were no Special Adjustment/Fair Return Hearing requests submitted in 2012 by any of the manufactured home park owners.

Respectfully Submitted,


 Andrew P. Pugno
 MHFPC Attorney

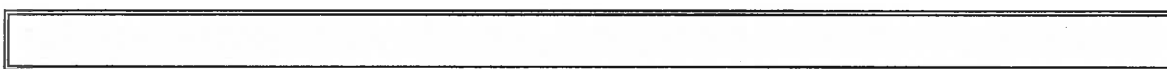
Dated: May 30, 2013



MINUTES

Manufactured Home Fair Practices Commission

DATE: May 3, 2012



CALL TO ORDER: Chairperson Bill Marcus called the meeting to order at 6:37 p.m., May 3, 2012, in the City Manager's Conference Room, Second Floor of City Hall.

ROLL CALL:

The following MHFPC Commissioners and staff were in attendance/absent:

Present: Bill Marcus, Chairperson
Robert Noren, Member
Tom Bills, Member
Alan Gering, Alternate Member
Andrew Pugno, MHFPC Attorney

Absent: None

APPROVAL OF MINUTES: The minutes of the Commission meeting of May 19, 2011 were approved as drafted on motion by Commissioner Noren and second by Commissioner Bills. (YES: Marcus, Gering, Noren, Bills).

COMMUNICATIONS

- **PUBLIC COMMENT:**

- Tobin Smith of the Idle Wheel/Royal Palm tenants' association presented the Commission with written materials regarding fire hydrants at the parks. He said that he believes a Permit to Operate should not have been issued by the State

HCD, for lack of a “5-year flow test.” He is worried that the City is not aware that the hydrants may fail. He requested that the City assume jurisdiction over mobile home park health and safety, but acknowledged that the City Council would have to make that decision. He also complained that there is still an outstanding violation due to a lack of an on-site manager, and requested that the Commission deny any requests for rent increases.

- Philip Hoon, an owner of Idle Wheel/Royal Palm, commented on the fire that occurred. He stated that the Fire Department told him that they decided on their own to bring a hose into the park, rather than connect inside the park. Nothing was mentioned to him about a problem with the in-park hydrant. He noted that the “Activities Report Continuation, Allegation #3” of the incident report contains a conclusion of “no violation.” He also stated that the park’s permit is current, and opposed denial of a rent increase.

- **CORRESPONDENCE:**

- The Commission was provided copies of correspondence notifying three manufactured home parks of approval of an annual permissive adjustment increase to the space rent ceiling of 1.45% in 2011.

- **COMMISSIONER/STAFF STATEMENTS AND REQUESTS:**

- Chairperson Marcus noted the death of Commissioner George Gumpy since the last Commission meeting, commended Mr. Gumpy on excellent service to the City, and expressed that the Commission will miss him greatly.

REGULAR AGENDA:

A. Introduction of new and returning MHFPC Members and Alternates

It was reviewed that Commission Members Bill Marcus, Tom Bills, and Robert Noren are serving 3-year terms ending 12/31/2014. Two additional Member seats, with 3-year terms ending 12/31/2013, are currently vacant. Alternate Member Alan Gering was re-appointed to another 2-year term ending 12/31/2013. There is also a current vacancy in an Alternate Member seat, with a term ending 12/31/2013. All vacancies remain open. Due to a City staff shortage, Attorney Andrew Pugno’s office continues to serve as interim commission staff in addition to the role of Legal Counsel.

5 Regular Members (3 year terms):

<u>Name</u>	<u>Nominating Council seat:</u>	<u>Term Expires</u>
Bill Marcus	Martie L. Dote	12/2014
VACANCY	Tom Stallard	12/2013
Tom Bills	William L. Marble	12/2014
Robert Noren	Marlin H. "Skip" Davies	12/2014
VACANCY	Art Pimentel	12/2013

2 Alternate Members (2 year terms)

<u>Name</u>	<u>Nominated By:</u>	<u>Term Expires</u>
Alan Gering	mayor	12/2013
VACANCY	mayor	12/2013

B. Review and Approve: Annual Commission Report to City Council for 2011

A draft of the *Annual Commission Report to City Council for 2011* was circulated and reviewed. The Annual Report serves to provide the City Council with “a comprehensive written report ... concerning the commission’s activities, holdings, actions results of hearings and all other matters pertinent to this chapter...” To a large extent, the City Council’s receipt of the MHFPC minutes fulfills this requirement of the Ordinance, but this document represents a more formal reporting of the Commission’s activities in program year 2011. Discussion was had. Chairperson Marcus noted a change to reflect the vacancy created by the passing of Member George Gumpy, and to delete the second bullet point under the report for Royal Palm. On motion of Commissioner Noren, seconded by Commissioner Bills, the draft report, as amended, was approved for transmission to the City Council. (YES: Marcus, Gering, Noren, Bills).

C. Review and Approve Annual Park Registrations/Exemption Claims for:**a. Bells Trailer Village**

Last year, Bells had registered 40 spaces, all reported as month-to-month tenancies. In 2011, Bells was granted a 1.45% increase to the space rent ceiling.

This year, Bells again registered 40 spaces, all month-to-month tenancies. Staff stated that reported rent levels for all spaces appeared to be within the adjusted space rent ceiling. The park owner paid \$1200 in registration fees. Bells Trailer Village’s annual registration was approved on motion of Commissioner Gering, seconded by Commissioner Bills. (YES: Marcus, Gering, Noren, Bills).

b. Leisureville

There are 150 spaces at Leisureville. Management from Leisureville sent the Commission correspondence dated November 14, 2011 indicating that there are no space renters at the park, and that all residents have an ownership interest in the park. As it appeared that Leisureville is exempt from the Ordinance, no action was taken by the Commission.

c. Idle Wheel Estates

Last year, Idle Wheel reported 153 spaces, and registered 151 spaces. The Commission increased the space rent ceiling by 1.45% in 2011.

This year, Idle Wheel again reported 153 spaces, and registered 151 spaces. Space #111, which previously had been claimed as a manager's coach in 2009, has been claimed to be exempt as a rental unit (the resident does not own the mobile home) since 2010. It is also vacant. Space #263 is claimed as exempt from the space rent ceiling under a long-term rental agreement, pursuant to state law.

The park owner paid \$4530 in registration fees. Staff stated that reported rent levels for all 151 spaces appeared to be within the adjusted space rent ceiling. Idle Wheel Estates' annual registration of 151 spaces was approved on motion of Commissioner Gering, seconded by Commissioner Bills. (YES: Marcus, Gering, Noren, Bills).

d. Royal Palms Estates

Last year, Royal Palms reported and registered 131 spaces. The Commission increased the space rent ceiling by 1.45% in 2011.

This year, Royal Palms again reported and registered 131 spaces. The park owner paid \$3930 in registration fees. Staff stated that reported space rent levels appeared to be within the adjusted space rent ceiling. Royal Palms Estates' annual registration of 131 spaces was approved on motion of Commissioner Bills, seconded by Commissioner Noren. (YES: Marcus, Gering, Noren, Bills).

e. CHOC/Casa Del Sol

Discussion of the situation with CHOC/Casa del Sol was deferred to later in the agenda, Item F.(c).

D. Review and Approve Manufactured Home Park Annual Inspection Reports

Prior to considering applications for annual permissive adjustments, park owners are required to pass park inspections conducted by the City. This year the inspections were conducted April 30, 2012, by Paul Siegel, Chief Building Official. All ten (10) categories of items were inspected in Bell's Trailer Village, Casa del Sol, Idle Wheel Estates, and Royal Palm Estates. The three (3) park inspection reports for Bell's Trailer Village, Idle Wheel Estates and Royal Palms Estates were reviewed approved on motion of Commissioner Gering, seconded by Commissioner Noren. (YES: Marcus, Gering, Noren, Bills).

E. Review CPI Data and Determine Available Annual Permissive Adjustments

Staff provided the Commission with data showing the Consumer Price Index for All Urban Consumers in the West Urban Area, including all items and not seasonally adjusted, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, with the base period of 1982-84 = 100. The data revealed that the 12 month period ending January 2012, adjusted by the 75% multiplier, would produce a 1.96% permissive adjustment for all applications filed in February 2012. ($2.613\% \text{ increase in CPI} \times 75\% = 1.96\% \text{ increase to rent ceiling.}$)

Public comment: Philip Hoon, owner of Idle Wheel/Royal Palm, stated that the management had sent out 90-day notices of rent increases to park residents, subject to final approval by the Commission.

F. Approve Annual Permissive Adjustments to Space Rent Ceilings for:

The Commission discussed the three (3) applications received for Annual Permissive Adjustments to the Space Rent Ceilings.

a. Bells Trailer Village

The Commission approved a 1.96% increase to the space rent ceiling at Bells Trailer Village, on motion of Commissioner Bills, seconded by Commissioner Gering. (YES: Marcus, Gering, Noren, Bills).

b. Idle Wheel Estates/Royal Palms Estates

Public Comment: Tobin Smith of the residents' association stated that the commission should deny the rent increase application, due to an alleged HCD violation regarding a 5-year flow test of fire hydrants. MHFPC Attorney Pugno advised the Commission that it would not be a basis for denying a

Permissive Adjustment Application, though it would be a relevant factor for the Commission's consideration in a Net Operating Income rent increase application.

Commissioner Gering asked if the Commission is responsible to seek out HCD compliance information from the State. MHFPC Attorney Pugno answered no. Chairperson Marcus noted that the Commission is constrained by the limits on its jurisdiction, which is quite narrow in matters of health and safety.

The Commission approved a 1.96% increase to the space rent ceilings at Idle Wheel Estates and Royal Palms Estates, on motion of Commissioner Bills, seconded by Commissioner Gering. (YES: Marcus, Gering, Noren, Bills).

Tobin Smith asked the Commission whether his complaints will be reported to the City Council. Chairperson Marcus answered that they will appear in the annual report to the City Council, scheduled for approval next program year.

c. CHOC/Casa Del Sol

MHFPC Attorney Pugno presented information to the Commission regarding Casa del Sol and its claim of exemption from the rent control ordinance, including three new, complex regulatory agreements entered by management in 2009 and 2011 to restrict tenancies and limit rents to affordable levels. Whether or not those agreements exempt the park from space rent control is, however, unclear.

Chairperson Marcus asked whether the park may qualify for an exemption based on the state law preemption of local rent control for "new construction," in light of the park's substantial renovation.

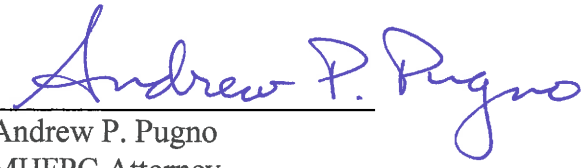
Liz Johnson of Sterling Asset Management, the property supervisor for the park, introduced herself to the Commission as new to her position. She informed the Commission that CHOC had undergone some changes, including no longer internally managing the park. She told the Commission that Casa del Sol, after renovation, now "mostly has the look of a new park."

Chairperson Marcus asked staff to conduct research on the requirements for the "new construction" exemption from local rent control ordinances, pursuant to state law, and to obtain better documentation from CHOC management showing that all controlled spaces are limited to low- and very-low income households.

G. Set next meeting

Chairperson Bill Marcus announced that the next meeting of the Commission will be at a date and time to be announced.

ADJOURNMENT. The MHFPC adjourned at 8:15 p.m.



Andrew P. Pugno
MHFPC Attorney

Legislation Details (With Text)

File #: 13-131 Version: 1 Name:
Type: Consent Item(s) Status: Agenda Ready
File created: 7/18/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Second Reading of Ordinance No. _____ An Ordinance of the City Council of the City of Woodland approving Heidrick Ranch Phase II Development Agreement Amendment between the City of Woodland and Pioneer Investors LLC

Recommendation for Action

Staff recommends that the City Council adopt Ordinance No. _____, approving the Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval

Staff Contact

Paul Hanson, AICP, Senior Planner - 530-661-5820, paul.hanson@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 - Ordinance and Development Agreement.pdf](#)
[Attachment 2 - Findings and Conditions of Approval.pdf](#)
[Attachment 3 - July 16, CC Staff Report.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Second Reading of Ordinance No. _____ An Ordinance of the City Council of the City of Woodland approving Heidrick Ranch Phase II Development Agreement Amendment between the City of Woodland and Pioneer Investors LLC

Recommendation for Action

Staff recommends that the City Council adopt Ordinance No. _____, approving the Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval

Staff Contact

Paul Hanson, AICP, Senior Planner - 530-661-5820, paul.hanson@cityofwoodland.org

Fiscal Impact

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

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)). Subsequently, the Applicant has submitted a request to further amend the Development Agreement to remove conditions that no longer apply and to provide further clarification to infrastructure requirements. This is the second reading of the ordinance to approve the Development Agreement Amendment.

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 Attachment "2".

Conclusion

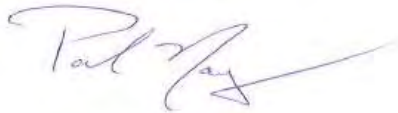
Staff recommends that the City Council adopt Ordinance No. _____, approving the Development

Agreement Amendment between the City of Woodland and Pioneer Investors,
LLC and modified Conditions of Approval

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

Attachment 1 - Ordinance No. ____

Attachment 2 - Findings and Conditions of Approval

Attachment 3 - July 16, 2013 CC Staff Report

ATTACHMENT 1

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

ATTACHMENT 2

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

Prepared for approval by the Woodland City Council on July 2, 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.

\\SMPAUL\Spring Lake\Heidrick II\Finals\FINDINGS OF APPROVAL FOR HEIDRICK RANCH PROJECT.docx

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 #: 13-161 Version: 1 Name: Mutual Housing MPFP and SLIF Fee Deferral
Type: Consent Item(s) Status: Agenda Ready
File created: 7/30/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Mutual Housing MPFP Fee Deferral

Recommendation for Action

Staff recommends that the City Council take the following actions:

1. Adopt Resolution No. , approving the deferral of all Major Projects Financing Plan (MPFP) fees with the exception of the fee for Parks and Recreational Facilities until issuance of the certificate of occupancy on the construction of the first 62 units for the Mutual at Spring Lake Apartments project.
2. Direct the City Manager to execute the attached deferral agreement in substantially the same form with Mutual Housing California or another entity established by Mutual to own the Mutual at Spring Lake Apartments project.

Staff Contact

Dan Sokolow, Senior Planner - 530-661-5820 - dan.sokolow@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Fee Deferral CC Reso 20Aug13.pdf](#)
[Fee Deferral Agmnt 20Aug13.pdf](#)
[Request for Fee Deferral - Spring Lake.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Mutual Housing MPFP Fee Deferral

Recommendation for Action

Staff recommends that the City Council take the following actions:

1. Adopt Resolution No. , approving the deferral of all Major Projects Financing Plan (MPFP) fees with the exception of the fee for Parks and Recreational Facilities until issuance of the certificate of occupancy on the construction of the first 62 units for the Mutual at Spring Lake Apartments project.
2. Direct the City Manager to execute the attached deferral agreement in substantially the same form with Mutual Housing California or another entity established by Mutual to own the Mutual at Spring Lake Apartments project.

Staff Contact

Dan Sokolow, Senior Planner - 530-661-5820 - dan.sokolow@cityofwoodland.org

Fiscal Impact

The deferral of an estimated \$761,766 in MPFP fees will delay the availability of these funds for capital projects and to cover staff costs for administering the MPFP program. These funds were not expected to be received in the planning of the FY2013/14 budget, but were expected to be received during FY2014/15 for long-term planning purposes.

Background

Mutual Housing California, a non-profit developer of affordable housing, will be constructing a 101-unit affordable housing project (Mutual at Spring Lake Apartments) at the southeast corner of Farmers Central Road and Pioneer Avenue. Last month, the California Tax Credit Allocation Committee (TCAC) approved tax credits for Mutual's project, allowing construction to start this year on the first 62 units.

The City Council on February 5, 2013 approved a 57-year term residual receipts loan in the amount of \$910,000 for the Mutual project. On May 15, 2012, the City Council approved funding (through the Spring Lake Affordable Housing Fund) of up to \$20,000 to provide bus service to the Spring Lake Specific Plan Area for a period of two years to assist Mutual with the scoring of its tax credit application. The bus service allowed Mutual to achieve the minimum points necessary for its tax credit application to be fully considered by TCAC. The City Council on July 20, 2010 approved a \$350,000 predevelopment loan for Mutual's project. The predevelopment loan will be paid off prior to the City's disbursement of the \$910,000 residual receipts loan. The City loans as well as the assistance for the Spring Lake bus service are being funded through the City's Spring Lake Affordable Housing Fund.

Discussion

Approval of Mutual's fee deferral request will reduce the amount of the construction loan needed for the project resulting in a reduction of interest for the construction loan. Mutual will repay the fee deferral prior to the certificate of occupancy issuance. At that time it will close on permanent financing (loans) for the project and retire its higher interest rate construction loan. Mutual anticipates that it will complete construction of the first 62 units in early 2015. To memorialize the deferral and protect the City's interests, the City will enter into a deferral agreement with Mutual and subsequently record the agreement against the project site property. The City will also record a lien against the property equal to the amount of the deferral.

Staff is recommending deferral of all impact fees with the exception of the Parks and Recreation impact fee.

The deferral of this fee is excluded due to the City's dependence upon this revenue source to make annual debt service payments. The Council has authorized staff to loan a maximum of \$2 million each year from Measure E to assist with debt service when development impact fee revenues fall short; collection of the revenues from this project will assist with meeting debt service obligations for FY2013/14. The Park and Recreation fee was also specifically excluded from the citywide impact fee deferral program for the same reason mentioned herein.

The City's Development Impact Fee Deferral Program allows a maximum deferral period of one-year, but it does not cover deferrals for affordable multi-family projects. In 2009, the City Council approved a deferral of MPFP fees for the Rochdale Grange multi-family affordable housing project. The deferral was repaid in 2011 prior to the issuance of the certificate of occupancy for Rochdale. Mutual will be required to repay the fee deferral prior to the issuance of the certificate of occupancy or by June 30, 2015, whichever occurs first.

Conclusion

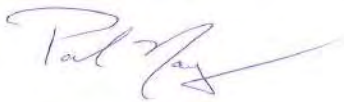
Staff recommends that the City Council take the following actions:

1. Adopt Resolution No. , approving the deferral of all Major Projects Financing Plan (MPFP) fees with the exception of the fee for Parks and Recreational Facilities until issuance of the certificate of occupancy on the construction of the first 62 units for the Mutual at Spring Lake Apartments project.
2. Direct the City Manager to execute the attached deferral agreement in substantially the same form with Mutual Housing California or another entity established by Mutual to own the Mutual at Spring Lake Apartments project.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Kim McKinney, Finance Officer

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attachments:

1. Resolution No. Approving Deferral of MPFP Fees for Mutual Housing Project
2. Draft Fee Deferral Agreement
3. Fee Deferral Request from Mutual Housing California

RESOLUTION NO. _____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
TO APPROVE THE DEFERRAL OF MPFP FEES UNTIL CERTIFICATE OF
OCCUPANCY ISSUANCE FOR THE MUTUAL AT SPRING LAKE
APARTMENTS PROJECT**

WHEREAS, Mutual Housing California will be constructing a 101-unit affordable rental complex within the Spring Lake Specific Plan Area that is consistent with the goals and policies of the Spring Lake Affordable Housing Plan; and

WHEREAS, Mutual Housing has incurred additional holding costs as it was delayed in completing its financing plan until 2013; and

WHEREAS, the City has a policy to defer fees to facilitate the construction of affordable housing.

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby (1) approves the deferral of all Major Projects Financing Plan (MPFP) fees with the exception of the fee for Parks and Recreational Facilities until issuance of the certificate of occupancy on the construction of the first 62 units for the Mutual at Spring Lake Apartments project or by June 30, 2015, whichever occurs first, as long as the building permit for the first 62 units is issued by December 31, 2013 and (2) directs the City Manager to execute a deferral agreement with Mutual Housing California or another entity established by Mutual to own the Mutual at Spring Lake Apartments project.

PASSED AND ADOPTED this 20th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marlin H. "Skip" Davies, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Woodland
300 First Street
Woodland, CA 95695
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 6103

**DEVELOPMENT IMPACT FEE
DEFERRAL AGREEMENT**

between

**THE CITY OF WOODLAND
a California municipal corporation**

and

MUTUAL HOUSING CALIFORNIA

August 20, 2013

DEVELOPMENT IMPACT FEE AND SPRING LAKE INFRASTRUCTURE FEE DEFERRAL AGREEMENT

1. PARTIES AND EFFECTIVE DATE.

This Development Impact Fee Deferral Agreement ("Agreement") is entered into on this _____ day of _____, 2013, by and between the City of Woodland, a California municipal corporation ("City"), and Mutual Housing California, a limited partnership ("Owner"). City and Owner are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Owner is the owner of that certain real property in the City of Woodland, California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"). Owner intends to develop a 101-unit affordable multifamily residential project on the Property; and

2.2 The City currently requires the payment of various development impact fees for all residential projects to help address the impacts of new development; and

2.3 On August 20, 2013, the City Council approved Resolution No. ____ to allow for the deferral of development impact fees for the Mutual at Spring Lake Apartments project; and

2.4 City and Owner desire to execute this Agreement to defer development impact fees applicable to the Property and place a lien on the Property to secure payment of these fees, pursuant to the terms and conditions set forth herein.

3. TERMS

3.1 Deferral of Development Impact Fees.

3.1.1 *Deferral of Development Impact Fees.* Pursuant to Resolution No. ____ and subject to the limitations set forth in this Agreement, payment on all development impact fees set forth in Exhibit "B" attached to this Agreement and incorporated herein by this reference ("Subject Fees") shall be deferred for each residential building constructed on the Property until the Owner requests a final inspection under a building permit for that building from the City or by June 30, 2015, whichever occurs first.

3.1.2 *Payment of Subject Fees.* Owner, or its successor in interest to the Property or any portion thereof, shall be liable for the payment of the Subject Fees pursuant to this Agreement. The Subject Fees for a residential building constructed on the Property shall be due and payable at the request of final inspection. No certificate of occupancy shall be issued for that building or any portion thereof unless and until all Subject Fees are paid in full. Owner shall not be liable for any interest on the Subject Fees during the deferral period; provided, however, that any and all Subject Fees that have not been paid by Owner prior to the termination of the deferral period shall accrue interest equal to the annual rate of interest earned by the City

of Woodland on the investment of pooled funds, computed on the unpaid amount from the date of execution of the Fee Deferral Agreement to time of payment, shall be due and payable.

3.1.3 **Subject Fees Amount.** Except as may otherwise be provided for by a statutory development agreement for the Property, as approved by the City, the amount of the Subject Fees for each multifamily residential building to be developed on the Property shall be determined according to the rate of the Subject Fees adopted by the City and in effect on the date when the building permit for the multifamily residential building was issued by the City. Upon issuance of each building permit, the City shall complete and attach the form set forth in Exhibit "B" to this Agreement to reflect the amount of the Subject Fees applicable at the time of issuance of that building permit and attach a copy of the building permit, which shall collectively thereafter be incorporated as part of this Agreement.

3.1.4 **Obligation for Payment of Subject Fees.** Owner hereby acknowledges and agrees that Owner's obligation to pay the Subject Fees shall continue and remain an obligation of Owner, as well as (jointly and severally) any successors in interest of Owner, including, without limitation, any successor in interest to the Property or any portion of the Property. Without limiting the nature of the foregoing, any Subject Fees that remain unpaid following the time that they are required to be paid may be collected by the City as a personal obligation of the Owner, or any successor of Owner, as a special assessment against the property (collected at the same time and in the same manner as *ad valorem* property taxes), or by any combination of the foregoing.

3.2 **Recordation of Agreement.** Upon the execution of this Agreement, the City shall cause this Agreement to be recorded in the Official Records of the County of Yolo, California. All costs assessed by the County of Yolo for recordation of this Agreement shall be paid by the Owner.

3.3 **Lien Against Property.** From and after its execution, this Agreement shall contractually bind Owner to pay all Subject Fees as provided in this Agreement, and shall constitute a lien against the Property in an amount equal to the total Subject Fees, pursuant to Government Code section 66007(c)(2). Upon payment to City of the total amount of the Subject Fees for the Property, City shall, at the request of the Owner, execute and record in the Official Records of the County of Yolo, California, a release of the lien from the Property in substantially the form of Exhibit "C" which is attached hereto and incorporated herein by this reference. At the request of the Owner, the City shall deliver a copy of the executed release of the lien to Owner.

3.4 **Covenants Run With Land.** Notwithstanding Section 3.55, each and all of the promises, covenants and conditions of this Agreement and all liens against the Property subject to this Agreement shall, as provided in Government Code section 66007, run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in or to the Property or any portion thereof.

3.5 **Sale of Property.** Pursuant to Government Code section 66007(c)(3), Owner shall notify City in writing within two (2) business days of the opening of any escrow for the sale or transfer of all or any portion of the Property. Owner additionally covenants and agrees to

provide a written copy of the escrow instructions to City stating that the Subject Fees shall be paid from the sale proceeds of the Property held in escrow prior to disbursement of the sale proceeds to the new owner of the Property.

3.6 Invalidity of Lien. The invalidity or unenforceability of any lien provided for under this Agreement shall not affect the contractual obligation of Owner to pay any and all Subject Fees for the Property, nor shall the sale, lease, or any encumbrance of the Property release the Owner of this contractual obligation.

3.7 Rights Not Granted Under Agreement. This Agreement is not, and shall not be construed to be, an approval or a granting of any right or entitlement (vested or otherwise) by City concerning any development on the Property, or any other project, development or other construction by Owner within the City. This Agreement does not, and shall not be construed to exempt Owner from paying any fees for any entitlements, permits, licenses or other approvals that may be required by the City or other public entity with jurisdiction over the Property at the time required by the City or other public entity with jurisdiction over the Property, or any other project development or other construction by Owner. This Agreement does not, and shall not be construed to, exempt Owner from any requirement to obtain permits or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance, or operation of the development on the Property or any other project, development or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner or the Property from the application or exercise of the City's or any of its related agencies' power of eminent domain or its police powers, including, but not limited to, the regulation of land uses, and the taking of any actions necessary to protect the health, safety and welfare.

3.8 Cumulative Remedies. The rights or remedies of the City, as provided in this Agreement, or pursuant to any applicable laws, rules or regulations, may be pursued singly, successively, together, or otherwise against the Property, Owner, or its transferees, at the sole discretion of the City. The City's failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or of the right to exercise them at any later time.

3.9 Indemnification. Owner agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees from an against all claims, demands, costs, damages, liabilities and obligations of any kind or nature arising out of the deferral provided by this Agreement, including without limitation, all costs of collection, including actual attorneys' and expert witness fees.

3.10 Successors and Assigns. Owner may not assign this Agreement, in whole or in part, without the prior written consent of the City, which may be given, withheld, or conditioned in the City's sole and absolute discretion. Any attempt to assign this Agreement without the City's prior written consent shall be null and void. This Agreement shall be binding on any and all permitted successors and assigns of Owner.

3.11 Governing Laws. This Agreement shall be governed by the laws of the State of California, without regard to the conflict of laws principles. The Municipal and Superior Courts of the State of California in the County of Yolo, California, shall have exclusive jurisdiction of

any litigation between the City and Owner arising out of this Agreement. Owner hereby expressly waives the provisions of any federal or state law providing for a change of venue to any other state court or to federal district court, due to any reason whatsoever, including, without implied limitation, the fact that the City is a party to this Agreement, due to any diversity of citizenship between the City and Owner, or due to the fact that a federal question may be involved. Without limiting the generality of the foregoing, Owner expressly waives, to the maximum legal extent, the benefit of California Code of Civil Procedure Section 394 and all other state and federal statutes and judicial decisions of similar effect.

3.12 Notices. All notices required to be delivered under this Agreement or applicable law shall be delivered by personal delivery, express mail or by United States mail, certified, postage prepaid. Notices personally delivered or delivered by express mail shall be deemed received upon receipt. Notices delivered by certified mail shall be deemed received the earlier of three (3) days following deposit of such notice with the United States Postal Service or actual receipt. Notices shall be sent as follows:

To City: City of Woodland
 300 First Street
 Woodland, California 95695
 Attention: City Manager

To Owner: Mutual Housing California
 8001 Fruitridge Road, Suite A
 Sacramento, CA 95820
 Attention: Rachel Iskow

3.13 Attorneys' Fees and Costs. Should the City or Owner bring any action or proceeding against the other, and if such action or proceeding is related to the interpretation or enforcement of this Agreement or in any way relates to or arises due to the existence of this Agreement, then the prevailing party in that action or proceeding shall be entitled to recover from the nonprevailing party, in addition to all other relief to which the prevailing party may be entitled, its actual litigation costs and attorneys' and expert witness fees. The "prevailing party" shall be as determined by the court in accordance with the provisions of California Code of Civil Procedure Section 1032. Recoverable litigation costs and attorneys' fees include those incurred by the prevailing party in the enforcement of any judgment or other judicial order, and during the defense of any appeal taken from such underlying judgment or other judicial order.

3.14 Entire Agreement. This Agreement constitutes the entire agreement of City and Owner and supersedes all previous agreements, oral or written, on the subject matter of this Agreement.

3.15 Modification. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties hereto.

3.16 Headings. Section headings contained in this Agreement are for convenience only, and shall not impact the construction or interpretation of any provision.

3.17 **Severability.** If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such provisions or clauses did not exist.

3.18 **Time is of the Essence.** Time is of the essence in this Agreement.

3.19 **No Third Party Beneficiaries.** This Agreement and the performance of the City's and Owner's obligations hereunder are for the sole and exclusive benefit of the City and Owner. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by an provision hereof, and no such person or entity shall acquire any rights or causes of action against either the City or Owner hereunder as a result of the City's or Owner's performance or nonperformance of their respective obligations under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY

**CITY OF WOODLAND,
a California municipal corporation**

OWNER

MUTUAL HOUSING CALIFORNIA

By: _____
Paul Navazio
City Manager

By: _____
Rachel Iskow
Executive Director

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

**EXHIBIT “A” TO
DEVELOPMENT IMPACT FEE
DEFERRAL AGREEMENT**

Legal Description of Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO,
CITY OF WOODLAND, AND IS DESCRIBED AS FOLLOWS:

**EXHIBIT "B" TO
DEVELOPMENT IMPACT FEE
DEFERRAL AGREEMENT**

Subject Fees for Building Permit No.: _____

The following development impact fees imposed upon the Property or portion thereof by the City of Woodland upon issuance of City of Woodland Building Permit No. _____ shall be deferred pursuant to the terms and conditions of this Agreement:

- (1) General City Development Impact Fees in the amount of \$41,044.
- (2) Fire Facilities Development Impact Fees in the amount of \$56,854.
- (3) Library Development Impact Fees in the amount of \$2,542.
- (4) Police Facilities Development Impact Fees in the amount of \$54,126.
- (5) Waste Water Development Impact Fees in the amount of \$296,856.
- (6) Water Development Impact Fees in the amount of \$20,026.
- (7) Roads Development Impact Fees in the amount of \$239,444.
- (8) Surface Water Development Impact Fees in the amount of \$43,000.
- (9) Administration Development Impact Fees in the amount of \$7,874.

Total Development Impact Fees: \$761,766.

**EXHIBIT "C" TO
DEVELOPMENT IMPACT FEE
DEFERRAL AGREEMENT**

Form Release of Lien

[Attached behind this cover page]

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Woodland
 300 First Street
 Woodland, CA 95695
 Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
 EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 6103

RELEASE OF LIEN FOR PAYMENT OF DEVELOPMENT IMPACT FEES

The City of Woodland, a municipal corporation, does hereby release that certain real property, as further described in Exhibit 1 attached to this Release, from the lien for payment of development impact fees as created by the Development Impact Fee Deferral Agreement entered into on _____, by and between the City of Woodland and _____, a _____, which was recorded on _____, as Document Serial No. _____, Official Records of the County of Yolo, California ("Agreement").

This release pertains only to the property described above and does not extend to any other propert(ies) identified in the Agreement. This release of lien is executed and recorded pursuant to the provisions of California Government Code section 66007 and authorized by Resolution No. _____, approved by the City Council of the City of Woodland on August 20, 2013.

Dated: _____.

CITY OF WOODLAND
 a municipal corporation

By: _____
 City Manager

Attest:

 City Clerk

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



August 12, 2013

Mayor Davies and Councilmembers
City of Woodland
300 First Street
Woodland, CA 95695

RE: Fee Deferral Request for Mutual Housing at Spring Lake

Dear Mayor Davies and Councilmembers,

Mutual Housing California is respectfully requesting that the City of Woodland approve the deferral of development impact fees during the construction of the first 62 units at the Mutual Housing at Spring Lake project.

In July, the California Tax Credit Allocation Committee approved Mutual's tax credit application and this allows us to complete our financing plan and move forward with construction this year on the first 62 units at our project. We will not close on our permanent funding sources until we complete construction of the project. As a result, we will take out a construction loan prior to permanent financing at an interest rate significantly more than we will incur for our permanent financing sources. Having the ability to defer our development impact fees during construction will reduce our construction loan interest costs and assist our efforts in ensuring a cost-effective project.

Mutual Housing California appreciates your consideration of our request and the City of Woodland's continued support for the Mutual Housing at Spring Lake project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rachel Iskow", is written over a light blue horizontal line.

Rachel Iskow
CEO

Legislation Details (With Text)

File #: 13-158 Version: 1 Name:
Type: Public Hearing Item Status: Agenda Ready
File created: 7/29/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Cal West Tentative Map # 4991 - Cal West Investors, LLC/Optimistic Partners, Spring Lake Specific Plan Tentative Subdivision Map # 4991 and Development Agreement

Recommendation for Action

Staff recommends that the City Council take the following actions:

1. Hold a Public Hearing
2. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 4991; and "Conditions of Approval" to be incorporated in to the Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report; and,
3. Approve the Tentative Subdivision Map (TSM#4991) in accordance with the "Conditions of Approval" as presented in this Staff Report; and
4. Waive the first reading and read by title only Ordinance No. __, approving the Development Agreement between the City of Woodland and Cal West Investors LLC and Optimistic Partners.

Staff Contact

Cindy Norris, Principal Planner - 530-661-5820, cindy.norris@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Att A - Findings and Conditions of Approval](#)
[Att B - Development Agreement](#)
[Att C - Planning Commission SR 7.18.13](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: **Cal West Tentative Map # 4991 - Cal West Investors, LLC/Optimistic Partners**, Spring Lake Specific Plan Tentative Subdivision Map # 4991 and Development Agreement

Recommendation for Action

Staff recommends that the City Council take the following actions:

1. Hold a Public Hearing
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4. Waive the first reading and read by title only Ordinance No.____, approving the Development Agreement between the City of Woodland and Cal West Investors LLC and Optimistic Partners.

Staff Contact

Cindy Norris, Principal Planner - 530-661-5820, cindy.norris@cityofwoodland.org

Fiscal Impact

The City will incur a minor cost estimated at less than \$400 to publish a copy of Ordinance No.____ after City Council adoption. If approved, the project would result in 176 single family lots and approximately 84 multi family units resulting in approximately 231 Dwelling Unit Equivalents (DUE's). The Spring Lake Infrastructure Financing Fee equivalent is \$39,377 per single family unit and \$25,988 per multi-family unit for a total of \$9,113,344 (*before application of fee credits*).

Background

The Cal West Investors/Optimistic Partner's project application request is for approval of Tentative Subdivision Map # 4991 and a Development Agreement Amendment. The requested map will encompass 34.43 acres of the 44.97 acres of land in the original Cal West rezone project area. The project proposal includes 28.94 gross acres of land developed as single family R-8 in three phases, 0.88 acres in a buffer and access easement as Lot A and 0.10 acres as Lot B a mini-park and oak tree preservation dedication, as well as approximately 5.61 acres as a remainder parcel of multi-family designated R-15 land. This leaves approximately 10 acres of land to be designated as future park (8 acres), and neighborhood commercial (2 acres).

On December 14, 2010, a Specific Plan Amendment to rezone land uses for the overall Cal West Project site, encompassing 44.97 acres, and a Development Agreement was approved by the City Council. The entire Spring Lake Specific Plan area had been pre-zoned under Ordinance No. 1346, adopted July 2, 2002. The Specific Plan Amendment included the relocation of the 8-acre park and 2-acre neighborhood commercial land uses south to the northwest corner of Harry Lorenzo Avenue and Farmer's Central Road and elimination of the

10-acre elementary school site. The 15-acre R-5 single family residential sites were eliminated, and the single family R-8 and multi-family R-15 sites were increased in size. The rezoning resulted in a possible additional 86 units.

On August 6, 2012, a lot line adjustment was approved to modify the parcel lines to accommodate the park and neighborhood commercial as a single parcel with a remainder portion of approximately 8.9 acres of residential R-8 designated land, creating a parcel totaling 19.97 acres in size. Tentative Parcel Map 5003 was approved on July 19, 2012 by the Planning Commission to subdivide the resulting 19.97 acre parcel into two large lots for purposes of sale, allowing separation of the park and neighborhood commercial site from the residential site.

On July 18, 2013, the Planning Commission heard the proposed project application for Tentative Subdivision Map # 4991 and Development Agreement and recommended approval of the proposed project by a vote of 7-0.

Discussion

Tentative Subdivision Map # 4991

The current project proposes to split the subject map into three phases. Phase I is 9.31 net acres and 60 single family units, Phase II is 11.00 acres and 68 units, while Phase III is 7.20 net acres and 48 single family units. The remainder parcel encompasses the 5.61 net acres of R-15 designated property with an estimated future development of 84 units. This map will provide for a density at the lower end of the range allowed under the R-8 category (6 to 8 dwelling units/acre). Phases I -III will have a combined density of 6.40 dwelling units per acre.

The development proposes 176 R-8 lots with lot widths ranging from 40 to 85-feet with an average 52-foot lot width. This meets the minimum requirements of Table 2.4, Spring Lake Specific Plan Area Requirements for Lots. Lot depths range from 74 to 100 feet with an average 89 foot lot depth. The lot sizes range from 3,400 square feet to 7,431 square feet with an average of 4,734 square feet. The R-15 site will be developed at a future time and will require site design and architectural review by the Planning Commission.

Lot layout is generally consistent with neo-traditional qualities as identified in the plan and will provide homes that primarily front on to local streets or side on in a few cases. The project map also provides for homes to front on to the proposed future park. Street layout is primarily gridded with only 6.4 percent of the lots in cul-de-sacs.

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

Circulation - The proposed circulation pattern consists of two Collector Streets: Harry Lorenzo Avenue, which is a north/south collector to the east and Farmers Central Road, which is an east/west collector connecting the eastern portion of Spring Lake to the project.

Primary access to the subdivision is proposed at Harry Lorenzo Avenue which has a right of way width of 70.9 to 72-foot right-of-way and new east/west streets “D” and “F”. These streets would meet the standard SLSP 57-foot right-of-way. The development will construct the remaining local streets. “D” Street, adjacent to the future park, will be fully constructed, to include curb, gutter, sidewalk and landscaping on both sides. In order to construct “F” Street, the applicant will be required to obtain right of way from the adjacent northerly property (Oyang).

Bicycle / Pedestrian Access - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. Subdivision trails are internal trails required to improve

pedestrian and bicycle circulation and provide increased connectivity to the planned SLSP multi-purpose trail system. They also act as separators between homes on blocks that contain more than 10 homes in a row. Subdivision trails are required to be a minimum of 25 feet in width and landscaped. The project contains subdivision trails to provide access from Harry Lorenzo Avenue internal to the site.

Tree Preservation. Based on an arborist report prepared by Foothill and Associates, two existing Heritage Oak trees were identified are recommended for preservation.

It has been recommended and conditions added to require that the oak tree on Lot B, shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Prior to approval of the final map which dedicates Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000. Further, the Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The “F” Street cross section may be modified, subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that location, etc.). The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

Freeway Sound wall - A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be at least 10 feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot “A” and shall be a minimum of 28-feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to issuance of permits. Landscape and sound wall will need to be bonded for and are included in the public improvements and are eligible for SLIF fee credits

Park Development trigger - Development Regulations 5.1, 5.11.1, and 8.2 (as amended by the SLSP Settlement Agreement) establish two triggers for the required construction of neighborhood parks: 1) 60 percent build-out of each neighborhood; and 2) per various dwelling unit thresholds. Regarding the first trigger, neighborhood development is defined on page 2-10 of the SLSP. The subject subdivision is located in Neighborhood A. Presently, 60% build-out has not been achieved.

Regarding the second trigger, the first neighborhood park is triggered by the issuance of a building permit for the 650th dwelling unit equivalent (DUE), the second neighborhood park is triggered by the 1,950th unit, and the third neighborhood park is triggered by the 3,250th unit. Park construction is subsequently required to be completed within 15 months. Each single-family unit is one DUE and multi-family units are 0.66 DUE. Number of permits issued to date are 1,015 single family and 200 multi-family, or a DUE amount equivalent to 1,147 DUE units. An additional 803 building permits will be required to trigger the park construction. With consideration of prior and recent project approvals, including this project site, the following permits can be expected in the near future (98 SF Heritage Unit 4; 108 SF Parkview; 104 SF Heidrick Phase II; 94 SF Solara Ranch; 241 Merrit Murphy and 173 Cal West) totaling 818 units.

Park Design - The future park site is not a part of the proposed tentative subdivision proposal. However, the future park and neighborhood commercial sites are both contained within the original Development Agreement for the site rezone in December 2010 and development of the map will impact development of the future park site. Conditions have been added to address access, by requiring full construction of the road to the north of the park site “D” Street, including curb, gutter, and sidewalk and landscaping.

While specific details for the park have not been designed, there is a desire to develop a master layout of the

park and adjoining properties. Of additional concern is the viability of the two acre commercial sites in this location and elsewhere in the Plan. In order to address these future master plan issues, the city is requesting that prior to the first final map approval that the applicant either submit an application to evaluate the park and neighborhood commercial uses, or funding toward a future analysis of this issue.

Development Agreement

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers. A simple Development Agreement (DA) was entered into as part of the Specific Plan Amendment in 2010 in order to establish the zoning and densities. A revised Development Agreement with updated Conditions of Approval is required in conjunction with review and approval of this project application and Tentative Subdivision Map.

CEQA Clearance

Previous environmental review, including an EIR Addendum for land use amendment, which was approved on December 14, 2010, has been prepared. It has been determined, in accordance with Section 15162 of the California Environmental Quality Act (CEQA), that there will be no substantial increase in the severity of previously identified impacts as a result of the Specific Plan Amendment (Rezone). Because the proposed project is similar to that studied in the SLSP Turn of the Century EIR, and the Addendum prepared December 14, 2010, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects which have not already been analyzed.

The SLSP requires that each development application include certain project-level and property specific technical analyses (traffic, noise, cultural, biology, geotechnical, and infrastructure) to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan.

City staff have reviewed each of these studies and reached the following conclusions: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the study have been included in the Condition of Approval for this project; c) the studies identify no environmental circumstances specific to the site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

Specific conditions have been added to the project with regard to tree preservation and noise mitigation.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

1. Legal notice was published in the Woodland Daily Democrat on or before August 10, 2013.
2. Notices were mailed to all property owners within 500 feet of the project site on August 8, 2013.
3. The City Council Agenda was posted.

Conclusion

Staff recommends that the City Council take the following actions:

1. Hold a Public Hearing
2. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 4991; and "Conditions of Approval" to be incorporated in to the Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report; and,
3. Approve the Tentative Subdivision Map (TSM#4991) in accordance with the "Conditions of Approval" as presented in this Staff Report; and
4. Waive the first reading and read by title only Ordinance No.____, approving the Development Agreement between the City of Woodland and Cal West Investors LLC and Optimistic Partners.

Prepared by: Cindy A. Norris, Principal Planner

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attachment A - Findings of Fact and Conditions of Approval

Attachment B - Development Agreement

Attachment C - Planning Commission Staff Report from July 18, 2013

**FINDINGS AND CONDITIONS OF APPROVAL FOR THE CAL WEST INVESTORS
LLC / OPTIMISTIC PARTNERS LLC PROJECT, INCLUDING TENTATIVE
SUBDIVISION MAP # 4991 AND DEVELOPMENT AGREEMENT**

As approved by the Woodland City Council August 20, 2013).

July 30, 2013 version

FINDINGS

CEQA Findings:

1. On August 15, 2000 the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC); and f) Addendum # 6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); and g) Addendum # 7 (Resolution No 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors LLC to remove a bike overcrossing and path); and h) Addendum # 8 (Resolution No 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors LLC to modify land use designations and rezone a school site; and i) Amendment # 9 based on a request by Parkview by ALC IV Woodland Spring Lake LLC for the purposes of amending land use designations to rezone a former school site and multi-family site to single family R-8.
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.

Spring Lake Specific Plan Consistency Findings:

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.
2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7 based on language in Section 4.29 of the Development Agreement which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.
7. This project represents a unique situation in which an additional buffer from the freeway has been required, thereby affecting lot layout and density. In order to maintain the lot density and to provide an enhanced aesthetic appearance on SR 113 and to provide a significant buffer for noise and air quality purposes, modifications to the sidewalk location on the north south oriented local streets to allow one side to have curb adjacent walks have been allowed in this case.

Zoning Consistency Findings:

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-8 Specific Plan land use categories.
2. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

Tentative Subdivision Map Findings:

1. The tentative map is consistent with the goals and policies of the General Plan and Specific Plan.
2. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.
3. The tentative map is in conformance with the Subdivision Map Act.

Findings Related to Community Design Guidelines:

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

Findings Related to Other Regulatory Requirements:

1. The project substantially satisfies the relevant requirements of the City's Standard Specifications and Details.
2. The project substantially satisfies the Infrastructure Master Plans for streets, water, sewage, and storm drainage.
3. The Development Agreement satisfies the City's Development Agreement Resolution and the requirements of State law.

CONDITIONS OF APPROVAL FOR THE CAL WEST INVESTORS Tentative
Subdivision Map #4991 and DEVELOPMENT AGREEMENT

Conditions of Approval: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated):

General Conditions

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the August 20, 2013 City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions and environmental documents.
2. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names

of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency with and including site plan, landscaping, and improvement plans, prior to submittal for review.
8. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that ten percent (10%) of all multi-family units be affordable to Low-income households and that twenty percent (20%) of the units to be affordable to very low income households, or that twenty five percent (25%) of the units are affordable to Very-low income households.. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. The total number of affordable multi-family units will be determined at the time a development application is submitted.
9. Concurrent Construction. The affordable single family units shall be dispersed throughout the project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If the Developer

desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.

10. Inclusionary Housing Agreement. Prior to the City approving the applicant's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
11. SLSP AHP Compliance. Prior to approval of the map(s), the OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots. Tentative Map #4991 will result in 176 single family lots of which 18 will be available low income units.
12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid for each single family market rate unit.
13. Affordable Unit replacement site. With respect to the currently zoned R-15 multi-family property, located east of SR 113 designated as a remainder parcel, any low or very-low income units that may be lost as a result of either the parcel being built out at a lower than maximum density or a possible rezone to a lower density, may be deemed as replaced with the units that may be developed as a result of the proposed future development of the Heidrick Phase I, R-25 site (Mutual Housing). However, only those units for which building permits have been pulled on the R-25 site, may be considered as potential replacement units and only if they are in excess of the minimum number of affordable units required for the R-25 multi-family site, (13 low income units and 25 very low income or 32 very low income units).
14. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and the developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. A developer of a for-sale residential project may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be infeasible to the satisfaction of the Community Development Director. . Affordable, for-sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.
15. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.

16. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
17. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
18. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.
19. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
20. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.
21. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.

22. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City Code relating to “Reservation of Lots for Public Sale” shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the subdivider shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

1. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
2. SL Community Facilities District 2004-1. At OWNER’s option, OWNER may petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER’s option, for balance of the fee creditable portion of the SLIF.
3. Fee Credits Any financing method employed which would allow additional proceeds to be raised to pay back the First Release Property Owners, would then allow OWNER to use the fee credits associated with the Community Facilities District.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
2. Block Length on Street “A”. In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is

variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

3. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.
4. Energy Efficiency. All building designs shall be designed to meet and are recommended to exceed energy efficiency
5. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
 - Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
6. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. Shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.
7. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).

8. Tree Preservation and Replacement Planting

- Replacement. In accordance with Section 20A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees on and adjacent to the project site:
 - A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
 - B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
 - C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.
- Preservation. The City’s Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans which shall indicate measures to be taken to protect the trees during construction.
 - A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Park amenities shall be provided and design approved prior to acceptance of the final map which dedicates Lot B.
 - B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000.
 - C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The “F” Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that locations, etc...)
 - D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

9. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
10. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
11. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.
12. Compliance with State Water Conservation Ordinance. The project shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
13. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A shall be 28 feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. Landscape and sound wall will need to be bonded for and are included in the public improvements and are eligible for SLIF credits
14. Sound Wall Landscaping. Landscaping shall be provided in accordance to 6.2.1 (d) to help screen the wall, minimize graffiti and shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or redwoods depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved prior to issuance of permits for the wall. Landscaping shall be installed with the Phase 3 final map.

15. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.
16. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.
17. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
18. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. A sign shall be provided at the north west corner entry of Harry Lorenzo Avenue and "D" Street consistent with SL Design Standard 1.6.2.

A design specification for this signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit in Phase I.
19. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
20. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
21. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.
22. Multi-family Development. Multi-family development shall comply with the Spring Lake Specific Plan and Design Standards including Development Regulations 2.35 (Multi-family Attached Rental Development), 2.35.7 (R-15 Façade Requirements).
23. Bike Parking. Bicycle parking for multi-family units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicle spaces, or to the satisfaction of the Community Development Department. Bicycle parking shall be

highly visible, in a secure location, and to the greatest extent feasible, located in a covered area.

24. Future Park and Rezone Application. The Specific Plan indicates that the 2-acre commercial sites within the Plan area shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

SLSP Mitigation Measures:

1. Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan and with the requirements specified in the Environmental Noise Analysis prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011.
 - A 10-foot tall noise barrier should be constructed along the western property line of the project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers should be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with City noise standards. Final design and wall height to achieve adequate protection shall be determined at the time of the final Phase 3 grading plan submittal.
 - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
 - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
 - Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared

and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant prior to final map approval consistent with 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.
5. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that he proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc May 2011 – Geocon project no s9574-06-01)
7. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
8. Mosquito Vector Control. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
9. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
10. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

11. Off site improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
12. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)

Engineering Development Services

Roadways

1. Regarding “E” Street between phase 1 and phase 2 and “B” Street road between 2 and 3 and “D” Street between phase 3 and phase 4. The road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).
2. Streets fronting the park: Phase 1 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park (“D” Street). Phase 2 shall construct a full section of curb, gutter, sidewalk, and landscaping of Street opposite the park (“D” Street). Phase 4 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park (“B” Street). This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.
3. Applicant shall revise partial street cross sections; partial street sections shall have 4’ shoulders with 2’ paved shoulders to the same structural section as the remainder of the road and 2’ unpaved.
4. Unless constructed by others project shall construct Harry Lorenzo from “F” Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer.
5. Unless constructed by others, project shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of the Harry Lorenzo Drive to its southerly terminus.
6. Unless constructed by others the project shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of the applicant City will enter into a third party

reimbursement agreement to allocate fair share costs to the adjacent property owners. The third party reimbursement agreement shall be completed prior to the approval of the final map.

7. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path. Path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of the City. At a minimum, the corridor shall include a 10 foot path shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing. Furthermore, design of the bikeway shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. Timing of the landscaped bike path corridor may be deferred until the development of the remainder parcel provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a City held escrow account. A fair share shall be determined by the following process.
 - A. With the first final map application the applicant shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate for landscaped bike path shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.
 - B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x .7 for the multi family).
 - C. Then each final map shall pay the amount at time of final map on a per unit basis.
 - D. Upon request, the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner. (MF site).
 - E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the master reimbursement agreement.

8. Prior to approval of the first final map the applicant shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. Plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. Applicant shall construct components of the traffic calming plan as part of the public improvement program.
9. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.
10. With first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive the applicant shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.
11. With the phase one and two final map improvement plans, details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.
12. Project shall provide paved access with bollard or gate control to City approved openings in the sound wall for Maintenance access. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.
13. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.
14. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

Easements and Right of Way

1. A seven (7) / ten (10) foot adjacent to monolithic sidewalk foot public utility easement back of (separated) sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
2. 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. Final determination of Right of Way Requirements shall be made by the City Engineer.

3. Phase 3 final map shall dedicate a 28 foot strip between the tentative map edge and Caltrans Right of Way.
4. Lots 160 through 176 shall include a general access easement to the City for repair and maintenance of the sound wall.
5. Project shall acquire or dedicate 15' maintenance access easements along the north edge of the property (may be on adjacent property) and along the south side of Lot 176. Project shall provide paved PCC access with bollard control to City approved openings in the sound wall for maintenance access.
6. Should, after a good faith effort based on a MAI Appraisal, 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 deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained City shall relinquish balance of funds on hand.
7. Applicant shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map which includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

Wastewater and Sewer Collection System

1. 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.
2. 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.
3. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
4. Applicant shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.

5. Any onsite Septic tanks shall be to county health department standards, prior to the final map within which boundary it is contained.

Storm Water

1. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. 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 Engineer 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 City Standard Specifications and Details. The 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). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan 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.
2. A topographic survey of the entire site and a comprehensive grading 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.
3. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including 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.

4. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from pioneer Avenue to Harry Lorenzo Avenue.
5. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 6 below.
6. Each phase of the project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a City held escrow account). A fair share shall be determined by the following process:
 - A. With the first final map the applicant shall prepare a preliminary design with a cost estimate 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.
 - B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x. 7 for the multi family).
 - C. Then each final map shall pay the amount at time of final map on a per unit basis.
 - D. Upon request the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.
 - E. Cash payments and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the master reimbursement agreement.

Storm Water Quality Control

1. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm water Pollution prevention plan).

2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
3. The Developer shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

Water Infrastructure Conditions

1. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
2. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
3. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, the City may enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.
4. 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 project. 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.
5. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.

6. 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.
7. One Water Sampling Station shall be installed with the first final map.
8. Applicant shall abandon all on site private wells with the demolition of existing structures served by the wells and prior to any final maps in the project prior to final map within which the well is located.

Landscaping

1. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
2. The phase 3 final map in Calwest shall construct the entire sound wall along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.
3. Phase 3 and Phase 4 shall construct 28' landscape strip along western boundaries of their map commensurate with their improvements.

Grading

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations

and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

3. 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.

Fees

1. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
2. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.
3. At building permit issuance the applicant shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.
4. Shall pay \$794 per house for 25A; construction & reimbursement, the fee is due at building permit. (DA Item)
5. Transit Capital fee: Prior to final map or project approval (for non-mapped multifamily) applicant shall pay a \$208 per DUE fee. (DA item)
6. Transit Operation fee: Prior to final map or project approval (for non-mapped multifamily) applicant shall pay a \$35 per DUE fee. (DA item)
7. If a multi family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of \$146 for transit capital and \$25 for transit operation. (DA Item)
8. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

9. If existing buildings are demolished, applicant shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.
10. Applicant shall pay \$150 per lot at final map for the advance planning study for the SR 113 bike overcrossing. (DA Item)

General Conditions

1. Prior to final map the applicant shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
2. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.
3. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. Prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

5. Submit proposed Street names to fire department for approval with a copy to Engineering prior to improvement final map submittal.
6. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study.
7. Public improvements, in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances
8. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
9. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
10. Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.
11. 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.
12. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
13. Prior to recording of the final map, provide evidence of payment for the Habitat Mitigation Fee. This fee is payable to the Yolo County Habitat Conservation JPA, but collected by the City.
14. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
15. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by

the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

16. If greater than 640 S.F., second units shall pay single family dwelling unit development fees.
17. All Second units shall have separate water service and meter
18. Prior to approval of the final map the applicant shall establish a lighting and landscaping district or annex into the Spring Lake Lighting and Landscape district. Improvements included in the district shall include the storm drain detention ponds and ditches, all public lighting, landscaping, and traffic signals.
19. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Marshal Echols, Conservation coordinator, at 661-2063 for more information.
20. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
21. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
22. 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.
23. Project shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds

Fire Department

1. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.

2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.
3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

Building Division

1. The project will be required to conform to the current codes that are in effect at the time of plan submittal.
2. Plans will need to be complete at the time of submittal as the City of Woodland does not accept deferred submittals.
3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration.
4. The project shall comply with FEMA regulations.

Yolo Solano Air Quality Management District

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>).
2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

Recorded at request of:	)
City Clerk	)
City of Woodland	)
	)
When recorded return to:	)
City of Woodland	)
300 First Street	)
Woodland, CA 95695	)
Attention: City Clerk	)
	)

Exempt from filing fees pursuant to Government Code §6103

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND,

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

CAL WEST INVESTORS LLC AND OPTIMISTIC PARTNERS LLC

7.12.13 w/CA edits

DEVELOPMENT AGREEMENT NO. [_____]

This Development Agreement (hereinafter "Agreement") is entered into as of this ____ day of _____, 2013 by and between the City of Woodland, California ("CITY"), and Cal/West Investors LLC and Optimistic Partners, LLC, California corporations (collectively "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan ("Plan") which encompasses OWNER's property, more fully described on Exhibit "A" and shown on Exhibit "B" to this Agreement (Property), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, this Agreement includes the ten acre park and neighborhood commercial site shown on Exhibit B, and Owner agrees to submit an application for its development prior to acceptance of the first final map; and

WHEREAS, CITY and Cal/West Seeds entered into a development agreement relative to the development known as the Cal/West Seeds Inc. 20 acres, which development agreement was recorded in the Official Records of Yolo County on November 4, 2011, as Instrument No. 2011-0030468-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal/West Seeds property would be owned by Cal West Investors, LLC and subject to the Cal/West Seeds development agreement; and

WHEREAS, Cal/West Seeds subsequently sold its 20-acre property to Optimistic Partners, LLC, which currently owns the 20 acres formerly owned by Cal/West Seeds; and

WHEREAS, CITY and Cal West Investors, LLC entered into a certain development agreement relative to the development known as the Cal West Investors LLC 25 acres, which development agreement was recorded in the Official Records of Yolo County on July 20, 2012 as Instrument No. 2012-0023092-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal West Investors property would be owned by Cal/West Seeds and subject to the Cal West Investors, LLC development agreement; and

WHEREAS, OWNER(s) and CITY now wish to enter into an Amended and Restated Development Agreement, which shall replace both the Cal West Investors, LLC and Cal/West Seeds Development Agreements as they pertain to the Property allowing for the construction of a project as described herein ("Project"); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.7 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to

the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.16 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Legal Description of the Property

Exhibit "B" – Map showing Property and its location

Exhibit "C" – Development Plan and Conditions of Approval

Exhibit "D" – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period of 20 years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map

Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations

hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot, and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
5400 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Cal West Investors, LLC
 Attn: Melanie Mathews
 173 Court Street, Suite D
 Woodland, Ca 95695

Optimistic Partners
 Attn: Bill Streng
 1949 Fifth Street, Suite 108
 Davis Ca 95616

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revising the Land Use Regulations pursuant to Government Code section 65866, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, and the 10 acre park and neighborhood commercial parcel, which is the subject of this Agreement,

which result in 176 R-8 units, and a remainder parcel that is zoned for a possible 84 units on the multi-family site.

The Specific Plan indicates that the 2-acre commercial sites shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this

Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY, and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of

such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's property.

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "D", the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to submittal of the first final map and improvement plan package to CITY, provide evidence of the approval of the Department of Fish & Game of a plan for the purpose of Swainson's Hawk habitat mitigation.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan.

4.9 Deferred Administrative Costs. OWNER shall pay any unpaid CITY staff and Technical Advisory Committee costs deferred pursuant to paragraph 3.g of the Agreement for Advance of Costs dated October 18, 1998, including accrued interest, prior to approval of a final subdivision map on the Property.

4.10 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.11 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards, and received approval of such plans by the City Engineer.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to

defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under

this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of a required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any

manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel

this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "D" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 **[reserved]**

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this

Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

Cal West Investors, LLC

By: _____

Its: _____

Dated: _____

Optimistic Partners, LLC

By: _____

Its: _____

Dated: _____

CITY

**CITY OF WOODLAND, a California
Municipal Corporation**

By: _____

Marlin, 'Skip' Davies

Mayor

Dated: _____

ATTEST:

By: _____

Ana Gonzalez

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

STATE OF CALIFORNIA)
)
 COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
 personally appeared _____, proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
 and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Notary Public

STATE OF CALIFORNIA)
)
 COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
 personally appeared _____, proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
 and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
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I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Notary Public

STATE OF CALIFORNIA)
)
 COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
 personally appeared _____, proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
 and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Notary Public

EXHIBIT "A"

(Legal Description of the Property)

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 6 (SIX) COURSES:

- 1) SOUTH 01° 13' 09" WEST, 1320.02 FEET;
- 2) THENCE NORTH 89° 42' 13" WEST, 1023.28 FEET;
- 3) THENCE NORTH 00° 16' 55" EAST, 469.58 FEET;
- 4) THENCE SOUTH 89° 43' 05" EAST, 581.98 FEET;
- 5) THENCE NORTH 00° 16' 55" EAST, 850.00 FEET;
- 6) THENCE SOUTH 89° 43' 05" EAST, 462.88 FEET TO THE POINT OF BEGINNING; AND DESCRIBED IN THAT CERTAIN "CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT," RECORDED AUGUST 8, 2012 AS INSTRUMENT NOS. 2012-0025469-00 AND 2012-0025470-00, RECORDS OF YOLO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

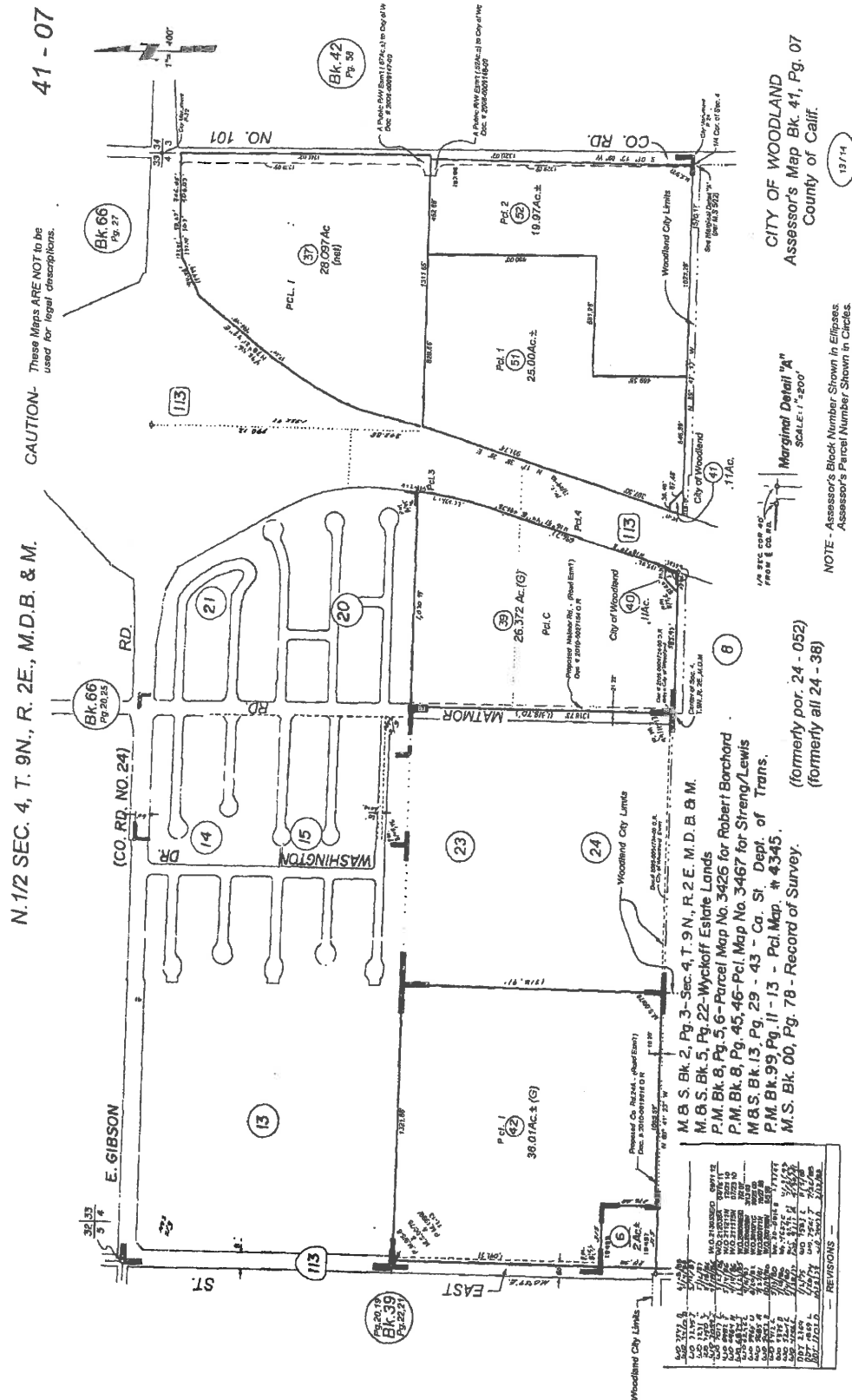
APN: 041-070-052-000 (New, Not Yet Assessed)

APN: 041-070-044-000 (Underlying, Portion Of)

APN: 041-070-046-000 (Underlying, Portion Of)

Order Number: 11670-4219472

Page Number: 8



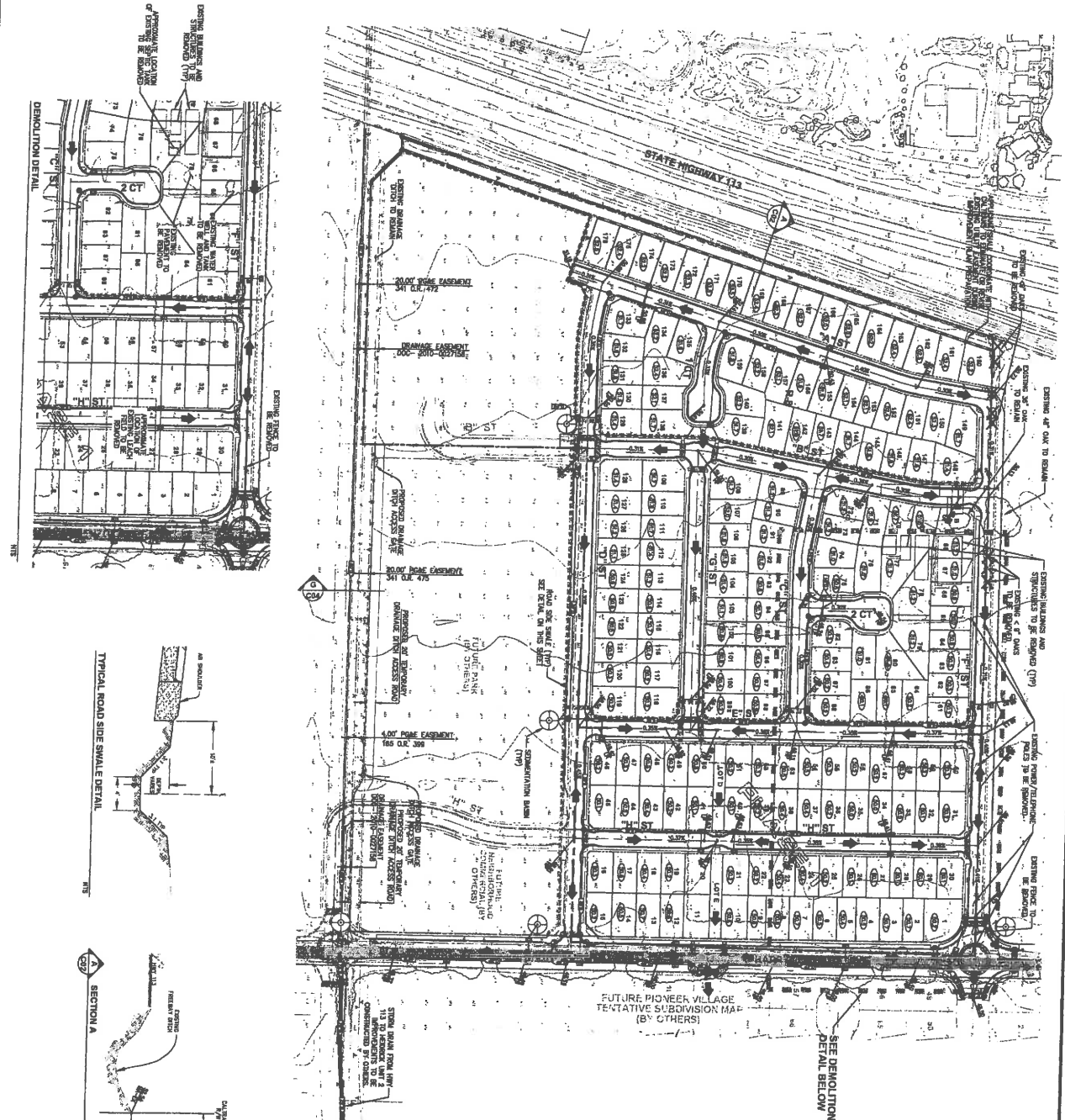
NOTICE

First American Title

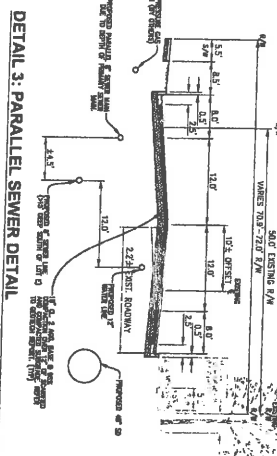
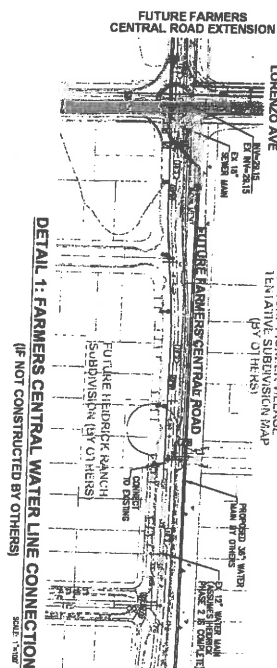
EXHIBIT "B"

(Map of the Property)

Exhibit B



SPRING LAKE SPECIFIC PLAN CAL WEST TENTATIVE SUBDIVISION MAP #4991 GRADING AND DRAINAGE PLAN CITY OF WOODLAND CALIFORNIA		Project Planning • Civil Engineering • Landscape Architecture Sacramento Office • 2120 28th Street, Suite 100 Sacramento, CA 95811 (916) 455-0000 Fax: (916) 455-0001	Date: 07/03/13 Drawn by: [Signature] Checked by: [Signature] Scale: AS SHOWN
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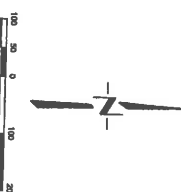
(SEE DETAIL 1 ON THIS SHEET
FOR CONTINUATION)FUTURE FARMERS CENTRAL ROAD
(SEE DETAIL 1 ON THIS SHEET FOR
CONTINUATION)DETAIL 2
SCALE: 1"=40'

NOTES:

1. THIS MAP IS A TENTATIVE SUBDIVISION MAP FOR THE CITY OF WOODLAND, CALIFORNIA. IT IS NOT A FINAL MAP AND SHOULD NOT BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES.
2. THE CITY OF WOODLAND, CALIFORNIA, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.
3. THE CITY OF WOODLAND, CALIFORNIA, IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF THE USE OF THIS MAP.
4. THE CITY OF WOODLAND, CALIFORNIA, IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF THE USE OF THIS MAP.
5. THE CITY OF WOODLAND, CALIFORNIA, IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF THE USE OF THIS MAP.

LEGEND

204	LOT NUMBER
1/2"	EXISTING WATER PIPE AND SIZE
1/2"	PROPOSED WATER PIPE AND SIZE
1/2"	EXISTING FIRE HYDRANT ASSEMBLY
1/2"	PROPOSED FIRE HYDRANT ASSEMBLY
1/2"	EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW
1/2"	PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW
1/2"	EXISTING SEWER MANHOLE
1/2"	PROPOSED SEWER MANHOLE
1/2"	PROPOSED SEWER INVERT ELEVATION
1/2"	PROPOSED SEWER PIPE SLOPE



C03
5

**SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
WATER AND SEWER PLAN**

CITY OF WOODLAND CALIFORNIA



Project Planning • Civil Engineering • Landscape Architecture

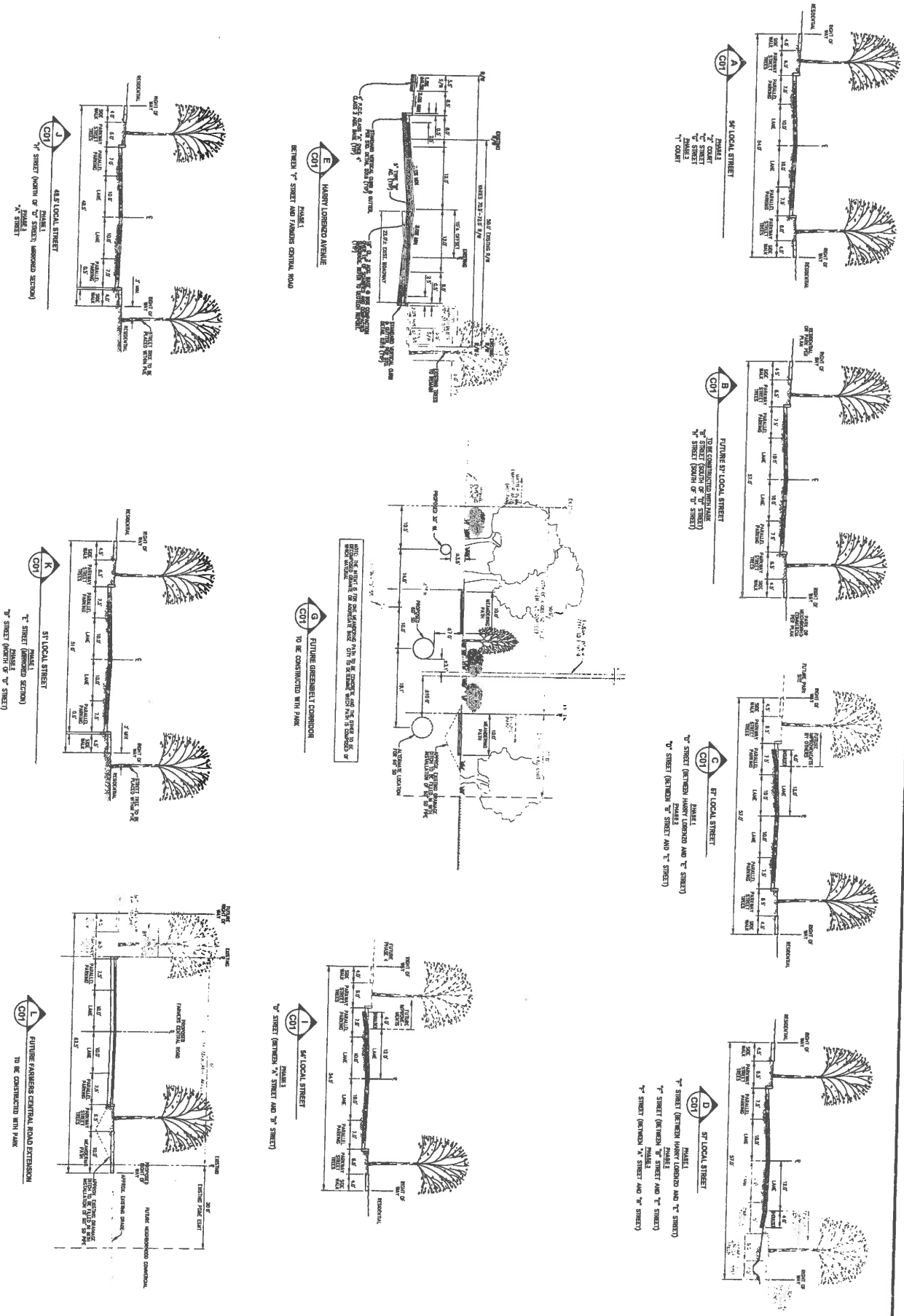
Sacramento Office • Davis Office

2120 220th Street, Suite 200
Sacramento, CA 95811
(916) 455-2020

2840 Spotted Tail Street, Suite 200
Davis, CA 95618
(530) 758-2020

NO.	DATE	REVISION	BY	APP.

DESIGNED BY: **SG/AB**
DRAWN BY: **LE/AB**
CHECKED BY: **SG**
SCALE:
AS SHOWN



SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
SECTIONS

CITY OF WOODLAND

CALIFORNIA



Project Planning + Civil Engineering + Landscape Architecture
Sacramento Office -
2100 29th Street, Suite 700
Sacramento, CA 95811
(916) 455-2025
Davis Office -
2940 Spotted Street, Suite 200
Davis, CA 95618
(530) 786-2025
cecwest.com

DESIGNED BY	SG/AB
DRAWN BY	LE/AB
CHECKED BY	SG
SCALE	AS SHOWN

5
C04

DATE: 07/03/13
JOB NO: 200-40



EXHIBIT "C"

(Development Plan and Conditions of Approval)

In addition to the Conditions of Approval set forth in the body of the Agreement, the Conditions of Approval included in the staff report for the Cal West Tentative Map #4991 – Cal West Investors, LLC and Optimistic Partners, LLC item on the ____, 2013 City Council agenda are incorporated herein by reference and made a part of this Agreement.

Exhibit C

EXHIBIT "D"**(Development Impact Fees)**

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of June 30, 2013, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD	MF
General City	\$794	\$662
Fire	\$1,224	\$917
Library	\$49	\$41
Police	\$1047	\$873
Wastewater	\$5,744	\$4,788
Water	\$527	\$323
Parks--Springlake	\$3,627	\$3,022
Surface Water (a future fee for the development of surface water treatment facilities)	\$2,742	By meter size
Admin	\$160	\$130
Surface Water Administration	\$21	By meter size

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$39,377 and MF \$25,988; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee of \$208.00/DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee of \$35.00
- If a multi-family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of \$146 for transit capital and \$25 for transit operation.
- Spring Lake Offsite Affordable Housing fee of \$1,100 per market rate single family lot.
- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit
- \$794 per house for 25A, construction and reimbursement, the fee is due at building permit.
- \$150 per lot at final map for the advance planning study for the SR 113 bike overcrossing.

STAFF REPORT

PROJECT TITLE: Cal West Tentative Map # 4991 – Cal West Investors, LLC/Optimistic Partners, Spring Lake Specific Plan Tentative Subdivision Map # 4991 and Development Agreement. APN 041-070-044 & 046

APPLICANT/OWNER: Cal-West Investors – Melanie Mathews
Optimistic Partners – Bill Streng
173 Court Street, Woodland, CA 95695

LOCATION: Subject property is located at the northwest corner of Harry Lorenzo Avenue and Farmer's Central Road and east of State Highway 113.

PROJECT PLANNER: Cindy A. Norris, Principal Planner

STAFF RECOMMENDATION: Recommend City Council Approval with Conditions

REPORT FOR: Planning Commission Public Hearing – July 18, 2013

ENVIRONMENTAL REPORT: Previous environmental review and addendum for land use amendment approved on December 14, 2010.

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

PARCEL SIZE: 33.89 acres

GENERAL PLAN: Medium Low Density and Medium Density Residential.

CURRENT ZONING: The Spring Lake Specific Plan - Single Family Residential (R-8), and Multi-Family Residential (R-15)

EXISTING LAND USES: Undeveloped/Fallow Agricultural

FLOOD ZONE: Zone X (Areas Determined to be outside the 500-year floodplain), Flood Insurance Rate Map (FIRM), Community Panel Number 060423-440F, revised April 2, 2002

STREET ACCESS: Harry Lorenzo Avenue and future Farmers Central Avenue

ADJACENT LAND USES & ZONING:

North	Vacant (Oyang Development Inc)	R-5 Residential
South	Vacant (in County)	Master Plan Remainder Area
East	Vacant (Pioneer Village Unit 1 & 2)	R-25 and R-5 Residential
West	State Highway 113	N/A

PENDING/POTENTIAL ACTIONS: That the Planning Commission recommend that the City Council take the following actions:

1. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 4991; and "Conditions of Approval" to be incorporated in to the Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (**Attachment "A"**); and,
2. Approve the Tentative Subdivision Map (TSM#4991) in accordance with the "Conditions of Approval" as presented in this Staff Report (**Attachment "D"**);
3. Adopt Ordinance No. , authorizing the City Council to execute the Project Development Agreement as presented (**Attachment "F"**).

PROJECT SITE DESCRIPTION: The Cal-West Investors Tentative Subdivision encompasses approximately 34 acres and is located north of the future extension of Farmer's Central Road and west of Harry Lorenzo Avenue and east of the State Highway 113. The map includes the 5.61 net acre R-15 multi-family site as a remainder parcel (a certificate of compliance will be required for future development on this site). The proposed subdivision map is located north and west of the proposed future eight acre park and two acre neighborhood commercial site. APN: 041-070-046 and 044.

BACKGROUND: On December 14, 2010, a Specific Plan Amendment to rezone land uses for the overall Cal West Project site, encompassing 44.97 acres, and a Development Agreement was approved by the City Council. The entire Spring Lake Specific Plan area had been pre-zoned under Ordinance No. 1346, adopted July 2, 2002. The applicant's Specific Plan Amendment included the relocation of the 8-acre park and 2-acre neighborhood commercial land uses south to the northwest corner of Harry Lorenzo Avenue and Farmer's Central Road and elimination of the 10-acre elementary school site. The 15-acre R-5 single family residential sites were eliminated, and the single family R-8 and multi-family R-15 sites were increased in size. The multi-family units on the R-15 site total approximately 84, with 173 units proposed within the R-8 density. On August 6, 2012, a lot line adjustment was approved to modify the parcel lines to accommodate the park and neighborhood commercial as a single parcel with a remainder portion of approximately 8.9 acres of residential R-8 designated land, creating a parcel totaling 19.97 acres in size. Tentative Parcel Map 5003 was approved on July 19, 2012 by the Planning Commission to subdivide the resulting 19.97 acre parcel into two large lots for purposes of sale, allowing separation of the park and neighborhood commercial site from the residential site.

PROJECT PROPOSAL: The Cal West Investor/Optimistic Partner's project application request is for approval of a Tentative Subdivision Map #4991 and Development Agreement Amendment. The requested map will encompass 34.43 acres of the 44.97 acres of land in the original Cal West rezone project area. The project proposal includes 28.94 gross acres of land developed as single family R-8 in

three phases, 0.88 acres in a buffer and access easement as Lot A and 0.10 acres as Lot B a mini-park and oak tree preservation dedication, as well as approximately 5.61 gross acres as a remainder parcel of multi-family designated R-15 land. This leaves approximately 10 acres of land designated as future park (8 acres) and neighborhood commercial (2 acres). (**Attachment “D”**)

TENTATIVE SUBDIVISION MAP

The City of Woodland’s Subdivision Ordinance, Section 21-4-6 Phasing Plan, outlines the requirements for phasing of tentative maps. The current project proposes to split the subject map into four phases. Phase I is 9.31 net acres and 60 single family units, Phase II is 11.00 acres and 68 units, while Phase III is 7.20 net acres and 48 single family units. The remainder parcel encompasses the 5.61 net acres of R-15 designated property with an estimated future development of 84 units. (**Attachment “D” – Subdivision Map**). This map will provide for a density at the lower end of the range allowed under the R-8 category (6 to 8 dwelling units/acre). Phases I -III will have a combined density of 6.40 dwelling units per acre.

The development proposes 176 R-8 lots with lot widths ranging from 40 to 85-feet with an average 52-foot lot width. This meets the minimum requirements of Table 2.4, Spring Lake Specific Plan Area Requirements for Lots. Lot depths range from 74 to 100 feet with an average 89 foot lot depth. The lot sizes range from 3,400 square feet to 7,431 square feet with an average of 4,734 square feet. The R-15 site will be developed at a future time and will require site design and architectural review by the Planning Commission.

Lot layout is generally consistent with neo-traditional qualities as identified in the plan and will provide homes that primarily front on to local streets or side on in a few cases. The project map also provides for homes to front on to the proposed future park. Street layout is primarily gridded with only 6.4 percent of the lots in cul-de-sacs.

Infrastructure:

Project access will be primarily from the collectors Harry Lorenzo Avenue and Farmers Central Road to future local streets “D” and “F”. The development will provide for the partial improvement of the perimeter collector street, Harry Lorenzo Avenue. The existing 50 foot right-of-way and 22-foot wide existing paving, will be expanded to 72-feet right-of-way with 40 feet of pavement, curb and gutter provided on both sides and sidewalk and landscaping on the west side. The project will construct the entire street section except the east side landscaping and sidewalk. The development will construct the remaining local streets. “D” Street, adjacent to the future park, will be fully constructed, to include curb, gutter, sidewalk and landscaping on both sides. In order to construct “F” Street, the applicant will be required to obtain right of way from the adjacent northerly property (Oyang).

Two roundabouts at Harry Lorenzo Avenue and “F” Street and Harry Lorenzo Avenue and Farmers Central Avenue will be constructed with the first phase. Two subdivision trails have been provided to connect Harry Lorenzo Avenue to the internal streets and to break up the block length on streets “E” and “H”.

The project is required to construct a 10-foot high sound wall along the west property boundary, adjacent to Highway 113. A 28-foot landscape setback, shown as Lot “A”, has been provided between the Caltrans ROW edge and the back of the homes (sound wall location). Lot “A” will be within the City’s Landscape and Lighting district, which funds maintenance of landscaping and sound walls. The

setback provides sound, visual and air quality buffering to the adjacent lots. The entire length of the project sound wall shall be constructed at one time, with the Phase III final map, including the portion of the wall on the remainder multi-family lot. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of final map for Phase III.

In order to accommodate the 28 foot landscape setback along the freeway edge, as described above, the project design has been modified to allow curb adjacent sidewalks on one side of the north-south local streets. This modification has allowed the project to maintain the lot count and minimizes reductions to lot width or depth. Staff recommends approval of this sidewalk modification in this instance in order to both provide benefit to lots at the west boundary and to provide for an enhanced visual treatment along SR 113.

The property has one significant Heritage Oak Tree located on site and a second Heritage Oak tree located just to the north. Lot "B" has been set aside as a future dedicated mini-park to preserve the existing on-site tree. Future road improvements to the north side of the project will be designed to the extent possible to preserve the Oak tree located just off-site. Prior to issuance of the grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans to indicate measures that will be taken to protect the trees during construction.

The proposed future park and neighborhood commercial parcel, located southeast of the tentative subdivision is not included as a part of this map application. However, to ensure adequate future improvements including access and bike path design, key development considerations have been included in the Development Agreement Conditions of Approval. In particular, conditions relating to timing and level of construction of roadways adjacent to the park and possible future land configuration have been included. A condition has been added, such that the applicant is required to prepare a master land use concept and possible rezone to consider an alternate land use configuration. That park site would be a complete rectangle and the location for the park site would be configured to allow for a more efficient development of the remaining two acres of land. The analysis will evaluate the location and viability of the two acre commercial sites within the plan area and whether they should be rezoned to residential land.

DEVELOPMENT AGREEMENT

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements in Woodland, These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers. A simple Development Agreement (DA) was entered into as part of the Specific Plan Amendment in 2010 in order to establish the zoning and densities. A revised Development Agreement with updated Conditions of Approval is required in conjunction with review and approval of this project application and Tentative Subdivision Map.

APPLICABLE LAWS, CODES, AND ORDINANCES: The project is subject to several laws, codes, and ordinances:

- The California Environmental Quality Act (CEQA)

- The City of Woodland General Plan (including the Housing Element)
- The City of Woodland Zoning and Subdivision Ordinances
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan

PUBLIC NOTIFICATION: Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

1. Legal notice was published in the Woodland Daily Democrat on or before July 8, 2013.
2. Notices were mailed to all property owners within 500 feet of the project site on July 5, 2013.

Copies of the staff report for the proposed project have been on file at City Hall since July 12, 2013. The public notice was sent to the current Spring Lake developers.

PREVIOUS ACTION TAKEN (to amend the SLSP): On December 18, 2001, the City Council adopted the Spring Lake Specific Plan (SLSP) (Resolution No. 4330). The SLSP has since been amended seven (7) previous times:

- a. November 19, 2002 (Resolution No. 4399) to address the Settlement Agreement and various staff-identified errata;
- b. December 17, 2002 (Resolution No. 4406) to address changes to the Plan requested by Spring Lake Planning Group LLC;
- c. October 19, 2004 (Resolution No. 4583) to address additional changes to the Plan requested by Spring Lake Planning Group LLC; and
- d. February 27, 2007 (Resolution No. 4807) to amend the Spring Lake Specific land use designations and Table 2.4 requested by the proposed Reynen & Bardis-Spring Lake Central Development Project.
- e. November 16, 2010 (Resolution 5147) to amend the Spring Lake Specific Plan to remove reference to the Gibson Road Bike/Pedestrian overcrossing and the Class 1 bike path south of Gibson Rd between Pioneer High School and Woodland Community College.
- f. December 14, 2010 (Resolution No 5160) to amend the Spring Lake Specific Plan land use designations to relocate the neighborhood commercial and park site on the Cal West property, eliminate a school site and R-5 single family acreage and increase the R-8 and R-15 acreage.
- g. March 19, 2013 (Resolution No 6118), to amend the Spring Lake Specific Plan to rezone a 10 acre school site and 6.22 acre multi-family R-20 site (16-20 dwelling units per acre) to Residential Single Family R-8 (6-8 dwelling units per acre).

CEQA CLEARANCE: On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearing House Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council subsequently adopted several CEQA Addendums to the Turn of the Century EIR. Pursuant to Government Code Section 65457(a), any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a specific

plan for which an environmental impact report has been certified after January 1, 1980, does not require additional CEQA review. Addendums prepared include:

- a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP;
- b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata;
- c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC;
- d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property;
- e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request form the Spring Lake Planning Group LLC);
- f) Addendum #6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis);
- g) Addendum #7 (Resolution No. 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); and
- h) Addendum # 8 (Resolution No. 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site).
- i) Addendum #9 (Resolution No. 6117) adopted March 19, 2013 for the purposes of amending the Plan based on a request by ALC IV Woodland Spring Lake, LLC to modify land use designations and rezone a school site, amend the Housing Element list of available sites.

Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, and in the Addendum prepared December 14, 2010, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects which have not already been analyzed.

The SLSP requires that each development application include certain project-level and property-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan. The following studies have been submitted with the subject application in fulfillment of these requirements (SLSP, Development Regulation 2.4 and page 9-1):

- Biological Resources Assessment, Foothill and Associates June 15, 2011 (Development Regulation 7.1).
- Cal West Tentative Map Traffic Impact Study, Ferh and Peers, (SLSP Development Regulation 4.10, 4.11 and Mitigation Measure 4.6-1).
- Environmental Noise Assessment, Bollard Acoustical Consultants, Inc July 19, 2011 (SLSP, Development Regulation 2-4 and page 9.1).
- Cultural Resources Inventory, Peak and Associates, Inc, May 31, 2011, (SLSP Development Regulation 2-4 and page 9.1).
- Arborist Report, Foothill Associates, June 14, 2011
- Phase I Environmental Site Assessment, R.S. Holdstock R.E.A, February 24, 2006, (SLSP Mitigation Measure 4.12-1).

- Geotechnical Engineering Investigation, Geocon Consultants, Inc. May 2011, and updated February 15, 2013.
- Water modeling to determine adequate fire flow, West Yost, July 2013.

City staff have reviewed each of these studies and reached the following conclusions: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the study have been included as Conditions of Approval for this project; c) the studies identify no environmental circumstances specific to the site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

Specific conditions have been added to the project with regard to tree preservation and noise mitigation.

Tree Preservation

An Arborist report for the site was prepared on June 14, 2011. The City regulates impacts to or removal of trees under Section 20A of the Municipal Code. Trees are defined as any woody plant with a trunk of 6 inches or more in diameter at breast height (54 inches above grade). Applications for new development must include a program for the preservation of the street trees, heritage, specimen and landmark trees and trees with aesthetic value. Replacement planting is required for each heritage, specimen and landmark tree removed at a rate of four 15-gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Mitigation for removal of street trees is at a rate of two 15-gallon trees for each six inches removed.

The report identified a total of five trees, consisting of three Valley Oaks, one California Fan Palm, and one Canary Island Date Palm on the project site. An additional 16 Valley Oaks are located adjacent to and overhanging the project site. None of the trees were recommended for removal. Tree #37 in the report was identified as a Heritage Tree. One tree located off site, to the north was also identified as a Heritage Tree.

Based on the identification of the two Heritage Oak Trees, staff has worked with the applicant to the extent possible to preserve these two trees. Tree #37 will be preserved on Lot B, which has been set aside for this purpose. Further, efforts will be made in evaluating street improvement plans to attempt to preserve the Heritage Oak tree located north adjacent to the project site.

A condition has been placed on the project with regard to the Lot B:

The oak tree on Lot B, shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Prior to approval of the final map which dedicates Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000

Noise

A Noise analysis for the site was conducted on March 28 and 29, 2011, to evaluate the potential future noise impacts associated with the SR 113. The findings were compared to the City's required General Plan Noise standards, which provide for a maximum 60 dB Ldn/CNEL within outdoor activity areas (backyards). A level of 65 dB Ldn/CNEL may be allowed assuming that all reasonable/feasible noise-mitigating construction (sound wall) has been included, and interior noise exposure criterion are met. Unmitigated noise on lots closest to SR 113 would be approximately 74 dB Ldn/CNEL. A barrier height of 10 feet from pad grade, would satisfy a conditionally acceptable noise level standard of 65 dB

Ldn/CNEL. Further, the additional setback of 28-feet for the lots from the Cal Trans Right of Way line will further mitigate noise and air quality concerns.

These studies and consistency determinations provide the substantial evidence to show that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA Mitigation Measures. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA documentation is required for the City to take action to approve this project.

GENERAL PLAN CONSISTENCY

The Spring Lake Specific Plan (SLSP) has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP. The project, with the proposed conditions of approval, Development Agreement and tentative subdivision map phasing, have been determined by staff to be consistent with the SLSP and General Plan.

SPRING LAKE SPECIFIC PLAN CONSISTENCY

In order to assess project consistency with the SLSP, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Plotting Plan to the extent applicable) and to the various implementing documents of the SLSP. The proposed Development Agreement and tentative subdivision map have been determined by staff to be consistent with the SLSP.

Spring Lake Specific Plan Design Standards

The SLSP Design Standards adopted May 20, 2003, identify minimum design requirements for development within the Spring Lake area including architectural requirements for the homes, and landscaping requirements for public improvements. A condition has been added that requires future development, within the project to complete Design Review as required by the Spring Lake Design Standards.

ZONING ORDINANCE CONSISTENCY

The proposed project as conditioned is consistent with the City's Zoning Ordinance.

Community Design Standards: Requirements for community design have been established per the SLSP Design Standards. SLSP area is excluded from the Community Design Standards, unless the language in the specific plan is ambiguous or silent. At that point, the Community Design Standards will take effect.

SUBDIVISION ORDINANCE CONSISTENCY

Phasing - The subject site that is part of the Tentative Map application is comprised of two parcels totaling approximately 34 acres. The applicant proposes to subdivide the property into three phases and a remainder parcel with Phases I, II and III developed at an R-8 density and the remainder parcel at an R-15 density. The parcel located south east of the subdivision totaling ten acres, including eight acres designated Neighborhood Park and two acres neighborhood commercial site, are not a part of the proposed Tentative Subdivision map. (**Attachment "D"-- Tentative Subdivision Map**).

Lot Development – The R-8 lots have lot widths ranging from 40 feet to 85 feet with an average 52 foot lot width. This meets the minimum requirements of Table 2.4 which requires a 40 foot minimum and 45 foot average.

The proposed R-8 lots range in size from 3,400 to 7,431 square feet with an average lot size of 4,734 square feet. Lot depths range in size from 74 to 100 feet with an average of 89 feet.

Circulation - The proposed circulation pattern consists of two Collector Streets: Harry Lorenzo Avenue, which is a north/south collector to the east and Farmers Central Road, which is an east/west collector connecting the eastern portion of Spring Lake to the project.

Primary access to the subdivision is proposed at Harry Lorenzo Avenue which has a right of way width of 70.9 to 72-foot right-of-way and new east/west streets “D” and “F”. These streets would meet the standard SLSP 57-foot right-of-way. .

Infrastructure:

The project is consistent with the SLSP Capital Improvement Plan and Infrastructure Plans adopted June 22, 2004.

Water – Water service will be brought into the property via two 12-inch connections. Water supply for this development will come from existing wells and a new well being constructed as part of the SLSP development and future surface water project. Water modeling has been conducted by West Yost in order to verify that 12 inch lines will provide adequate fire flow.

Sewage – Infrastructure to convey wastewater will be constructed for the project to connect to the SLSP’s City’s Wastewater Treatment plant located east of County Road 102. A central pump station exists at the intersection of Farmers Central and Mickle Avenue.

Sewer lines already exist along Farmer’s Central Avenue flowing east and are proposed for Harry Lorenzo Avenue flowing south to the Farmers Central Line. Service will be brought into the property via two 8-inch connections proposed at the proposed intersection access points.

Storm Drainage - For the entire SLSP and Master Plan Remainder Area (MPRA), the east regional detention pond has been constructed east of County Road 102.

Consistency with Other Land Use Plans: The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

REVIEW AGENCY COMMENTS: The application was circulated for review by agencies of jurisdiction. Comments that were received from Fire, Development Engineering, and Public Works have been incorporated as Conditions of Approval.

STAFF ANALYSIS: Staff supports this project based on Findings of Fact and Conditions of Approval as presented in **Attachment “A” - Findings of Fact and Conditions of Approval**. The following analysis addresses key areas of the Spring Lake Specific Plan’s policies and regulations. A

summary analysis of the SLSP policies and regulations is provided below for Planning Commission and City Council consideration.

Spring Lake Specific Plan Consistency: In order to assess project consistency with the SLSP, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program.

Key areas of review include the following:

Density – The SLSP establishes both maximum and minimum density for each land use category. For the R-8 category the minimum is six dwelling units per acre (du/ac) and the maximum is eight du/ac. Acreages are already “net”, meaning that arterials, collectors, and plan-level (as opposed to project-level) open space have been deducted from the gross acreages. Local streets and subdivision trails have not been deducted. The net density for the project is 6.4 dwelling units per acre.

Affordable Housing Discussion – The Spring Lake Affordable Housing Plan requires that all residential projects provide certain percentages of units that are affordable to low and very low-income households. As proposed, 176 single family homes are proposed, of which 18, or 10-percent, will be required to as affordable to low-income households. The estimated number of units on the R-15 site is anticipated at 84. This would result in 17 very low and 9 low income units required

Inclusionary Housing Agreement - Prior to the City approving the applicant’s Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP).

Size and Design of Affordable Units - As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units. However, recognizing the need for larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is desired. Also, affordable units shall have similar numbers of bedrooms as the market rate units in the same zoning district, and at similar proportions as the market rate units, as approved by the City’s Housing and Redevelopment Staff.

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.

Cul-de-Sac Calculation – Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. The proposed subdivision provides 6.4 percent cul-de-sac.

Block length – Development Regulation 2.34 and Table 2.4 lists the maximum block length as 600 feet with the goal of 10 homes on one side of the street. The overall street length on “A” Street is approximately 900 feet. This is due to the project constraint of being located adjacent to the SR 113 to the west. In order to mitigate for the extended block length on the west side of Street “A”, a condition of approval has been added to state that, *the home designs along Street “A” shall be designed to have*

significant variability in terms of front setback, mix of one and two-story, and building architectural frontage design. All homes along this stretch from extending from lot 160 to 176 shall have either a full usable front porch or a separated front patio extension with low walls.

Street Loading – Development Regulation 2.31 requires homes to face a local residential street, two-lane collector, court or private street. Only the rear or side property lines may abut arterials and only side or front of units may abut collectors or greenbelts. The project design as proposed meets these requirements.

Lot Width Variation - Development Regulation 2.35.5 requires lot width variation. The intent of this regulation is to provide variation within a subdivision block. Lots in the subdivision vary from 40 to 85 feet with an average of 52 feet.

Entry Sign – Per the Spring Lake Design Standards 1.6.2, the applicant has been conditioned to provide a neighborhood entry sign at the corner of “D” Street and Harry Lorenzo Avenue.

Bicycle / Pedestrian Access – Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. Subdivision trails are internal trails required to improve pedestrian and bicycle circulation and provide increased connectivity to the planned SLSP multi-purpose trail system. They also act as separators between homes on blocks that contain more than 10 homes in a row. Subdivision trails are required to be a minimum of 25 feet in width and landscaped. The project contains subdivision trails to provide access from Harry Lorenzo Avenue internal to the site.

Tree Preservation. Based on an arborist report prepared by Foothill and Associates, two existing Heritage Oak trees were identified are recommended for preservation.

It has been recommended and conditions added to require that the oak tree on Lot B, shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Prior to approval of the final map which dedicates Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000. Further, the Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The “F” Street cross section may be modified, subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that locations, etc...) The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

Park Development trigger – Development Regulations 5.1, 5.11.1, and 8.2 (as amended by the SLSP Settlement Agreement) establish two triggers for the required construction of neighborhood parks:

1) 60 percent build-out of each neighborhood; and 2) per various dwelling unit thresholds. Regarding the first trigger, neighborhood development is defined on page 2-10 of the SLSP. The subject subdivision is located in Neighborhood A. Presently, 60% build-out has not been achieved. .

Regarding the second trigger, the first neighborhood park is triggered by the issuance of a building permit for the 650th dwelling unit equivalent (DUE), the second neighborhood park is triggered by the 1,950th unit, and the third neighborhood park is triggered by the 3,250th unit. Park construction is subsequently required to be completed within 15 months. Each single-family unit is one DUE and multi-family units are 0.66 DUE. Number of permits issues to date are 1,015 single family and 200

multi-family, or a DUE amount equivalent to 1,147 DUE units. An additional 803 building permits will be required to trigger the park construction. With consideration of prior and recent project approvals, including this project site, the following permits can be expected in the near future (98 SF Heritage Unit 4; 108 SF Parkview; 104 SF Heidrick Phase II; 94 SF Solara Ranch; 241 Merrit Murphy and 173 Cal West) totaling 818 units.

Park Design – The future park site is not a part of the proposed tentative subdivision proposal. However, the future park and neighborhood commercial sites are both contained within the original Development Agreement for the site rezone in December 2010 and development of the map will impact development of the future park site. Conditions have been added to address access, by requiring full construction of the road to the north of the park site “D” Street, including curb, gutter, and sidewalk and landscaping.

While specific details for the park have not been designed, there is a desire to develop a master layout of the park and adjoin properties. Of additional concern is the viability of the two acre commercial sites in this location and elsewhere in the Plan. In order to address these future master plan issues, the city is requesting that prior to the first final map approval that the applicant either submit an application to evaluate the park and neighborhood commercial uses, or funding toward a future analysis of this issue.

Energy Efficiency – The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25 which requires that five (5%) percent of all units to have roof photovoltaic energy systems or other alternative energy system.

Water Conservation Ordinance – The project shall comply with the State Water Conservation Ordinance. This applies to all yard and public landscaping.

Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining.

Freeway Sound wall - A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be at least 10 feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot “A” and shall be a minimum of 28-feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to issuance of permits. Landscape and sound wall will need to be bonded for and are included in the public improvements and are eligible for SLIF fee credits

Building Unit Allocation Program – In order to ensure that the City will maintain an average annual growth rate of 1.7 percent citywide and still meet development needs, the SLSP required the development of a Unit Allocation Program (SLSP, page 8-3). The Building Unit Allocation (BUA) Ordinance (Ordinance No. 1343, adopted April 16, 2002). The BUA Ordinance was subsequently amended on March 19, 2013. In accordance with the Ordinance revision, the applicant will be required to submit a request for BUAs prior to issuance of final maps. 158 BUAs would be required for market rate single family units.

Agricultural Land Mitigation Program and Hawk Mitigation Requirements: Pursuant to the SLSP Agricultural Land Mitigation Program, CEQA Mitigation Monitoring Plan, and Settlement Agreement, the applicant must preserve ± 44.97 acres of equivalent agricultural land and Swainson hawk foraging land in an area proximate to the SLSP.

Mitigation Monitoring Plan: The SLSP MMP is contained in Appendix A of the SLSP. As conditioned, the subject project is consistent with all requirements of the Mitigation Monitoring Program.

Consistency with Other Land Use Plans: The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

Zoning Consistency:

Lot Coverage - The maximum lot coverage is 50 percent.

Parking – Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio is 2 parking spaces per unit. The proposed parking must conform to minimum standards. Lots with second units must comply with SLSP Design Standard 2.10e, which requires 2 additional parking spaces.

Community Design Standards: Requirements for community design have been established per the SLSP Design Standards. Spring Lake Specific Plan area is excluded from the Community Design Standards, unless the language in the specific plan is ambiguous or silent. At that point, the Community Design Standards will take effect.

Appeals: Any interested party, including the City Council, any individual City Council Member, or the City Manager, dissatisfied with the decision of the Planning Commission may appeal the decision to the City Council within ten (10) days after the action of the Planning Commission. No conflict of interest shall exist solely by reason of the filing of the appeal by the City Council, an individual City Council Member, or the City Manager. Any such appeal shall be filed with the City Clerk and, except an appeal by the City Council, a Council Member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. Upon filing of an appeal, the City Clerk shall set the matter for a hearing. Such hearing shall be held within thirty days after the date of filing the appeal. Within ten days or at its next regular meeting following the conclusion of the hearing, the City Council shall render its decision of the appeal.

RECOMMENDATION:

Staff recommends approval of the project by making an affirmative motion as follows:

I move that the Planning Commission recommend approval of the Cal West Investors/Optimistic Partners project to the City Council based on the identified Findings of Fact and subject to the Conditions of Approval, by taking the following actions:

1. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 4991; and "Conditions of Approval" to be incorporated in to the Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (**Attachment "A"**); and,

2. Approve the Tentative Subdivision Map (TSM#4991) in accordance with the “Conditions of Approval” as presented in this Staff Report (**Attachment “D”**);
3. Adopt Ordinance No. , authorizing the City Council to execute the Project Development Agreement as presented (**Attachment “F”**).

ATTACHMENTS:

Attachment “A”	Findings of Fact and Conditions of Approval
Attachment “B”	Statement of Justification and Application
Attachment “C”	Location Map
Attachment “D”	Tentative Subdivision Map
Attachment “E”	Arborist Report and Noise Report
Attachment “F”	Development Agreement

ATTACHMENT A

**FINDINGS AND CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT
INCLUDING TENTATIVE SUBDIVISION MAP # 4991, DEVELOPMENT
AGREEMENT, AND: (As approved by the Woodland _____).**

July 12, 2013

FINDINGS

CEQA Findings:

1. On August 15, 2000 the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC); and f) Addendum # 6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); and g) Addendum # 7 (Resolution No 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors LLC to remove a bike overcrossing and path); and h) Addendum # 8 (Resolution No 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors LLC to modify land use designations and rezone a school site; and i) Amendment # 9 based on a request by Parkview by ALC IV Woodland Spring Lake LLC for the purposes of amending land use designations to rezone a former school site and multi-family site to single family R-8.
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.

Spring Lake Specific Plan Consistency Findings:

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.
2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7 based on language in Section 4.29 of the Development Agreement which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.
7. This project represents a unique situation in which an additional buffer from the freeway has been required, thereby affecting lot layout and density. In order to maintain the lot density and to provide an enhanced aesthetic appearance on SR 113 and to provide a significant buffer for noise and air quality purposes, modifications to the sidewalk location on the north south oriented local streets to allow one side to have curb adjacent walks have been allowed in this case.

Zoning Consistency Findings:

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-8 Specific Plan land use categories.
2. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

Tentative Subdivision Map Findings:

1. The tentative map is consistent with the goals and policies of the General Plan and Specific Plan.
2. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.
3. The tentative map is in conformance with the Subdivision Map Act.

Findings Related to Community Design Guidelines:

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

Findings Related to Other Regulatory Requirements:

1. The project substantially satisfies the relevant requirements of the City's Standard Specifications and Details.
2. The project substantially satisfies the Infrastructure Master Plans for streets, water, sewage, and storm drainage.
3. The Development Agreement satisfies the City's Development Agreement Resolution and the requirements of State law.

CONDITIONS OF APPROVAL FOR THE CAL WEST INVESTORS Tentative
Subdivision Map #4991 and DEVELOPMENT AGREEMENT

Conditions of Approval: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated):

General Conditions

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the [REDACTED] City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions and environmental documents.
2. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names

of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency with and including site plan, landscaping, and improvement plans, prior to submittal for review.
8. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that ten percent (10%) of all multi-family units be affordable to Low-income households and that twenty percent (20%) of the units to be affordable to very low income households, or that twenty five percent (25%) of the units are affordable to Very-low income households.. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. The total number of affordable multi-family units will be determined at the time a development application is submitted.
9. Concurrent Construction. The affordable single family units shall be dispersed throughout the project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If the Developer

desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.

10. Inclusionary Housing Agreement. Prior to the City approving the applicant's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
11. SLSP AHP Compliance. Prior to approval of the map(s), the OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots.
12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid for each single family market rate unit.
13. Affordable Unit replacement site. With respect to the currently zoned R-15 multi-family property, located east of SR 113 designated as a remainder parcel, any low or very-low income units that may be lost as a result of either the parcel being built out at a lower than maximum density or a possible rezone to a lower density, may be deemed as replaced with the units that may be developed as a result of the proposed future development of the Heidrick Phase I, R-25 site (Mutual Housing). However, only those units for which building permits have been pulled on the R-25 site, may be considered as potential replacement units and only if they are in excess of the minimum number of affordable units required for the R-25 multi-family site, (13 low income units and 25 very low income or 32 very low income units).
14. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and the developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. A developer of a for-sale residential project may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be infeasible to the satisfaction of the Community Development Director. Affordable, for-sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.
15. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
16. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including

transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

17. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
18. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.
19. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
20. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.
21. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.
22. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period,

the subdivider shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

1. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.
2. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.
3. Fee Credits Any financing method employed which would allow additional proceeds to be raised to pay back the First Release Property Owners, would then allow OWNER to use the fee credits associated with the Community Facilities District.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
2. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment

extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

3. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.
4. Energy Efficiency. All building designs shall be designed to meet and are recommended to exceed energy efficiency
5. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
 - Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
6. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. Shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.
7. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
8. Tree Preservation and Replacement Planting

- Replacement. In accordance with Section 20A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees on and adjacent to the project site:
 - A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
 - B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
 - C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.
 - Preservation. The City’s Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans which shall indicate measures to be taken to protect the trees during construction.
 - A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Park amenities shall be provided and design approved prior to acceptance of the final map which dedicates Lot B.
 - B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000.
 - C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The “F” Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that locations, etc...)
 - D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.
9. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public

utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).

10. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
11. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.
12. Compliance with State Water Conservation Ordinance. The project shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
13. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A shall be 28 feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. Landscape and sound wall will need to be bonded for and are included in the public improvements and are eligible for SLIF credits
14. Sound Wall Landscaping. Landscaping shall be provided in accordance to 6.2.1 (d) to help screen the wall, minimize graffiti and shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or redwoods depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved prior to issuance of permits for the wall. Landscaping shall be installed with the Phase 3 final map.
15. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.

16. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.
17. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
18. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. A sign shall be provided at the north west corner entry of Harry Lorenzo Avenue and "D" Street consistent with SL Design Standard 1.6.2.

A design specification for this signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit in Phase I.
19. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
20. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
21. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.
22. Multi-family Development. Multi-family development shall comply with the Spring Lake Specific Plan and Design Standards including Development Regulations 2.35 (Multi-family Attached Rental Development), 2.35.7 (R-15 Façade Requirements).
23. Bike Parking. Bicycle parking for multi-family units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicle spaces, or to the satisfaction of the Community Development Department. Bicycle parking shall be highly visible, in a secure location, and to the greatest extent feasible, located in a covered area.

24. Future Park and Rezone Application. The Specific Plan indicates that the 2-acre commercial sites within the Plan area shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

SLSP Mitigation Measures:

1. Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan and with the requirements specified in the Environmental Noise Analysis prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011.
 - A 10-foot tall noise barrier should be constructed along the western property line of the project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers should be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with City noise standards. Final design and wall height to achieve adequate protection shall be determined at the time of the final Phase 3 grading plan submittal.
 - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
 - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
 - Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found,

then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant prior to final map approval consistent with 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.
5. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that he proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc May 2011 – Geocon project no s9574-06-01)
7. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
8. Mosquito Vector Control. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
9. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
10. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
11. Off site improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.

12. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)

Engineering Development Services

Roadways

1. Regarding "E" Street between phase 1 and phase 2 and "B" Street road between 2 and 3 and "D" Street between phase 3 and phase 4. The road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).
2. Streets fronting the park: Phase 1 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("D" Street). Phase 2 shall construct a full section of curb, gutter, sidewalk, and landscaping of Street opposite the park ("D" Street). Phase 4 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("B" Street). This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.
3. Applicant shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.
4. Unless constructed by others project shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer.
5. Unless constructed by others, project shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of the Harry Lorenzo Drive to its southerly terminus.
6. Unless constructed by others the project shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. The third party reimbursement agreement shall be completed prior to the approval of the final map.

7. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path. Path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of the City. At a minimum, the corridor shall include a 10 foot path shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing. Furthermore, design of the bikeway shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. Timing of the landscaped bike path corridor may be deferred until the development of the remainder parcel provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a City held escrow account. A fair share shall be determined by the following process.
 - A. With the first final map application the applicant shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate for landscaped bike path shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.
 - B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x .7 for the multi family).
 - C. Then each final map shall pay the amount at time of final map on a per unit basis.
 - D. Upon request, the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner. (MF site).
 - E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the master reimbursement agreement.
8. Prior to approval of the first final map the applicant shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. Plan shall generally conform to recommendations made in the traffic study. Traffic calming features may

vary from those shown on the tentative map. Applicant shall construct components of the traffic calming plan as part of the public improvement program.

9. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.
10. With first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive the applicant shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.
11. With the phase one and two final map improvement plans, details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.
12. Project shall provide paved access with bollard or gate control to City approved openings in the sound wall for Maintenance access. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.
13. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.
14. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

Easements and Right of Way

1. A seven (7) / ten (10) foot adjacent to monolithic sidewalk foot public utility easement back of (separated) sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
2. 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. Final determination of Right of Way Requirements shall be made by the City Engineer.

3. Phase 3 final map shall dedicate a 28 foot strip between the tentative map edge and Caltrans Right of Way.
4. Lots 160 through 176 shall include a general access easement to the City for repair and maintenance of the sound wall.
5. Project shall acquire or dedicate 15' maintenance access easements along the north edge of the property (may be on adjacent property) and along the south side of Lot 176. Project shall provide paved PCC access with bollard control to City approved openings in the sound wall for maintenance access.
6. Should, after a good faith effort based on a MAI Appraisal, 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 deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained City shall relinquish balance of funds on hand.
7. Applicant shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map which includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

Wastewater and Sewer Collection System

1. 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.
2. 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.
3. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
4. Applicant shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.
5. Any onsite Septic tanks shall be to county health department standards, prior to the final map within which boundary it is contained.

Storm Water

1. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. 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 Engineer 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 City Standard Specifications and Details. The 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). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan 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.
2. A topographic survey of the entire site and a comprehensive grading 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.
3. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including 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.
4. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from pioneer Avenue to Harry Lorenzo Avenue.

5. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 6 below.
6. Each phase of the project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a City held escrow account). A fair share shall be determined by the following process:
 - A. With the first final map the applicant shall prepare a preliminary design with a cost estimate 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.
 - B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x. 7 for the multi family).
 - C. Then each final map shall pay the amount at time of final map on a per unit basis.
 - D. Upon request the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.
 - E. Cash payments and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the master reimbursement agreement.

Storm Water Quality Control

1. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm water Pollution prevention plan).
2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.

3. The Developer shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

Water Infrastructure Conditions

1. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
2. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
3. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, the City may enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.
4. 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 project. 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.
5. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
6. 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.
7. One Water Sampling Station shall be installed with the first final map.

8. Applicant shall abandon all on site private wells with the demolition of existing structures served by the wells and prior to any final maps in the project prior to final map within which the well is located.

Landscaping

1. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.
2. The phase 3 final map in Calwest shall construct the entire sound wall along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.
3. Phase 3 and Phase 4 shall construct 28' landscape strip along western boundaries of their map commensurate with their improvements.

Grading

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

3. 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.

Fees

1. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
2. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.
3. At building permit issuance the applicant shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.
4. Shall pay \$794 per house for 25A; construction & reimbursement, the fee is due at building permit. (DA Item)
5. Transit Capital fee: Prior to final map or project approval (for non-mapped multifamily) applicant shall pay a \$208 per DUE fee. (DA item)
6. Transit Operation fee: Prior to final map or project approval (for non-mapped multifamily) applicant shall pay a \$35 per DUE fee. (DA item)
7. If a multi family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of \$146 for transit capital and \$25 for transit operation. (DA Item)
8. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code,

Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

9. If existing buildings are demolished, applicant shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.
10. Applicant shall pay \$150 per lot at final map for the advance planning study for the SR 113 bike overcrossing. (DA Item)

General Conditions

1. Prior to final map the applicant shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
2. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.
3. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. Prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed Street names to fire department for approval with a copy to Engineering prior to improvement final map submittal.

6. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study.
7. Public improvements, in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances
8. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
9. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
10. Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.
11. 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.
12. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
13. Prior to recording of the final map, provide evidence of payment for the Habitat Mitigation Fee. This fee is payable to the Yolo County Habitat Conservation JPA, but collected by the City.
14. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
15. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

16. If greater than 640 S.F., second units shall pay single family dwelling unit development fees.
17. All Second units shall have separate water service and meter
18. Prior to approval of the final map the applicant shall establish a lighting and landscaping district or annex into the Spring Lake Lighting and Landscape district. Improvements included in the district shall include the storm drain detention ponds and ditches, all public lighting, landscaping, and traffic signals.
19. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Marshal Echols, Conservation coordinator, at 661-2063 for more information.
20. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
21. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
22. 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.
23. Project shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds

Fire Department

1. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at

20 psi for a minimum 2 hour duration. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.

3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

Building Division

1. The project will be required to conform to the current codes that are in effect at the time of plan submittal.
2. Plans will need to be complete at the time of submittal as the City of Woodland does not accept deferred submittals.
3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration.
4. The project shall comply with FEMA regulations.

Yolo Solano Air Quality Management District

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>).
2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

ATTACHMENT B

Cal West Investors Statement of Justification

This application is for a Tentative Map and modification of a Development Agreement. Cal West Investors LLC and Cal West Seeds previously completed a rezone application for their 25 and 20 acres, respectively, and as part of that rezone. Subsequently, Cal West Seeds sold its property to Optimistic Partners.

The two current owners, Cal West Investors "Cal West" and Optimistic Partners are making this application jointly. The tentative map covers a portion of their respective properties, and the Development Agreement modification covers 100% of their respective properties. This application is currently mapping 27.48 acres into 173 single family units, in three phases, at an overall density of 6.30. This map is consistent with the Spring Lake Specific Plan land use guidelines. The map also identifies the following land uses:

1. Remainder Parcel designated Future Residential,
2. Future Park (by others) (not a part of this Tentative Map; and
3. Future Neighborhood Commercial (by others).

The application is being sought in order to proceed with improvement plans and a final map for the first phase of development, with the goal of getting the property under construction in 2014.

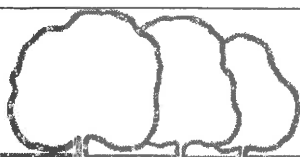
Two development agreements were entered into by Cal West Investors and Cal West Seeds for their respective properties as part of a rezone of the property. The agreements anticipated future modifications with the tentative mapping process. Subsequently, the parties completed a lot line adjustment and cross assigned their development agreements to match the reconfigured parcels. Optimistic Partners now owns the Cal West Seeds property, and so Optimistic Partners and Cal West Investors want to enter into a revised or replacement development agreement which matches the actions being taken with this map.

The revised development agreement should address the SLIF fee balancing and usage anticipated for the 45 acres as a whole. Attached is a schedule showing the potential fee use.

The revised development agreement should also reflect that the affordable component of the multifamily site is met through prior action using the Heidrick Ranch 5 acre multifamily site as an affordable development.

- a. The Cal West Property was previously linked to the Heidrick Ranch 5 acre multifamily site and rezone, and this request is a reflection of that linkage. The history supporting this request is as follows:
 - i. We and the City have previously linked these two sites in terms of meeting multifamily affordable requirements and SLIF fee balancing. Through an earlier application made by Pioneer Investors, the Planning Commission previously approved rezone of the Heidrick Ranch R-25 site to single family, provided the

affordable component was made up on the Cal West property. We subsequently found a way for the R-25 property to instead remain a multifamily site by selling it to SMHA, an affordable housing provider, making the site nearly 100% affordable. We thereby reversed the flow of the affordable units, and the overall anticipated multifamily obligation from this rezone and the affordable obligation, instead of transferring to Cal West, are being met through that multifamily project being built by SMHA. This also provides for an earlier delivery of these affordable units to the affordable population.



City of Woodland

Community Development Department

520 Court St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

Cal-West Investors LLC/ Optimistic Partners

MAILING ADDRESS:

173 Court Street, Suite D

CITY STATE ZIP CODE:

Woodland, CA 95695

PHONE NUMBER:

530.668.4056 OR 530.574.5959

E-MAIL ADDRESS:

Melanie_Mathews@springlakedevelopment.org

PROJECT APPLICANT

same

MAILING ADDRESS:

same

CITY STATE ZIP CODE:

PHONE NUMBER:

E-MAIL ADDRESS:

2. Application Requested

- | | | |
|---|--|--|
| ☐ General Plan Petition | ☐ Zoning Amendment | ☒ General Plan Amendment |
| ☒ Tentative Subdivision Map | ☐ Tentative Parcel Map | ☐ Lot Line Adjustment |
| ☐ Site Plan Review | ☐ Design Review | ☐ Sign Design Review |
| ☐ Conditional Use Permit (CUP) | ☐ Zoning Administrator Permit | ☐ Variance |
| ☐ Public Convenience or Necessity | ☒ Other <u>Specific Plan Amendment</u> | |

Is this request part of another application? ☐ Yes ☒ No If so, what? _____

3. Project Description

Project Name:

Tentative Subdivision Map #4991

Total Acres or Square Feet

Approx. 45 acres

Site address or location:

19266 Harry Lorenzo Ave (County Rd 101), Woodland

Assessor's Parcel Number:

041-070-044 & 041-070-046

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

5. General Plan AmendmentExisting General Plan Designation
Residential- Medium DensityGross Acres
5.89 grossProposed General Plan Designation
Resid-Medium-Low DensityGross Acres
6.21**6. Zoning Amendment**Existing Land Use Zone
MFGross Acres
5.61 netProposed Land Use Zone
SF R-8Gross Acres
6.21**7. Residential Development**No. of residential units are being requested? 173Single Family 173 Half-plex _____

Duplex _____ Apartments _____

Condominiums _____ Other _____

Townhomes _____ Total Units 173No. of lots will be created by this project? 0Do you intend to market the units for sale?☒ YES ☐ NoDo you intend to market the units for rent?☐ YES ☒ No**8. Commercial/Industrial Development**Indicate the type of commercial/industrial
development proposed:Indicate the gross and leasable square footage for
each type of development:**9. Authority to File Application**

Check one:

☒ Property Ownership ☐ Power of Attorney☐ Contract to Purchase* ☐ Other

Specify _____

* Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT
SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Cal-West Investors LLC/ Optimistic Partners

Applicant:	<u>[Signature]</u>	Date	<u>12/19/12</u>
CWI:	<u>[Signature]</u>	Date	<u>12/19/12</u>
Legal Owner:	<u>[Signature]</u>	Date	<u>12/19/12</u>
OP:	<u>[Signature]</u>	Date	<u>12/19/12</u>
Legal Owner:	<u>[Signature]</u>	Date	<u>12/19/12</u>

Seal/Record Stamp Here

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres
<u>Residential- Medium Density</u>	<u>5.89 gross</u>	<u>Resid-Medium-Low Density</u>	<u>6.21</u>

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres
<u>MF</u>	<u>5.61 net</u>	<u>SF R-8</u>	<u>6.21</u>

7. Residential Development

No. of residential units are being requested? 173 No. of lots will be created by this project? 0

Single Family 173 Half-plex _____ Do you intend to market the units for sale? ☒ YES ☐ No

Duplex _____ Apartments _____

Condominiums _____ Other _____ Do you intend to market the units for rent? ☐ YES ☒ No

Townhomes _____ Total Units 173

8. Commercial/Industrial Development

Indicate the type of commercial/industrial development proposed:

Indicate the gross and leasable square footage for each type of development:

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☐ Other

Specify _____

*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Cal-West Investors LLC/ Optimistic Partners

Applicants	Date
CWI- <u>[Signature]</u>	<u>12/19/12</u>
Legal Owner:	Date
OP- <u>[Signature]</u>	<u>12/19/12</u>
Legal Owner:	Date

Date Recived Stamp Here

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____

CITY OF WOODLAND

TENTATIVE MAP SUPPLEMENTAL APPLICATION

A. General Information:

1. Applicant: Cal-West Investors Map No. 4991
 Mailing Address: 173 Court Street, Suite D
 City Woodland State CA Zip 95695
 Phone Number: 530-668-4056
2. Applicant is (x) Owner () Purchaser () Authorized Agent
3. Owner: Cal West Investors & Optimistic Partners
 Mailing Address: 173 Court Street, Suite D
 City Woodland State CA Zip 95695
4. Project Address Location: 19266 Harry Lorenzo Ave. (County Rd 101), Woodland
5. Engineer/Surveyor Preparing Map: Cunningham Engineering - Steve Greenfield
 Mailing Address: 2940 Spafford Street, Suite 200
 City Davis State CA Zip 95618
 Phone No.: 530-758-2026

B. Project Description:

1. Property Size (acreage or square footage) 44.43 acres (~45 acres)
2. Number of Existing Lots: 173 Number of New Lots: 173
 Size of New Lots: avg lot size - 4,823 sq. ft.
3. Existing Use of Property: Residential - medium density
4. Proposed Use of Property: Residential - medium-low density

C. Certification

I hereby certify that the facts and information contained in this application and the attached map are true and correct to the best of my knowledge.

DATE: 12/19/12


 Signature of Applicant

**CITY OF WOODLAND
INITIAL STUDY
ENVIRONMENTAL INFORMATION FORM**

Information Required as Part 1 of Initial Study of Environmental Impacts.

----- For Office use -----

Application Number and Title: _____

Date Submitted: _____

The following information is required for all projects, which are subject to review pursuant to the California Environmental Quality Act (CEQA). Complete disclosure of environmental data is required. **NOTE: THIS INFORMATION MUST RELATE TO THE DEVELOPMENT AS DESCRIBED IN SECTIONS 11 & 12.** Reference materials needed to complete this application are available at the Community Development Department at City Hall, 300 First Street, Woodland. Answers may be continued on additional sheets. Please print or type.

I. General Information

1. **Name, address, and telephone number of person to be contacted concerning this project:** Melanie Mathews, 173 Court Street, Ste. D, Woodland, CA 95695

530.668.4056 and Bill Streng, 1949 Fifth St., Suite 108, Davis, CA 95616

2. **Name, address of legal property owner as shown on tax statement:** _____

CalWest Investors LLC, 173 Court St., Suite D, Woodland, CA 95695 and

Optimistic Partners, 1949 Fifth Street, Suite 108, Davis, CA 95616

3. **Address of project and/or description of location:** 19266 CR 101, Woodland, CA

Description: Bounded by RD101, HW 113

4. **Assessor's Parcel Number(s) of project site:** 041-070-046-000 & 041-070-044-000
5. **Indicate the project application which accompanies this form:** Tentative Map
6. **Have any preliminary documents been prepared for this projects (i.e. level 1, 2 or 3 soil assessment, soil study or traffic impact analysis)? If yes, please identify name and date prepared:** This site has previously been evaluated as part of the EIR
for Specific Plan. Additionally a Phase I Environmental Assessment dated 02/24/06 and a Geocon Preliminary
Geotechnical Evaluation dated 01/13/11 have been prepared. A traffic study was done by Fehr & Peers in Sept. 2011.
7. **List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state or federal agencies (i.e., Corps of Engineers, Caltrans, Air Pollution Control District or Yolo County):** _____
All are completed
8. **Existing zoning district(s) of project site:** Spring Lake Specific Plan
9. **Existing General Plan Designation(s)** Planned neighborhood OS, NC, MLDR, MDR, LDR
10. **Existing Specific Plan Designation(s)** Park, R-8, R-15, NC
11. **Fully describe the nature and purpose of the proposed project including the ultimate use of the property:** Residential
12. **Community benefits to be derived from the project:** Implementation of the
Spring Lake Specific Plan.

II. Project Description

1. Project Description

- a. **Site size in acres or square footage:** 45 Acres approximately, in two parcels
- b. **Highest and lowest elevations on site:** Site is flat
- c. **Number of floors of proposed construction:** 1-2 story for homes
- d. **Number of proposed off-street parking spaces provided:** consistent w/ Parking Req.
- e. **Anticipated project schedule (timeline):** Approval in early 2013, Construction after
Estimated completion date: dependent on above
- f. **Is this project dependent on an existing or future project? If yes, please explain:** No
- g. **Anticipated future phases:** _____
Associated Project (if any): None
- h. **If RESIDENTIAL, include the number of units, unit sizes, bedrooms, range of sale prices or rents, recreation, facilities and gross density (units)acre:** 173 R-8 Mapped at R-6 density
Describe anticipated age distribution of project residents: Various
Projected number of cars owned by future residents: _____
Unknown
- i. **If COMMERCIAL and/or OFFICE, indicate the types, square footage of each type (i.e., office, sales area, restaurant), whether neighborhood, city or regionally oriented, and total square footage of building area.**
No
- j. **If INDUSTRIAL, indicate type, estimated employment per shift, loading facilities, square footage of office area and total square footage of building area:** No
- k. **If INSTITUTIONAL, indicate the major function, estimated employment per shift, estimated occupancy, and total square footage of building:** No

- l. If the project involves a variance, conditional use permit or rezoning application, state this and explain clearly why it is required: None
- m. Describe any power lines, water, sewer or storm drain mains, pipelines or other transmission lines which are located on or adjacent to the property: Power lines abut a portion of the property at the southern edge. There is a natural gas line at the northern edge.
- n. Name of creeks and natural or man-made drainage channels through or adjacent to the property: A drainage conveyance abuts a portion of the southern edge of the property.
- o. Is there evidence of water traveling over or standing on the site? No
- p. Primary vehicle access to property comes from which street(s): Road 101
- q. Are any easements known to traverse the site? If yes, explain the type and purpose: Refer to Preliminary Title Reports

2. Site Grading

- a. Approximate number of cubic yards of earth to be moved for the completion of the project. 5000
- b. State the location from which fill will be obtained if needed.
Onsite
- c. State the location to which excess earth will be moved if necessary.
Adjacent subdivisions to the south
- d. What percent of the area of the lot will be modified by grading?
100%
- e. State the range and depth of cuts and fills.
1.1' cut - 1.7' fill
- f. Explain the means that are being taken to control erosion.
On-site erosion control plan to be prepared-SWPPP

3. Water, Air, Noise

- a. Is copy portion of the site within the 100-year floodplain? Is any portion of the site within the 500-year floodplain?
No
- b. What percent of the property will be covered by impervious surfaces?
65%
- c. Describe means to dispose of storm drainage.
Connect to City of Woodland Storm Drainage System
- d. Is the project in the vicinity of or will it affect a water shed or water supply such as an open reservoir, artesian well or spring? If so, describe.
No
- e. Could the project have a detrimental affect on water quality? If yes, explain. No
- f. Will there be the possibility of the discharge of any metal or chemical, including oil or grease, into a sanitary sewer, storm drain, parking lot, street or waterway? None
- g. State the length of time noisy machinery will be in use during the construction phase. 7AM-6PM during construction
- h. What measures are proposed to decrease the impact of construction noise on the surrounding area? The limit of hours as indicated in g. above
- i. Estimate exterior noise levels in decibels that would be experienced after completion of the project. Describe noise sources.
45
- j. Estimate interior noise levels in decibels generated by exterior sources (e.g. traffic) that would be experienced after completion of the project.
40
- k. Could the project have an affect on air quality? If yes, explain.
No

4. Transportation (a detailed traffic study may be required.)

- a. State the projected number of vehicle trips per day and peak hour generated by the project according to vehicle type (car, truck, bus); (a vehicle moving to and from the site is defined as two trips.)

	CAR	TRUCK/BUS
Per Day	200	minimal
Peak Hour	See traffic study	unknown

- b. What are the morning and afternoon peak hours of traffic generation?
Please refer to the traffic study done by Fehr & Peers in Sept. 2011.

5. Plants and Animals

- a. **Describe the existing vegetation.** Seed plots for Safflower and other seed crops.
 1) State the number and species of trees more than 6 inches in diameter that are planned to be removed to complete the project. Please show these trees on the site plan.
 Oak Trees
- b. **Are there any heritage trees on the site?**
 One
- c. **Are there any trees over 12 inches in diameter on the site? What species?** Yes, Oaks
- d. **Explain the manner in which the project is integrated with existing trees, vegetation, creeks, terrain and other natural features of the property.**
- e. **Explain the manner in which such features will/could be damaged.**
- f. **Describe any wildlife on the site.**
 None
- g. **Describe how wildlife could be affected by the project.**
 Minimally

6. Facilities

- a. **Sewer use: List the number of plumbing fixtures by type.** per unit estimate which is consistent with the approved SLSP

Toilets	Sinks	Shower/Tubs	Other (specify)
2-3	3-4	2-3	

- b. **Could the projected sewage effluent overload sewer capacity? Is project within water and sewer service areas?** No, project is within City of Woodland Service Area
- c. **Could the completion of this project require additional social service facilities, such as schools, childcare centers, parks, or senior citizens homes?** Consistent with that which is anticipated in SLSP.
- d. **What is the distance and response time from the servicing fire station to the site?** 3 minutes

7. Aesthetics

- a. **What design characteristics have been incorporated into the project to help it harmonize with the existing neighborhood?**
 It is a new neighborhood with no adjacent homes
- b. **Would the completion of the project impair any existing views both from the site and off the site?** No. Project is exempt - see list.

- c. Would the project have signs, outdoor storage areas, or similar features visible from within 600 feet of a freeway, arterial street, or right of way? Describe. How will features other than signs be screened? No

8. Other

- a. Describe means being used to avoid inefficient and unnecessary consumption of energy. Passive solar design, energy efficient appliances
- b. Are there any existing structures on the property, which were constructed before 1940? If yes, describe. No
- c. Does the site contain anything of known historical or archaeological significance? No
- d. Would the proposed project necessitate the displacement of any residents? If yes, how many? No
- e. What specific measures are proposed to safeguard against vandalism and other criminal activity?
- f. Is site within existing city limits? Yes
- g. Are there 25% or greater slopes on the property? No
- h. Is the site susceptible to landslides? (refer to Chapter 8 in the General Plan Background Report No
- i. Is the site within an Airport Land Use plan? If yes, what airport plan(s) is it within and do restrictions affect the proposal? No
- j. Is this site listed on California EPA's Hazardous site list. No
- k. What is the farmland designation of the proposed site? (refer to Figure I-5 in the General Plan Background Report Prime Ag
- l. Is the site under agricultural contract? If yes, what is contract # and expiration date? No

III. Non-Residential Projects Only

1. Human Health

- a. Could the project expose people to health hazards?
- b. Will any dust, gases or noxious materials be developed on the site? If so, describe.
- c. Will the project involve the application, use, or disposal of hazardous materials? If yes, explain.

2. Noise

- a. Estimate peak noise level in DBA from the completed project and give time of day expected.
- b. List significant on-site noise sources.
- c. Is any equipment to be operated during evening hours? If so, what kind?
- d. List measures to be incorporated into the project to mitigate noise from the completed project.

3. Waste Materials

- a. Will the project generate significant solid or liquid wastes? If so, state type and quantity.
- b. Will any attempt be made to recycle waste materials?

IV. Environmental Analysis

1. Are the following items applicable to the project or its effects? Discuss at end all items checked yes or maybe (attach additional sheets as necessary).

	Yes	Maybe	No		
☐	☐	☐	☒	A.	Change in existing features of any lakes, reservoirs or hills, or substantial alteration of ground contours.
☐	☐	☐	☒	B.	Change in scenic views or vistas from existing residential areas or public lands or roads.
☐	☐	☐	☒	C.	Change in character of general area of project.
☐	☐	☐	☒	D.	Produce or involve large amounts of solid waste or litter.
☐	☐	☐	☒	E.	Disrupt or adversely affect a historic or archaeological site.
☐	☐	☐	☒	F.	Change in dust, ash, smoke, fumes or odors in vicinity.
☐	☐	☐	☒	G.	Change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
☐	☐	☐	☒	H.	Substantial change in existing noise or vibration levels in the vicinity.
☐	☐	☐	☒	I.	Site on filled land or on slope of 10 percent or more.
☐	☐	☐	☒	J.	Use or disposal of potentially hazardous material such as toxic substances, flammable or explosives.
☐	☐	☐	☒	K.	Substantial change in demand for public services (police, fire, water, sewage, schools, etc).
☐	☐	☐	☒	L.	Substantially increase fuel or energy consumption (electricity, oil, natural gas, etc).
☐	☐	☐	☒	M.	Relationship to a larger project or series of projects.
☐	☐	☐	☒	N.	Substantially diminish habitat for fish, wildlife or plants.

2. Attach photographs that provide thorough coverage of the site. Include photographs of the surrounding properties to illustrate type(s) of land use and intensity of development. Snapshots or Polaroid® photos will be accepted.
3. Provide site plan showing buildings, parking, landscaped areas, easements, adjacent streets, driveways, paved areas, public and private utilities and other distinguishing characteristics of the site. The site plan must be accurately drawn to an appropriate scale to adequately depict the required information. All features or structures shown should be accurately labeled. Failure to properly reflect existing and proposed conditions may result in rejection of the initial statement and delay in the processing of the application.
4. Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

12/7/12
Date

Melanie Chaffin
Signature

Cal West Investors
For

Revised by Community Development Staff

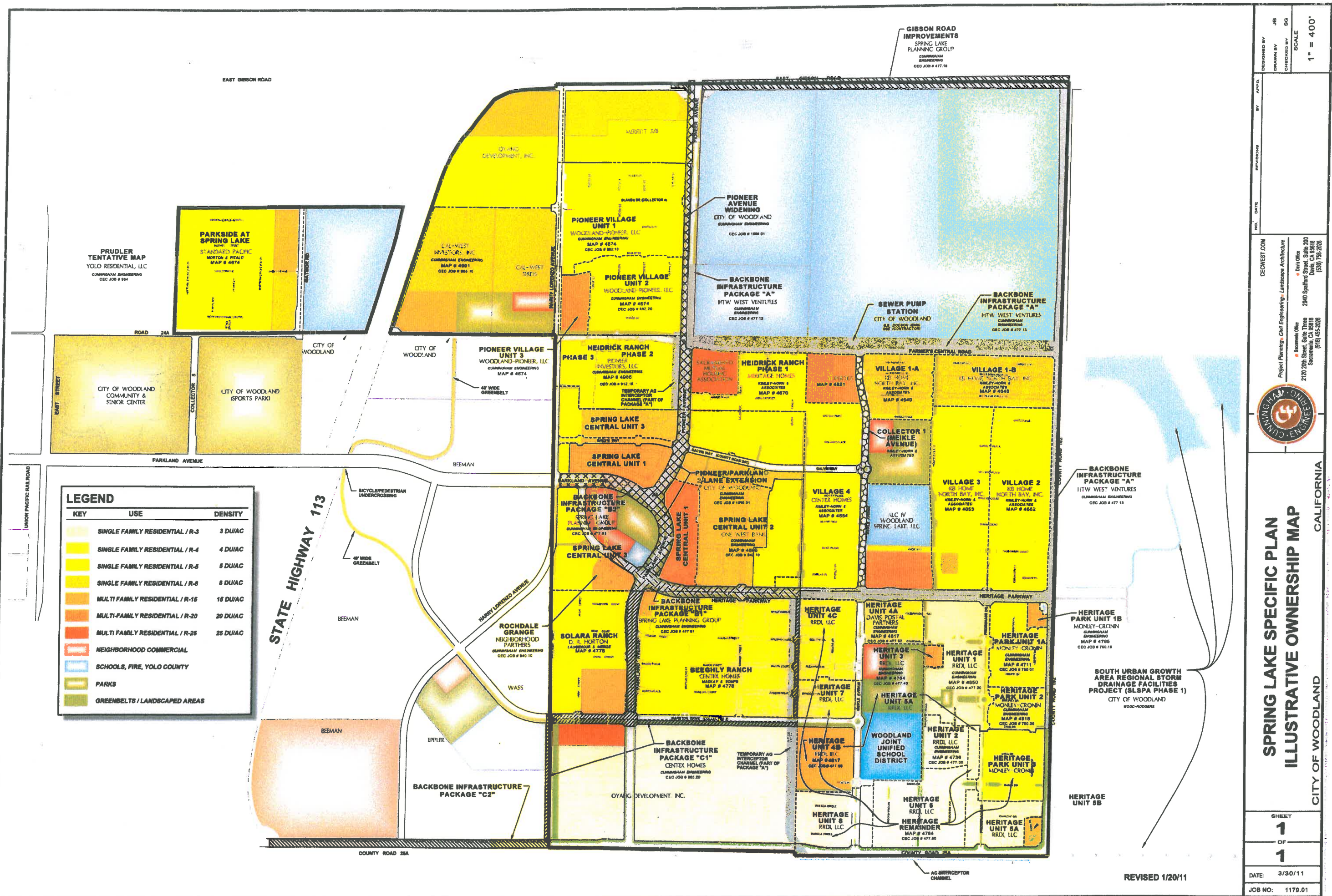
DATE: _____

(Name – print)

(Signature)

Materials that will assist you answer questions include: The City General Plan, Flood Zone Maps, Assessor Parcel Books, and Zoning Map.

ATTACHMENT C



ATTACHMENT D



Cal-West/Optimistic Partners
Spring Lake Specific Plan

Lot Matrix

Lot Number	Depth (ft)	Width (ft)	Area (SF)	Lot Number	Depth (ft)	Width (ft)	Area (SF)
101	86	50	4,300	150	85	50	4,289
102	86	50	4,300	151	85	56	4,492
103	86	50	4,300	152	85	56	4,629
104	86	55	4,730	153	89	40	3,590
105	86	50	4,300	154	91	50	4,622
106	86	50	4,375	155	94	50	4,771
107	89	50	4,717	156	97	50	4,921
108	96	57	6,698	157	90	48	4,815
109	89	65	5,605	158	90	52	4,683
110	89	50	4,450	159	90	53	5,171
111	89	50	4,450	160	74	60	5,043
112	89	55	4,895	161	82	55	4,669
113	89	50	4,428	162	90	54	5,619
114	89	50	4,450	163	95	50	4,750
115	89	54	4,826	164	95	55	5,225
116	89	50	4,450	165	95	50	4,750
117	89	50	4,450	166	95	55	5,225
118	89	65	5,743	167	95	55	5,225
119	89	65	5,811	168	95	50	4,750
120	89	50	4,522	169	95	50	4,750
121	89	50	4,451	170	95	50	4,750
122	89	54	4,826	171	95	50	4,750
123	89	50	4,450	172	95	50	4,750
124	89	50	4,428	173	95	50	4,750
125	89	55	4,895	174	95	50	4,750
126	89	50	4,450	175	95	50	4,750
127	89	50	4,450	176	95	50	4,750
128	89	65	5,751				
129	85	55	4,670				
130	85	50	4,250				
131	85	50	4,250				
132	85	50	4,618				
133	85	61	6,106				
134	85	48	5,003				
135	85	60	4,661				
136	96	60	5,723				
137	85	50	4,325				
138	85	55	5,247				
139	85	63	5,388				
140	85	53	5,571				
141	98	63	5,761				
142	95	50	4,811				
143	92	50	4,658				
144	88	55	4,947				
145	85	50	4,337				
146	85	55	4,679				
147	85	50	4,672				
148	90	85	6,229				
149	89	69	5,567				

Min.	74	40	3,400
Max.	100	85	7,431
Avg.	89	52	4,734



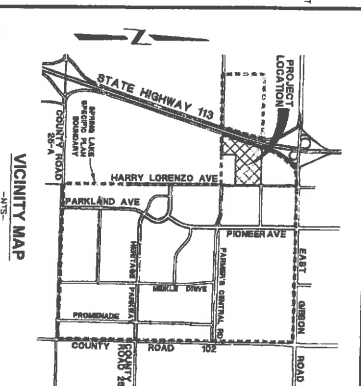
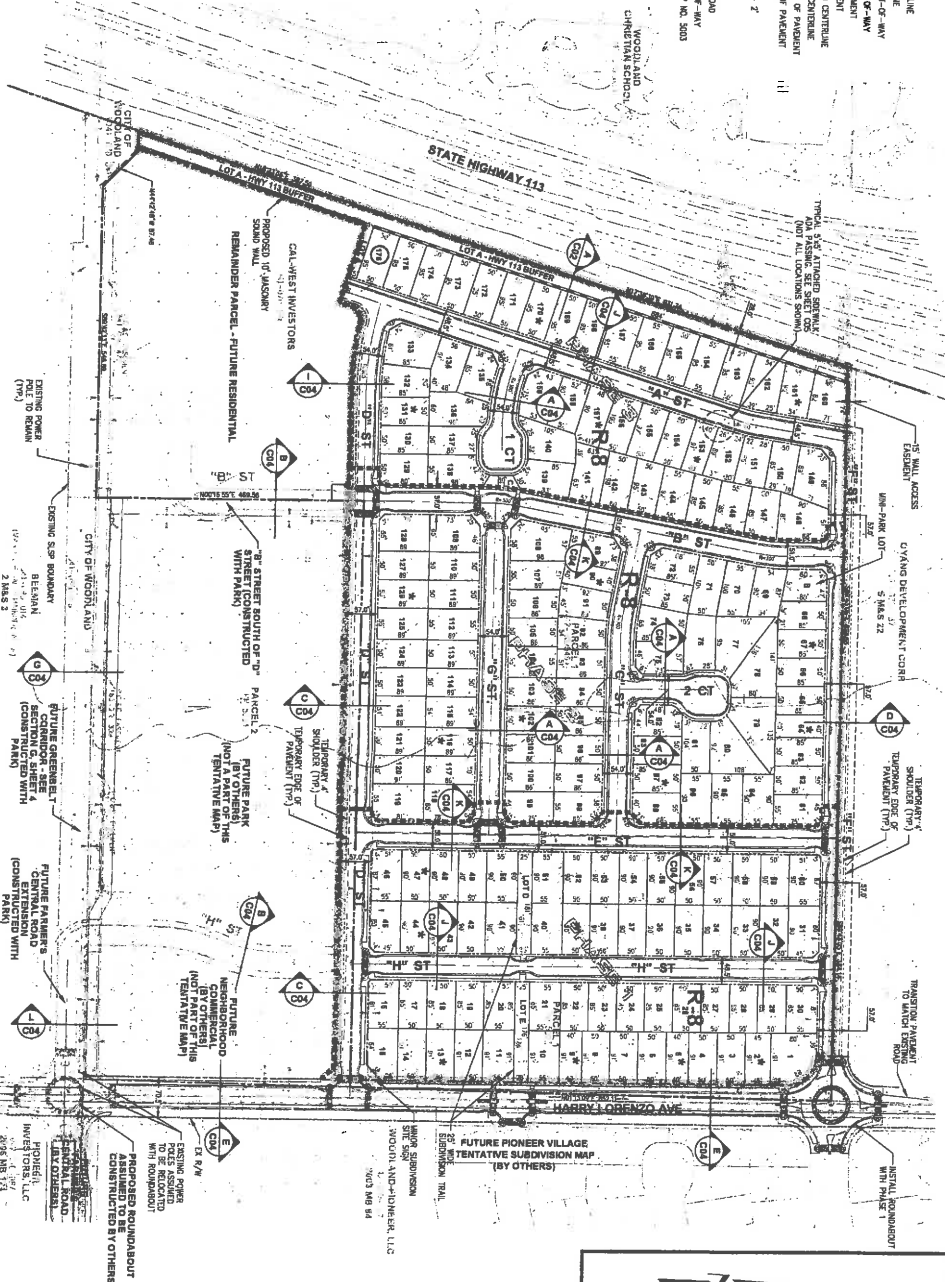
**Cal-West/Optimistic Partners
Spring Lake Specific Plan**

Lot Matrix

Lot Number	Depth (ft)	Width (ft)	Area (SF)	Lot Number	Depth (ft)	Width (ft)	Area (SF)
1	91	80	6,700	51	90	55	4,964
2	91	45	4,095	52	90	50	4,513
3	91	50	4,550	53	90	50	4,513
4	91	50	4,549	54	90	50	4,513
5	91	40	3,639	55	90	50	4,513
6	91	50	4,549	56	90	50	4,513
7	91	50	4,549	57	90	50	4,513
8	91	50	4,549	58	90	50	4,513
9	91	40	3,639	59	90	50	4,513
10	91	55	5,004	60	90	55	4,962
11	91	55	5,003	61	85	55	4,641
12	91	50	4,549	62	85	50	4,250
13	91	50	4,548	63	85	50	4,250
14	91	50	4,548	64	85	40	3,400
15	91	55	4,645	65	85	50	4,250
16	85	55	4,660	66	85	50	4,250
17	85	50	4,274	67	85	50	4,250
18	85	50	4,274	68	85	50	4,178
19	85	50	4,275	69	88	54	4,678
20	85	55	4,701	70	90	55	5,075
21	85	55	4,702	71	100	50	5,117
22	85	50	4,274	72	85	55	4,561
23	85	50	4,274	73	85	50	4,250
24	85	50	4,274	74	85	50	4,962
25	85	50	4,275	75	85	56	4,791
26	85	50	4,274	76	95	50	5,358
27	85	50	4,274	77	82	42	6,953
28	85	50	4,274	78	80	50	7,353
29	85	50	4,274	79	80	50	7,431
30	85	55	4,697	80	92	43	6,787
31	90	55	4,926	81	92	50	4,708
32	90	50	4,513	82	85	54	4,504
33	90	50	4,513	83	85	50	4,250
34	90	50	4,513	84	90	55	4,950
35	90	50	4,513	85	90	55	4,950
36	90	50	4,513	86	90	55	4,950
37	90	50	4,513	87	85	50	4,250
38	90	50	4,513	88	85	55	4,561
39	90	50	4,513	89	92	55	4,946
40	90	55	4,964	90	92	40	3,680
41	90	55	4,964	91	88	57	4,859
42	90	50	4,513	92	86	50	4,741
43	90	50	4,513	93	86	51	4,377
44	90	50	4,513	94	86	50	4,300
45	90	55	4,858	95	86	50	4,300
46	90	55	4,913	96	86	50	4,300
47	90	50	4,513	97	86	50	4,300
48	90	50	4,513	98	86	55	4,616
49	90	50	4,513	99	86	55	4,688
50	90	55	4,964	100	86	50	4,300

PROPOSED LOT LINE
EXISTING LOT LINE
PROPOSED NORTH-OF-WAY
EXISTING NORTH-OF-WAY
PROPOSED EASEMENT
EXISTING EASEMENT
PROPOSED ROAD CENTERLINE
EXISTING ROAD CENTERLINE
PROPOSED EDGE OF PAVEMENT
EXISTING EDGE OF PAVEMENT
EXISTING FENCE
CONTRIBUTOR LANE - Z
PHASE LINE
SET BACKWARD
EXISTING MAIN ROAD
EXISTING RIGHT-OF-WAY
SUBDIVISION MAP NO. 3003

(SEEK)



DESIGNED BY SG/AB
DRAWN BY LE/AB
CHECKED BY SG
SCALE
AS SHOWN

GENERAL NOTES

OWNER / DEVELOPER:

CAL WEST INVESTORS
173 COURT STREET, SUITE D
WOODLAND, CA 95695
194
DA

(504) 585-7100 (35)

CIVIL ENGINEER.

STEVE GREENFIELD RCE C508
CUNNINGHAM ENGINEERING

4200 GLENFORD STREET
DAVIS, CALIFORNIA 95618
(530) 758-2026

PARCEL NUMBERS and
PARCEL 1 of DOC 2013-203480-00

FUTURE RESIDENTIAL SOUTH OF PHASE 1
APN: 041-070-051
PARCEL 1 OF PM 5003;

AREA: 0.01

33.89 ACRES

SLSF-PZ-SF, SLSF-PZ-NF

PROPOSED ZONING:
SLSP-S*

EXISTING LAND USE:

PROPOSED LAND USE:

MEDIUM-LOW DENSITY RESIDENTIAL
E1000 ZONE DESIGNATION

1. GOOD CONCEPT DESIGN

DOMESTIC WATER, SEWER AND DRAINAGE

CITY OF WOODLAND

ELECTRICITY & GAS:
PG & E

CABLE TELEVISION:

NOTES:

DESIGNATION ARE FOR PLANNING PURPOSES ONLY. STREET NAMES TO BE APPROVED BY THE BOARD OF SUPERVISORS. STREET NAMES NOT DESIGNATED BY THE BOARD OF SUPERVISORS.

ALL EXTENSIVE WORK TO BE EXTENDED TO ADJACENT FINAL MAPPED PROJECTS.

THREE IN LOT "B" (SEE SHEET CO2).

4. THIS TENTATIVE MAP CONFORMS WITH THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.

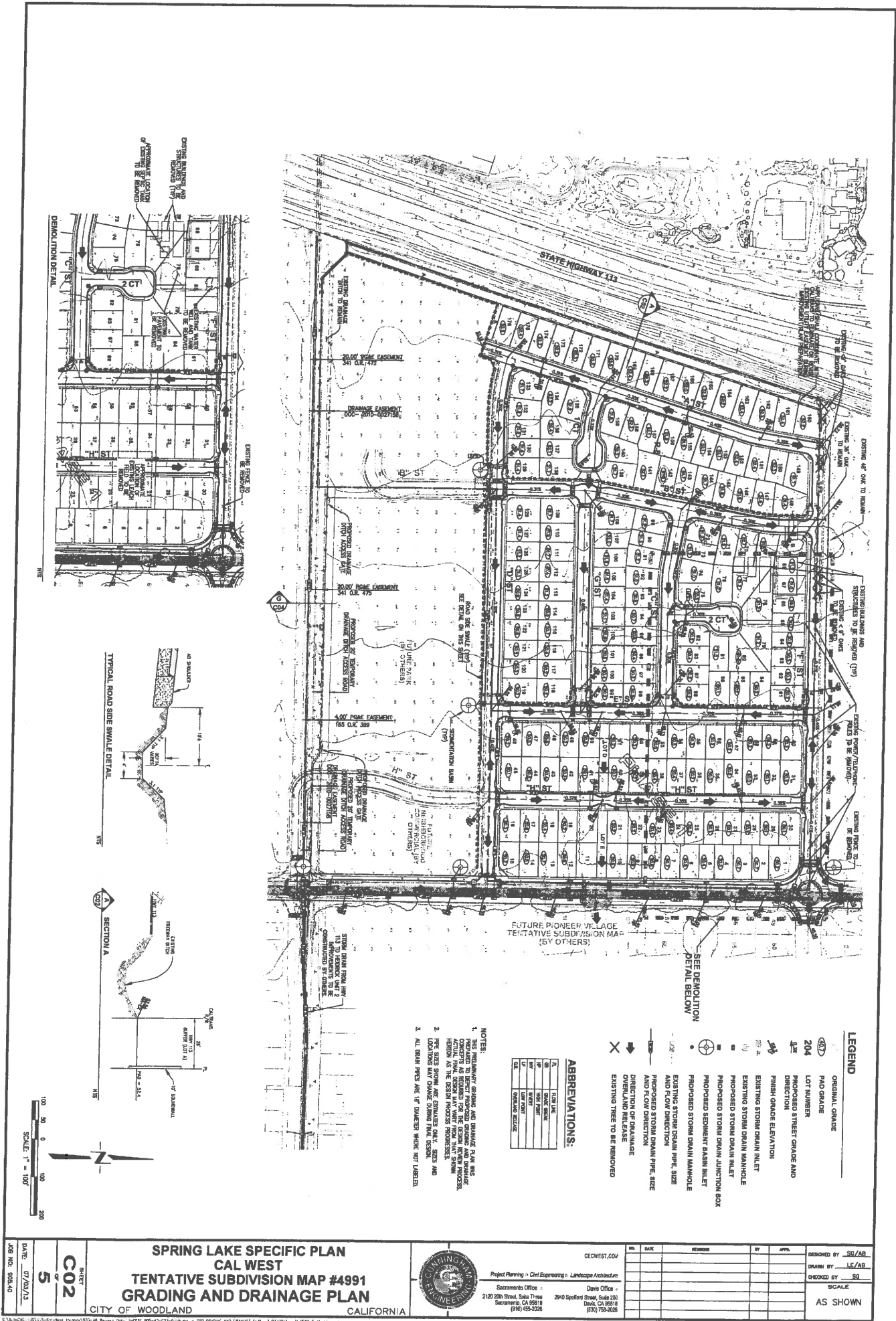
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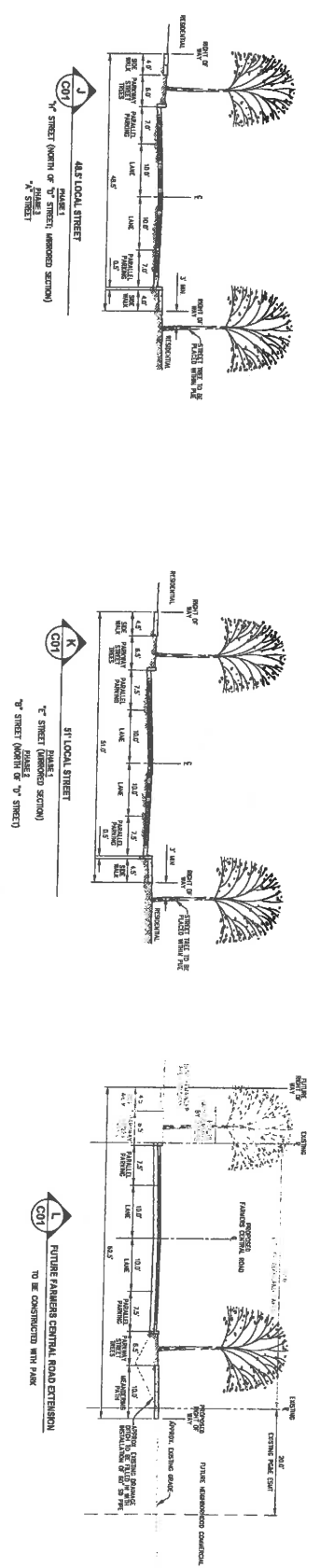
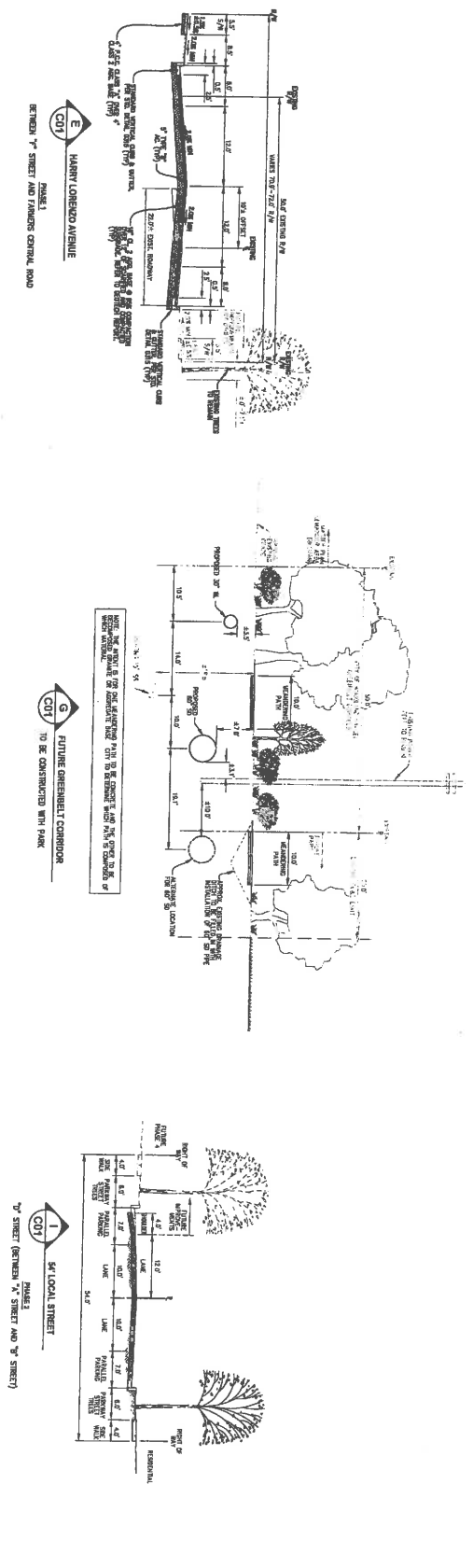
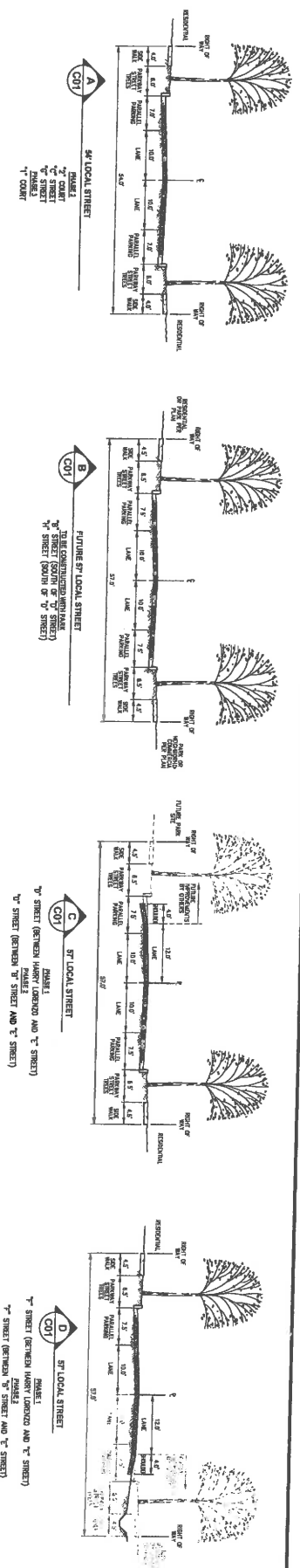
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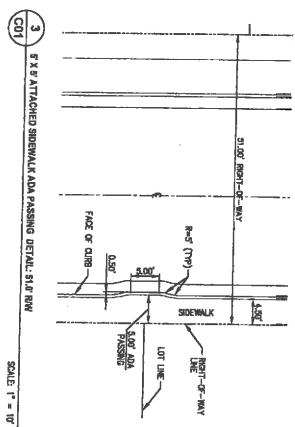
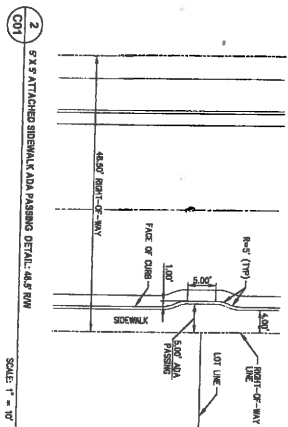
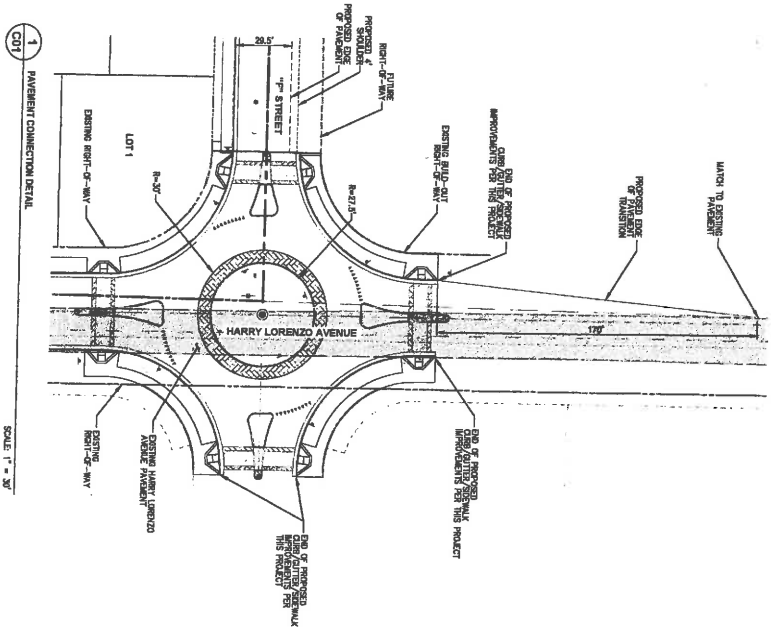
**SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
STREET AND LOTTING PLAN**

61

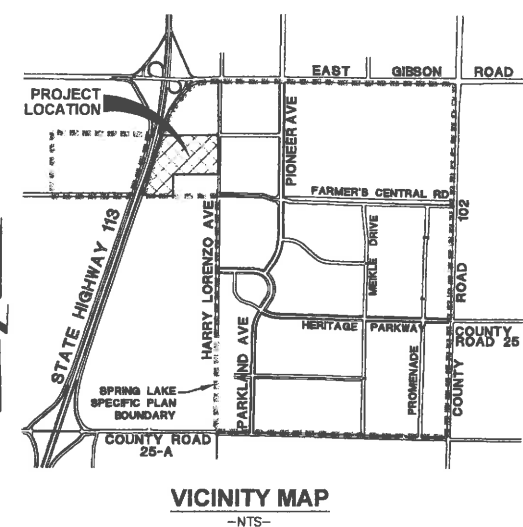
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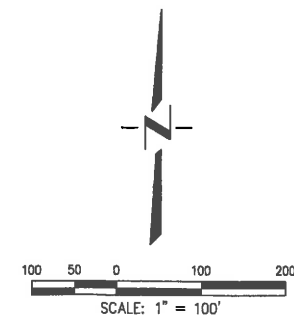
PROPERTY LINE
PROPOSED LOT LINE
EXISTING LOT LINE
PROPOSED RIGHT-OF-WAY
EXISTING RIGHT-OF-WAY
PROPOSED EASEMENT
EXISTING EASEMENT
PROPOSED ROAD CENTERLINE
EXISTING ROAD CENTERLINE
PROPOSED EDGE OF PAVEMENT
EXISTING EDGE OF PAVEMENT
EXISTING FENCE
CONTOUR LINE - 2'
PHASE LINE
SITE BOUNDARY
EXISTING DIRT ROAD
FUTURE RIGHT-OF-WAY
SUBDIVISION MAP NO. 5003

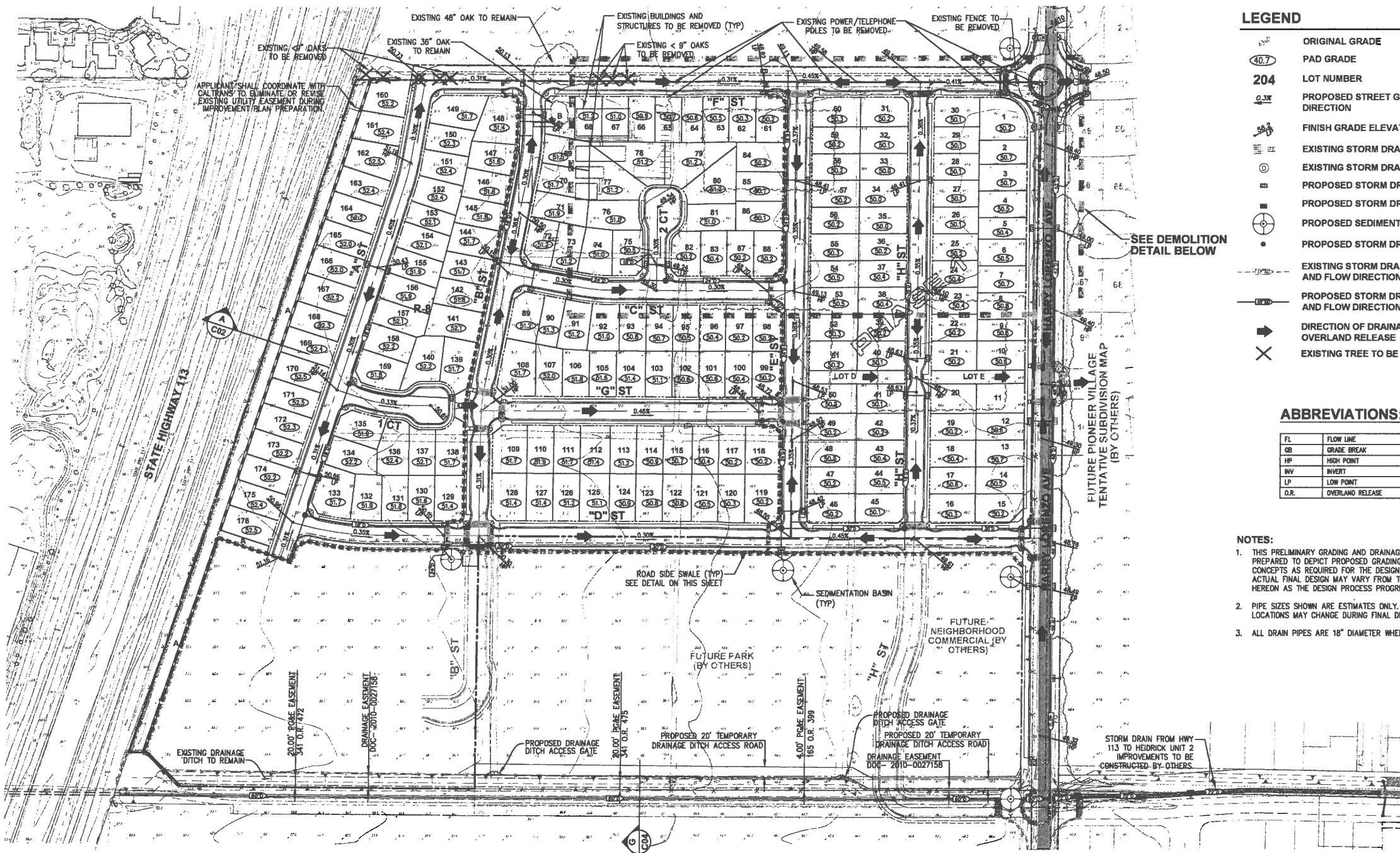


2. ALL EXISTING TREES TO BE REMOVED EXCEPT FOR 36" OAK TREE IN LOT "B" (SEE SHEET C02).
3. THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
4. THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

♦ ALL AFFORDABLE UNITS SHOWN ON THIS MAP ARE INDICATED WITH "*".

LOT A	LOT TO BE DEDICATED TO CITY FOR HWY 113 BUFFER AND WALL/TREE MAINTENANCE ACCESS
LOT B	MINI-PARK
LOTS C-E	SUBDIVISION TRAIL CORRIDOR



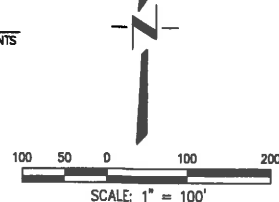
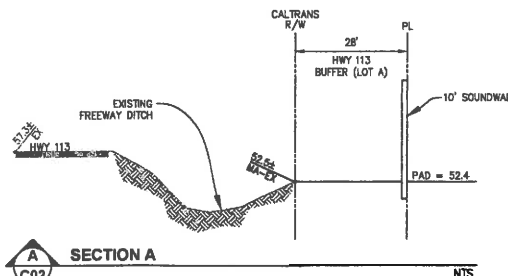
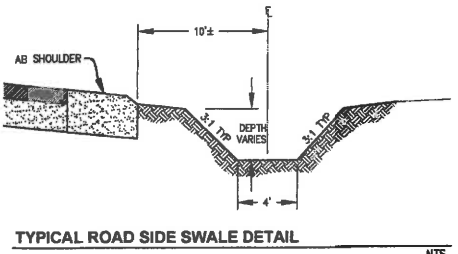
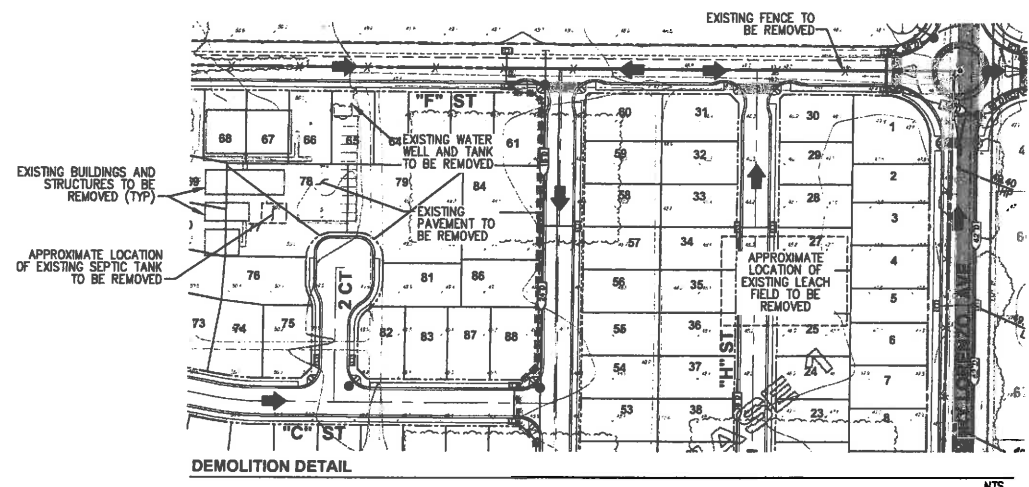


- LEGEND**
- ORIGINAL GRADE
 - PAD GRADE
 - LOT NUMBER
 - PROPOSED STREET GRADE AND DIRECTION
 - FINISH GRADE ELEVATION
 - EXISTING STORM DRAIN INLET
 - EXISTING STORM DRAIN MANHOLE
 - PROPOSED STORM DRAIN INLET
 - PROPOSED STORM DRAIN JUNCTION BOX
 - PROPOSED SEDIMENT BASIN INLET
 - PROPOSED STORM DRAIN MANHOLE
 - EXISTING STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
 - PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
 - DIRECTION OF DRAINAGE OVERLAND RELEASE
 - EXISTING TREE TO BE REMOVED

ABBREVIATIONS:

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

- NOTES:**
- THIS PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED TO DEPICT PROPOSED GRADING AND DRAINAGE CONCEPTS AS REQUIRED FOR THE DESIGN REVIEW PROCESS. ACTUAL FINAL DESIGN MAY VARY FROM THAT SHOWN HEREON AS THE DESIGN PROCESS PROGRESSES.
 - PIPE SIZES SHOWN ARE ESTIMATES ONLY. SIZES AND LOCATIONS MAY CHANGE DURING FINAL DESIGN.
 - ALL DRAIN PIPES ARE 18" DIAMETER WHERE NOT LABELED.



**SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
GRADING AND DRAINAGE PLAN
CITY OF WOODLAND
CALIFORNIA**

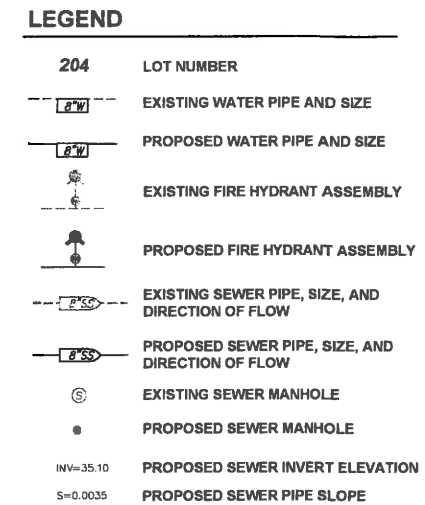
SHEET
C02
OF
5
DATE: 07/03/13
JOB NO: 905.40

DESIGNED BY: SC/AB
DRAWN BY: LE/AB
CHECKED BY: SC
SCALE: AS SHOWN

CEOWEST.COM
Project Planning & Civil Engineering & Landscape Architecture
Sacramento Office
2120 20th Street, Suite 200
Sacramento, CA 95811
(916) 455-2028



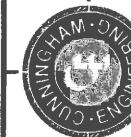
DESIGNED BY SG/AB
DRAWN BY LE/AB
CHECKED BY SG
SCALE



CCEWEST.COM

Project Planning ■ Civil Engineering ■ Landscape Architecture

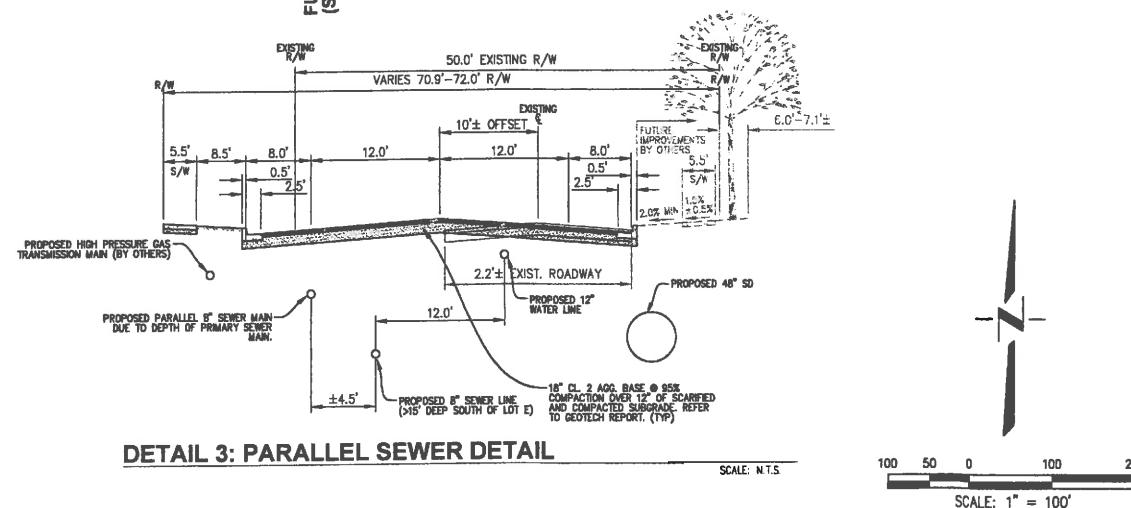
Sacramento Office ■ Davis Office ■
20 20 20 20 Street, Suite Three 2940 Stanford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
(916) 435-2026 (530) 759-2026

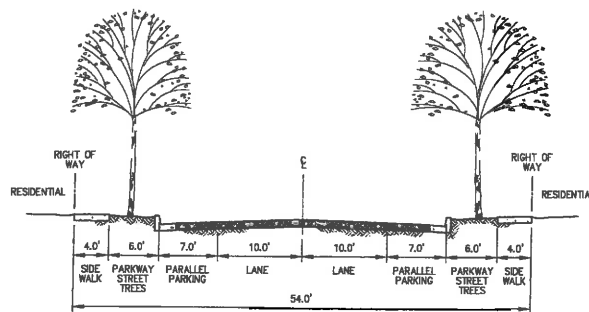


**SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
WATER AND SEWER PLAN**

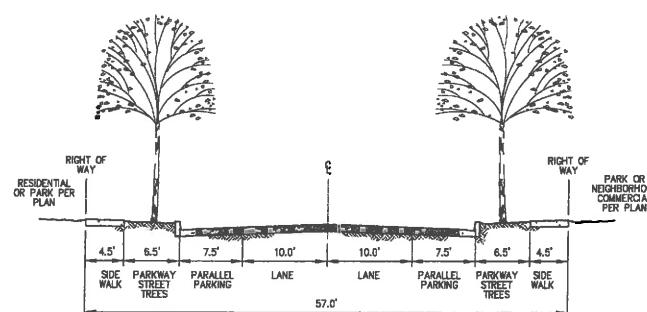
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C03
OF
5
DATE: 07/03/13
JOB NO: 905.40

DETAIL 3: PARALLEL SEWER DETAIL

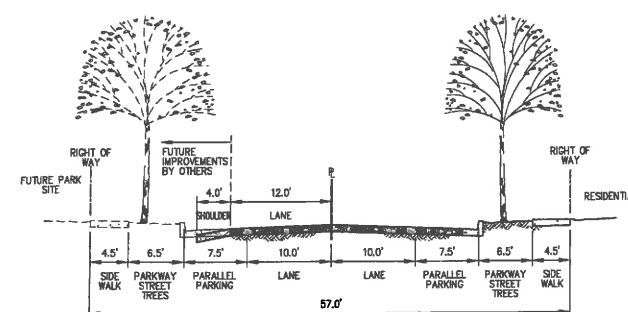




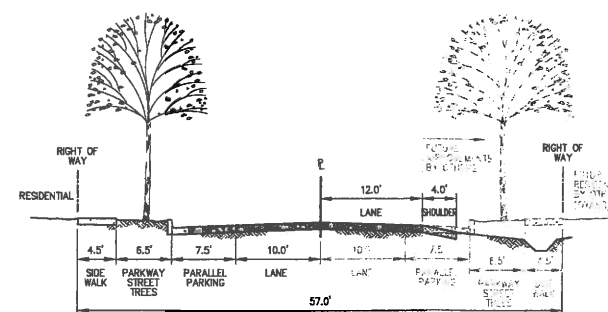
A
C01
54' LOCAL STREET
PHASE 2
"2" COURT
"C" STREET
"G" STREET
PHASE 3
"I" COURT



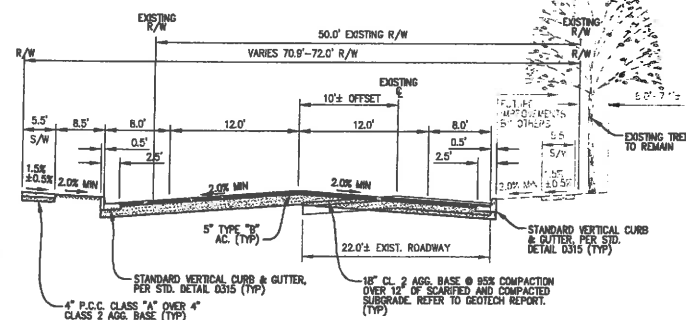
B
C01
FUTURE 57' LOCAL STREET
TO BE CONSTRUCTED WITH PARK
"B" STREET (SOUTH OF "D" STREET)
"H" STREET (SOUTH OF "D" STREET)



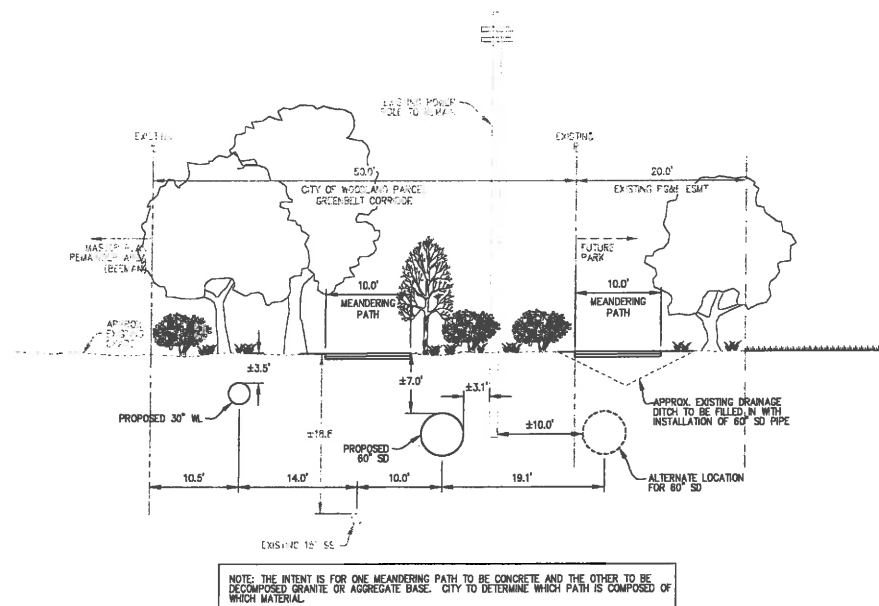
C
C01
57' LOCAL STREET
PHASE 1
"D" STREET (BETWEEN HARRY LORENZO AND "E" STREET)
PHASE 2
"D" STREET (BETWEEN "B" STREET AND "E" STREET)



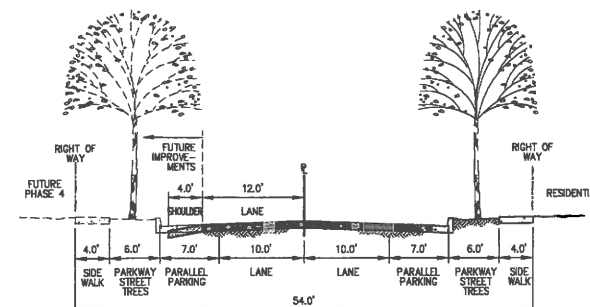
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C01
57' LOCAL STREET
PHASE 1
"F" STREET (BETWEEN HARRY LORENZO AND "E" STREET)
PHASE 2
"F" STREET (BETWEEN "B" STREET AND "E" STREET)
PHASE 3
"F" STREET (BETWEEN "A" STREET AND "B" STREET)



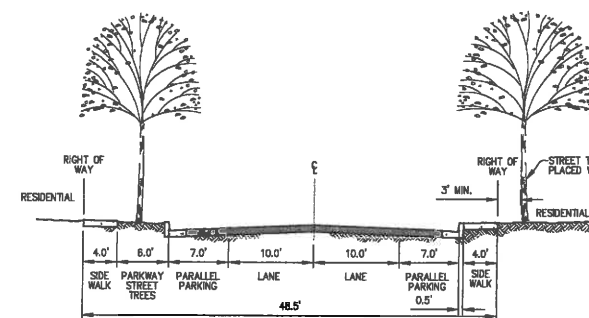
E
C01
HARRY LORENZO AVENUE
PHASE 1
BETWEEN "F" STREET AND FARMERS CENTRAL ROAD



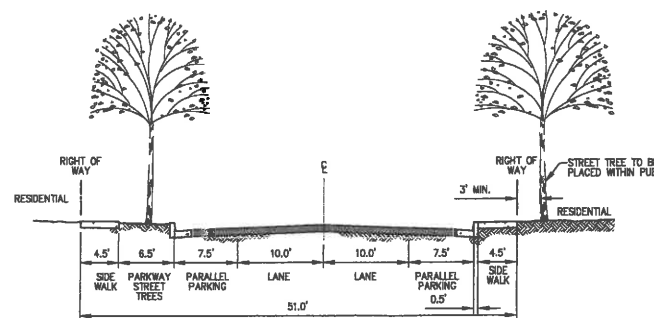
G
C01
FUTURE GREENBELT CORRIDOR
TO BE CONSTRUCTED WITH PARK



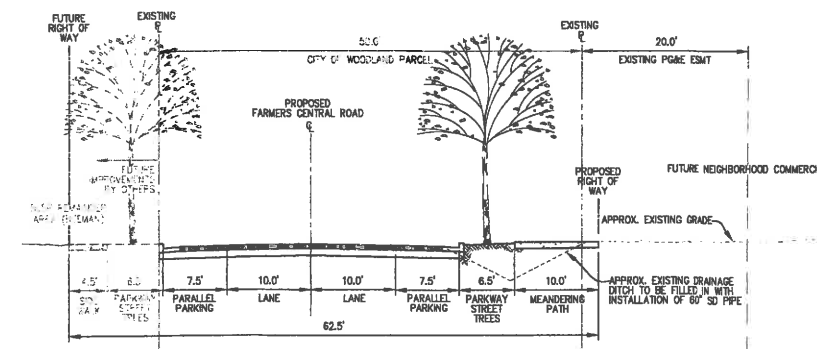
I
C01
54' LOCAL STREET
PHASE 3
"D" STREET (BETWEEN "A" STREET AND "B" STREET)



J
C01
48.5' LOCAL STREET
PHASE 1
"H" STREET (NORTH OF "D" STREET; MIRRORED SECTION)
PHASE 3
"A" STREET



K
C01
51' LOCAL STREET
PHASE 1
"E" STREET (MIRRORED SECTION)
PHASE 2
"B" STREET (NORTH OF "D" STREET)



L
C01
FUTURE FARMERS CENTRAL ROAD EXTENSION
TO BE CONSTRUCTED WITH PARK

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
SECTIONS

CITY OF WOODLAND

CALIFORNIA

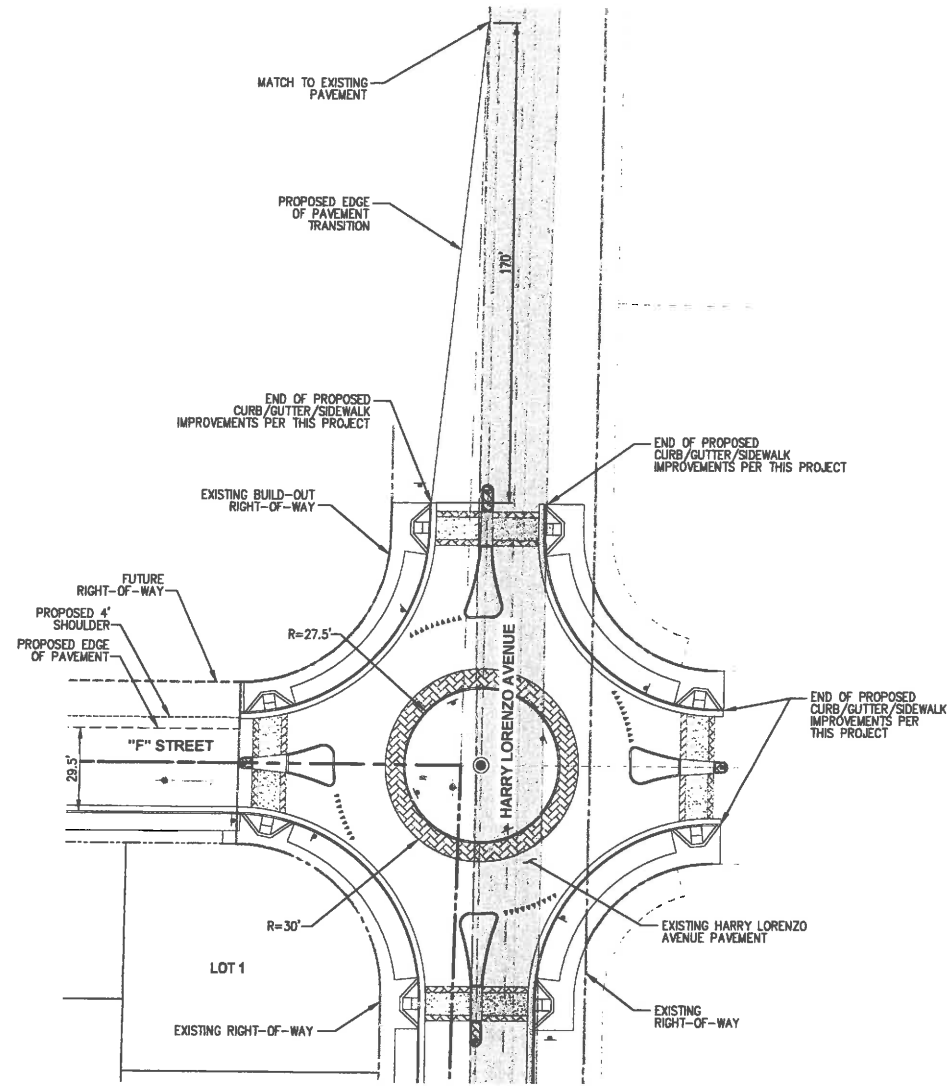
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DATE: 07/03/13

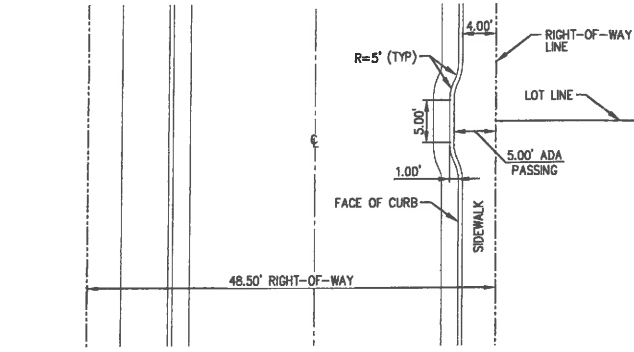
JOB NO: 905.40

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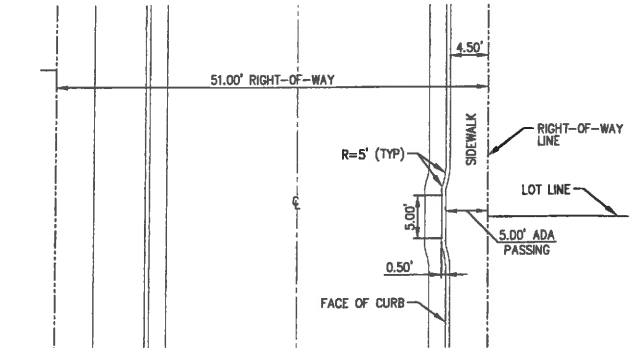




1
C01 PAVEMENT CONNECTION DETAIL
SCALE: 1" = 30'



2
C01 5' X 5' ATTACHED SIDEWALK ADA PASSING DETAIL: 48.5' R/W
SCALE: 1" = 10'



3
C01 5' X 5' ATTACHED SIDEWALK ADA PASSING DETAIL: 51.0' R/W
SCALE: 1" = 10'

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
DETAILS

CITY OF WOODLAND

CALIFORNIA

SHEET
C05
OF
5
DATE: 07/03/13
JOB NO: 905.40



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DESIGNED BY SG/AB
DRAWN BY LE/AB
CHECKED BY SG
SCALE
AS SHOWN

000309

ATTACHMENT E

Arborist Report

Cal West Property
Sacramento County, California

Prepared for: Cal West Investors

June 14, 2011

Submitted by:

 **FOOTHILL ASSOCIATES**

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1.0 INTRODUCTION

This report presents the results of a tree survey conducted on the ±45-acre Cal West property in the City of Woodland in Yolo County, California. The project site is bounded by State Highway 113 on the west, County Road 101 on the east, and a drainage canal on the south. The surrounding land is currently used for agriculture. The project site is located in Township 9N, Range 2E, Section 4 of the USGS 7.5-Minute *Woodland and Grays Bend* Quadrangles (**Figure 1**).

The City of Woodland regulates impacts to or removal of trees under Section 20A of the City Code. Trees are defined as any woody plant with a trunk of 6 inches or more in diameter at breast height (54" above grade). Applications for new development must include a program for the preservation of street trees, heritage, specimen, and landmark trees, and trees with aesthetic value. Protected trees are defined as follows:

Heritage Tree: Any valley oak (*Quercus lobata*) with a trunk diameter of thirty-three inches or more at breast height which is of good quality in term of health, vigor, growth and conformity to generally accepted horticultural standards of shape for its species.

Landmark Tree: A tree or stand of trees which is of historical or public significance as designated by the city council upon the recommendation of the parks and recreation commission, the historical preservation commission, and the urban forestry commission.

Specimen Tree: Any tree of interest because of size or unusual species, other than a heritage tree, which is of good quality in terms of health, vigor or growth and conformity to generally accepted horticultural standards of shape for its species, as designated by the city council upon the recommendation of both the parks and recreation commission and the urban forestry group.

Tree with Aesthetic Value: Any tree with a diameter of nine inches or more at breast height which is in healthy condition.

Street tree: Any tree growing within the tree maintenance strip, whether or not planted by the city.

Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15-gallon trees for each six inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires mitigation planting of approved species at a rate of two 15-gallon trees for each six inches removed.

2.0 METHODS

The property was surveyed by an International Society of Arboriculture (ISA) Certified Arborist (WE-6727A) on March 3, 2011. All trees located on or overhanging the property were examined to determine species type and trunk diameter at breast height (DBH). A diameter tape or calipers were used to verify each trunk diameter at 54 inches above grade. All trees with trunks six inches or greater in diameter were inventoried. The measurement from the trunk to the end of the longest lateral limb was used as the dripline radius (DLR). All of the inventoried trees within the existing fencelines were numbered in the field with an aluminum tag. Trees located off-site were not tagged. Tree tag numbers correspond to the numbering in **Appendix A** and on **Figure 2**.

The health and structural condition of each tree was rated according to **Table 1**. The health rating considers factors such as the size, color, and density of the foliage; the amount of deadwood within the canopy; bud viability; evidence of wound closure; and the presence or evidence of stress, disease, nutrient deficiency, and insect infestation. The structural rating reflects the trunk and branch configuration; canopy balance; the presence of included bark and other structural defects such as decay; and the potential for structural failure. In cases where conditions fall between the Good, Fair, and Poor ratings, intermediate ratings Fair-Good and Fair-Poor were used.

Table 1 — Tree Rating System

Rating	Tree Health
Good	There is an average or below-average amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density are typical for the species; buds are normal size, viable, abundant, and uniform throughout the canopy; current and past growth increments are generally average or better; any callusing is vigorous. This health rating indicates that there is very little, if any, evidence of stress, disease, nutrient deficiency, and/or insect infestation.
Fair	There is an above-average amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density may be below what is typically expected for the species; buds are normal size and viable, but slightly sparse throughout the canopy; current and past growth increments may be below average; tree may be slow to callus around old wounds. This health rating indicates that there is moderate evidence of stress, disease, nutrient deficiency, and/or insect infestation.
Poor	There is an extreme amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density are clearly compromised; very few viable buds are present throughout the canopy; current and past growth increments are meager; no evidence of callusing around old wounds. This health rating indicates that there is widespread evidence of stress, disease, nutrient deficiency, and/or insect infestation.
Tree Structure	
Good	No wounds, cavities, decay, or indication of hollowness are evident in the root crown, trunk, or primary and secondary limbs; no anchor roots are exposed; no codominant branching or multiple trunk attachments are present; very little included bark at branch attachments exists; no dead primary or secondary limbs are present in canopy; there have been no major limb failures; limbs are not overburdened; branching structure is appropriate for species; any decay is limited to small dead branches/stubs. This structure rating represents a low potential for failure.
Fair	With respect to the size of the tree, small to moderate wounds, cavities, decay, and indication of hollowness may be evident in the root crown, trunk, and/or primary and secondary limbs; some anchor roots may be exposed; codominant branching or multiple trunk attachments may be present, but included bark does not exist or is not well developed; minor to moderate amounts of included bark at branch attachments may exist; there may be small to moderate amounts of large dead limbs in canopy, but there is no evidence of large limb failures; limbs may be slightly overburdened; branching structure and/or canopy balance may be moderately altered by the tree's growing environment. This structure rating represents a moderate potential for failure.
Poor	With respect to the size of the tree, significant wounds, cavities, decay, and/or indication of hollowness may be evident in the root crown, trunk, and/or primary and secondary limbs; anchor roots may be exposed and/or the tree may have lost anchorage; codominant branching or multiple trunk attachments may be present; significant amounts of included bark may exist in trunk and branch attachments; there may be significant amounts of large dead limbs in the canopy; there may be evidence of trunk or large limb failures; limbs may be severely overburdened; branching structure and/or canopy balance may be drastically altered by the tree's growing environment. This structure rating represents a high potential for failure.

3.0 RESULTS AND DISCUSSION

A total of 5 trees, consisting of 3 valley oaks, one California fan palm (*Washingtonia filifera*) and one Canary Island date palm (*Phoenix canariensis*) are located on the project site. An additional 16 valley oaks are located adjacent to and overhanging the project site. Most of the surveyed trees are located in a windrow along the fenceline on the north boundary of the property. All of the trees are in good health, although some have pruning wounds where branches have been removed. None of the trees are recommended for removal. **Table 2** lists the surveyed trees by their health and structure ratings. **Appendix A** shows detailed data for all surveyed trees.

Table 2 — Number of Surveyed Trees by Health and Structure Ratings

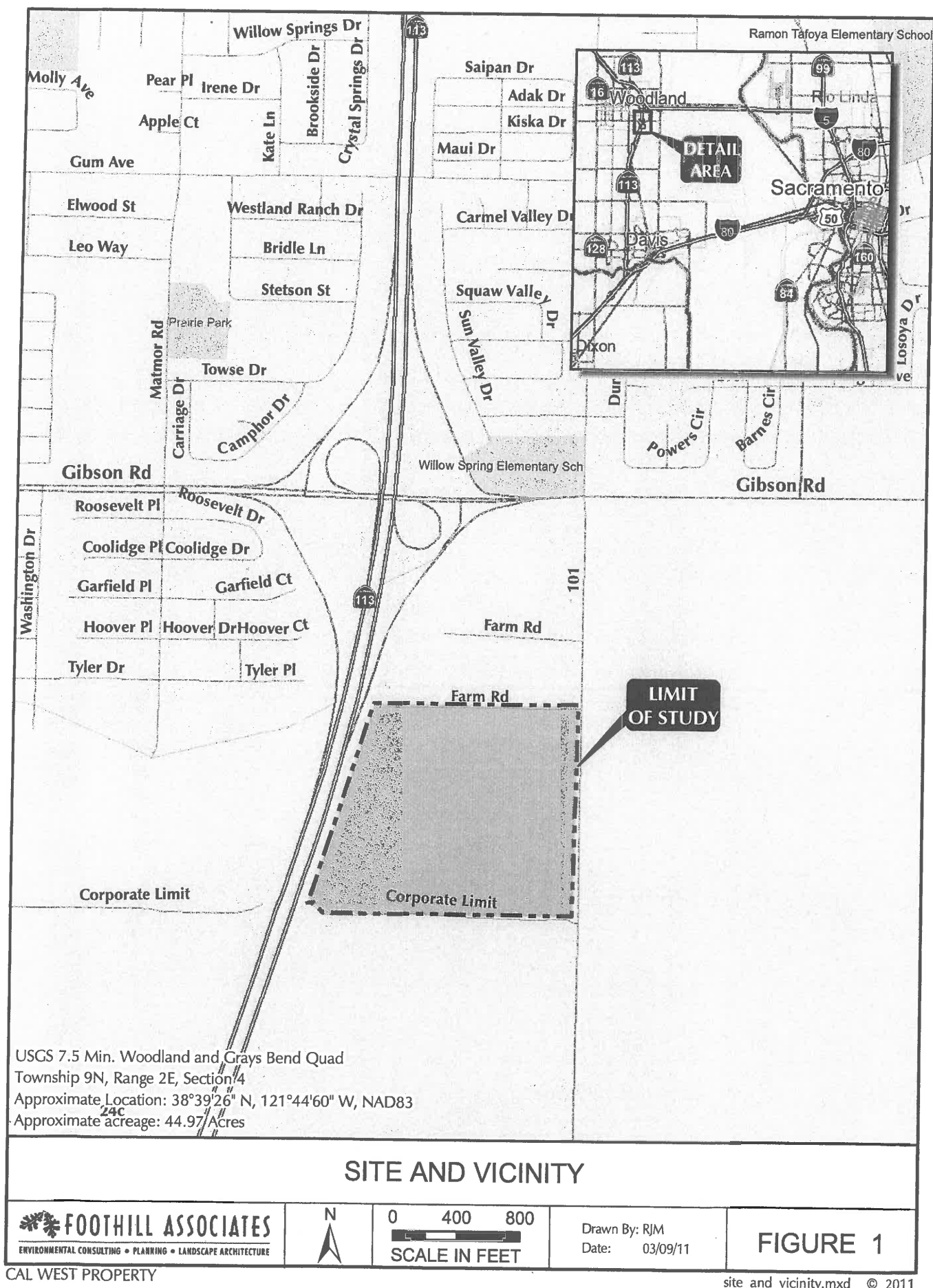
Structure							
Health		Good	Fair-Good	Fair	Poor-Fair	Poor	Total Trees
	Good	7	12	1			20
	Fair-Good		1				1
	Fair						0
	Poor-Fair						0
	Poor						0
	Total Trees	7	13	1	0	0	21

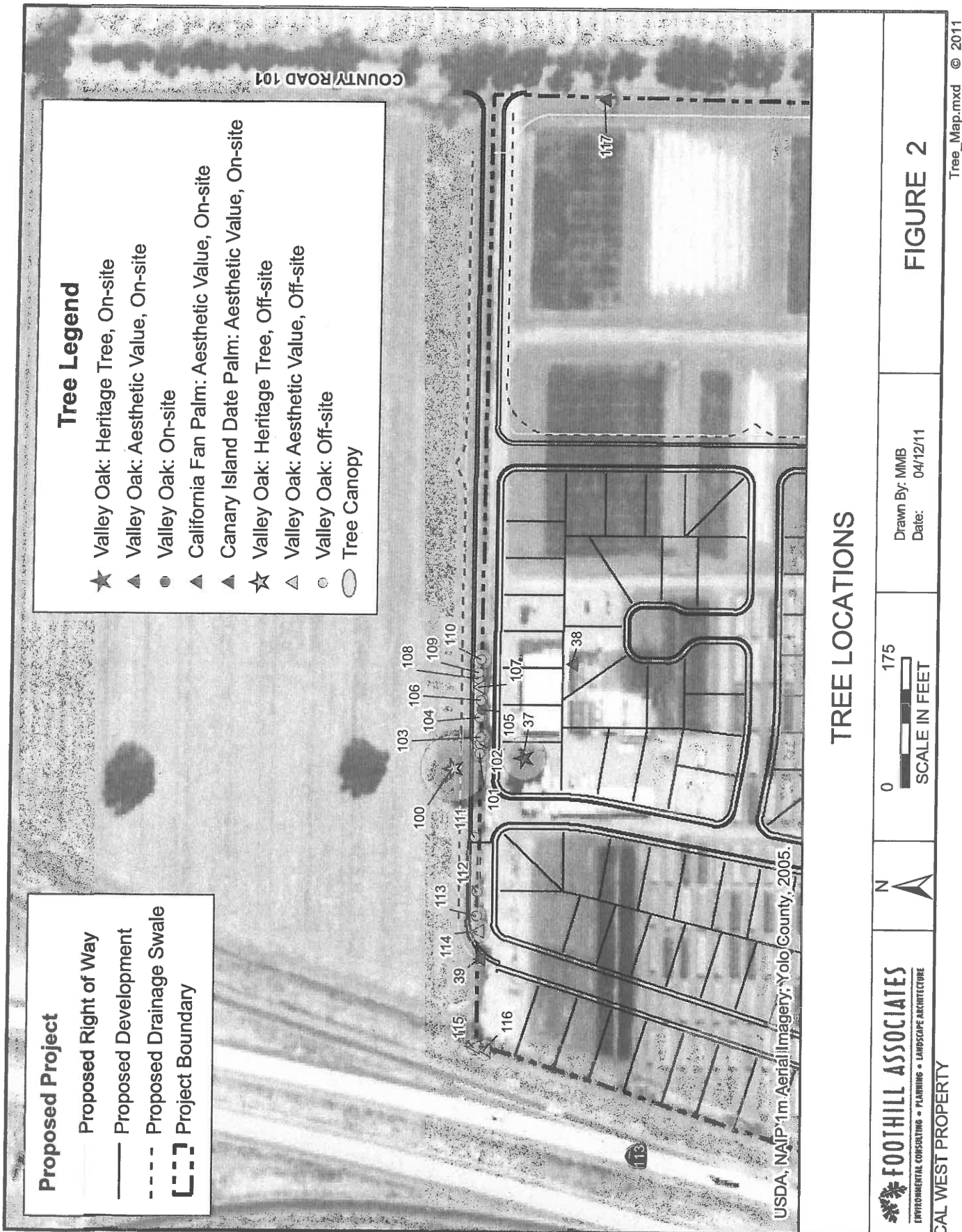
The trees located on the project site are all in good health. Tree #37 is a Heritage Tree, for which mitigation is required. Three other trees are designated as Trees with Aesthetic Value, although replacement planting is not required under the City's tree ordinance. In addition, Tree #117 may be considered a Street Tree, as it is located along County Road 101. Eight of the trees located off site qualify as Trees with Aesthetic Value and one is a Heritage Tree.

The proposed project is anticipated to remove all of the surveyed trees due to grading and development. Mitigation planting is required for removal of the two Heritage Trees. If tree #117 is considered a street tree by the City of Woodland, mitigation will be required for its removal. Required mitigation is shown in **Table 3**. No trees are planned to be preserved. If the project plan is amended to preserve existing trees, preservation measures should be taken in accordance with the City of Woodland's Design and Engineering Standards and Standard Specifications. Additional tree protection requirements for native oak trees are identified in standard specification section 19.04.

Table 3 — Tree Impacts and Required Mitigation

Tree Number	Species	Impact	Special Classification	Mitigation Required
37	Valley Oak	Removed	Heritage Tree	24 15-gallon valley oaks
38	California Fan Palm	Removed	Aesthetic Value	None
39	Valley Oak	Removed	Aesthetic Value	None
100	Valley Oak	Removed	Heritage Tree	36 15-gallon valley oaks
101	Valley Oak	Removed	None	None
102	Valley Oak	Removed	None	None
103	Valley Oak	Removed	Aesthetic Value	None
104	Valley Oak	Removed	None	None
105	Valley Oak	Removed	None	None
106	Valley Oak	Removed	None	None
107	Valley Oak	Removed	Aesthetic Value	None
108	Valley Oak	Removed	None	None
109	Valley Oak	Removed	Aesthetic Value	None
110	Valley Oak	Removed	Aesthetic Value	None
111	Valley Oak	Removed	None	None
112	Valley Oak	Removed	None	None
113	Valley Oak	Removed	Aesthetic Value	None
114	Valley Oak	Removed	Aesthetic Value	None
115	Valley Oak	Removed	Aesthetic Value	None
116	Valley Oak	Removed	Aesthetic Value	None
117	Canary Island Date Palm	Removed	Aesthetic Value, Possible Street Tree	12 15-gallon trees from approved list if a Street Tree
Total Mitigation Required				60 15-gallon valley oaks 12 15-gallon trees (potentially)





Appendix A — Tree Survey Data

Appendix A

Tree Survey Data

Trees Located On Site

Tree #	Species	# of Trunks	DBH (inches)	DLR (feet)	Health	Structure	Additional Notes	Expected Impacts
37	Valley Oak	1	35	30	Good	Good	Heritage Tree	Removed - located on lot
38	California Fan Palm	1	16	6	Good	Good	Aesthetic Tree	Removed - located on lot
39	Valley Oak	1	10	10	Good	Fair-Good	Aesthetic Tree, asymmetrical canopy, minor pruning wounds	Removed - located on lot
105	Valley Oak	2	6,8	8	Good	Fair-Good	Not Tagged	Removed - located in road
117	Canary Island Date Palm	1	36	15	Good	Good	Aesthetic Tree overhead utility lines, Possible Street Tree (in road shoulder), Not Tagged	Removed due to road widening

Appendix A

Tree Survey Data

Trees Located Off Site

Tree #	Species	of Trunk	DBH (inches)	DLR (feet)	Health	Structure	Additional Notes	Expected Impacts
100	Valley Oak	1	54	45	Good	Fair-Good	Heritage Tree	Removed - swale grading close to trunk
101	Valley Oak	1	7	12	Good	Good		Removed - located in road
102	Valley Oak	1	7	11	Good	Fair-Good		Removed - located in road
103	Valley Oak	1	9	12	Good	Fair-Good	Aesthetic Tree	Removed - located in road
104	Valley Oak	1	7	9	Good	Fair-Good		Removed - located in road
106	Valley Oak	2	4,6	8	Good	Fair-Good		Removed - located in road
107	Valley Oak	1	10	12	Good	Fair-Good	Aesthetic Tree	Removed - located in road
108	Valley Oak	1	6	7	Fair-Good	Fair-Good	overhead utility lines	Removed - located in road
109	Valley Oak	1	9	10	Good	Fair-Good	Aesthetic Tree, overhead utility lines	Removed - located in road
110	Valley Oak	1	9	13	Good	Fair-Good	Aesthetic Tree, overhead utility lines	Removed - located in road
111	Valley Oak	1	7	8	Good	Good		Removed - located in road
112	Valley Oak	1	7	8	Good	Fair-Good		Removed - located in road
113	Valley Oak	1	9	12	Good	Good	Aesthetic Tree	Removed - located in road
114	Valley Oak	1	16	16	Good	Fair	Aesthetic Tree, narrow crotch	Removed - located in road
115	Valley Oak	1	10	11	Good	Good	Aesthetic Tree	Removed - soundwall construction and lot grading
116	Valley Oak	2	8,10	14	Good	Fair-Good	Aesthetic Tree	Removed - soundwall construction and lot grading

Environmental Noise Assessment

CalWest Residential Development

Woodland, California

BAC Job #2011-003

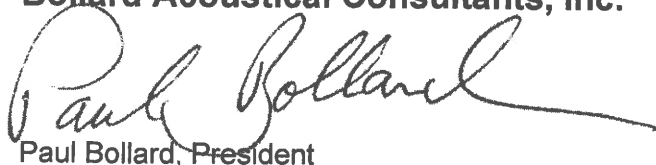
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Prepared By:

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Paul Bollard, President

July 19, 2011



INTRODUCTION

The CalWest residential development (proposed) is located on the east side of Highway 113, in the City of Woodland, California. Please see the site aerial presented as Figure 1. Traffic on Highway 113 is considered to be a significant noise source which may impact the project design. As a result, the City has requested an analysis of potential noise impacts associated with this noise source.

The project design, presented as Figure 2, includes 112 single-family dwellings, a future park, and future neighborhood commercial uses. The City's exterior and interior noise exposure criteria regarding residential land uses will be applied for this project.

Please refer to Appendix A for definitions of acoustical terminology used in this report.

CRITERIA FOR ACCEPTABLE NOISE EXPOSURE

Exterior

The City of Woodland General Plan Health and Safety Policy Document sets a variety of noise standards for various land uses affected by transportation noise sources. With respect to this project, the City of Woodland establishes a maximum allowable exterior noise level of 60 dB L_{dn} /CNEL within outdoor activity areas (e.g., backyards). A level of 65 dB L_{dn} /CNEL may be allowed assuming that all reasonable/feasible noise-mitigating construction has been included, and the interior noise exposure criterion is met.

Interior

The City of Woodland establishes an interior noise level standard of 45 dB L_{dn} /CNEL or less within noise-sensitive dwellings. The intent of this interior noise limit is to provide a suitable environment for indoor communication and sleep.

EXISTING SR 113 TRAFFIC NOISE ENVIRONMENT AT THE PROJECT SITE

To quantify existing ambient noise conditions in the immediate project vicinity, Bollard Acoustical Consultants, Inc. conducted continuous (24-hour) and short-term noise level measurements at the location shown on Figure 1 on March 28-29, 2011. The noise measurements were conducted approximately 150 feet from the centerline of SR 113 and are depicted in Figure 1. The noise level measurement survey results are summarized in Table 1, with the detailed results presented in Appendix B.

Noise measurement instrumentation consisted of a Larson-Davis Laboratories (LDL) Model 820 precision integrating sound level meter equipped with a LDL Model 2560 ½" microphone. The measurement system was calibrated in the field before use with a LDL CAL200 acoustical calibrator to ensure measurement accuracy.

Figure 1
CalWest Residential Development - Woodland, California
Project Site Aerial and Noise Monitoring Location

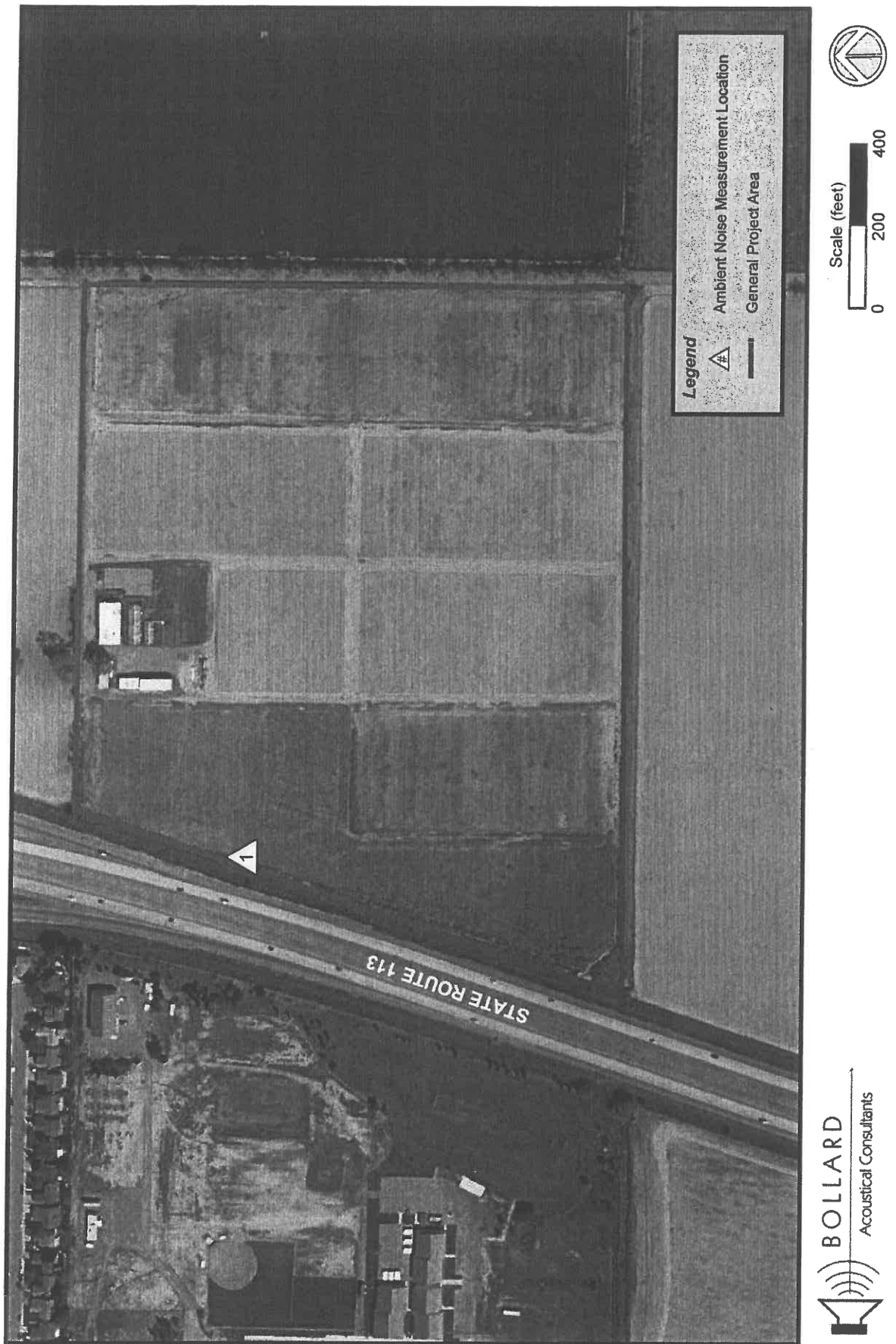
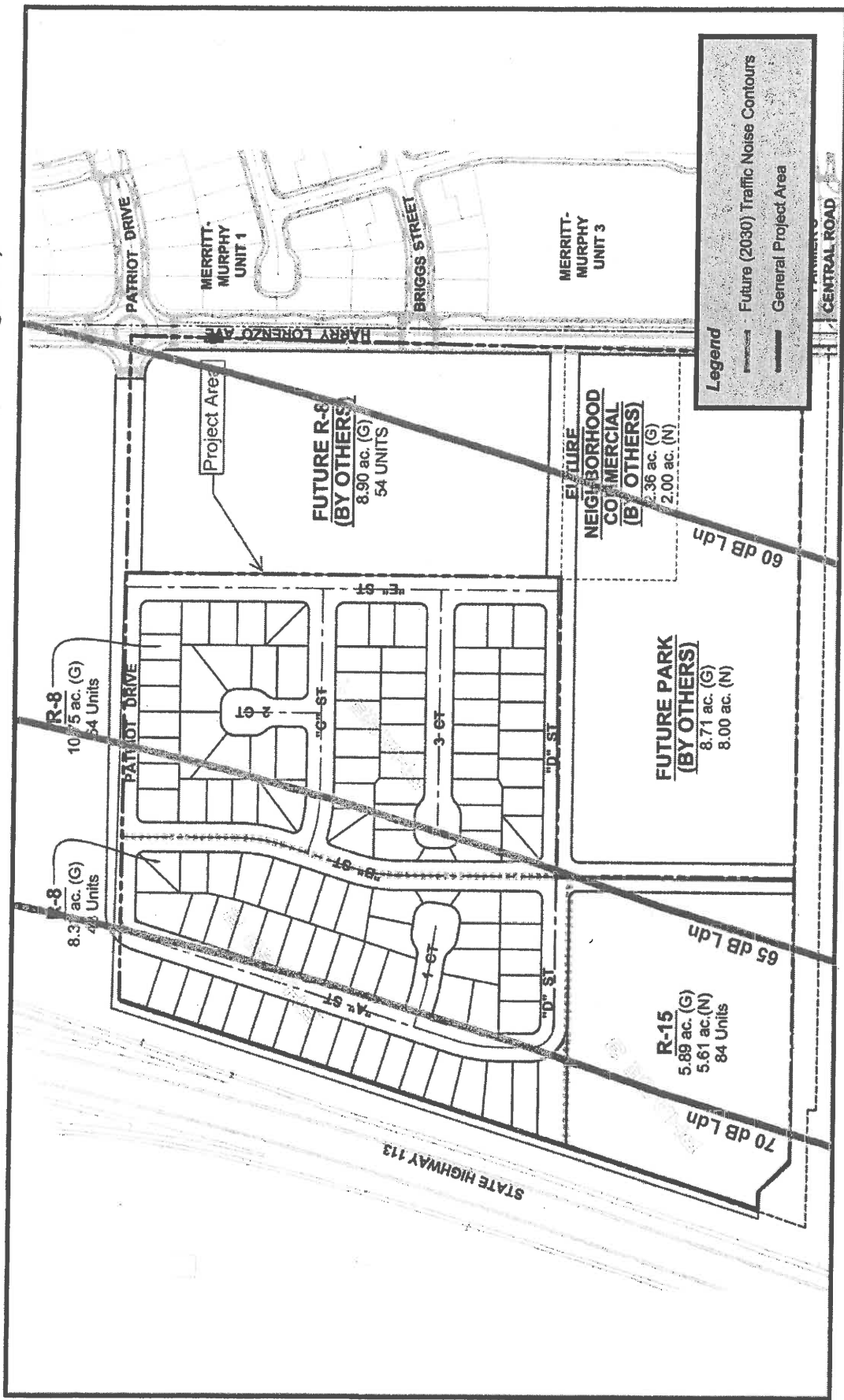


Figure 2
CalWest Residential Development - Woodland, California
Proposed Site Plan & Future (2030) Traffic Noise Contours (Unmitigated)



Bollard Acoustical Consultants, Inc (BAC)

As shown below, the Table 1 data indicate that the existing average noise levels at the nearest proposed residential backyard areas within the CalWest development ranged from the upper 50's during nighttime hours to the mid 60's during daytime hours (dB, L_{eq}), with a computed day/night average level of 67 dB L_{dn} .

Table 1
Summary of Ambient Noise Monitoring Results
CalWest Residential Development – March 29, 2011

Location	Average Measured Hourly Noise Levels						
	Daytime (7 a.m. to 10 p.m.)			Nighttime (10 p.m. to 7 a.m.)			
	L_{eq}	L_{50}	L_{max}	L_{eq}	L_{50}	L_{max}	L_{dn}
Site 1	63	61	71-75	60	54	71-82	67

Source: Bollard Acoustical Consultants, Inc.

EVALUATION OF NOISE IMPACTS

Bollard Acoustical Consultants, Inc. employs the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA RD-77-108) for the prediction of traffic noise exposure. The Model is based on the CALVENO noise emission factors for automobiles, medium trucks, and heavy trucks; consideration is given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site. The FHWA Model was developed to predict hourly L_{eq} values for free-flowing traffic conditions, and is considered to be accurate within 1.5 dB in most situations. To predict L_{dn} values, it is necessary to include the day/night distribution of traffic in the calculation.

As mentioned previously, noise level measurements and concurrent counts of Highway 113 traffic on the project site were conducted. The purpose of the short-term traffic noise level measurements/counts was to determine the accuracy of the FHWA Model in describing the existing noise environment on the project site, accounting for shielding from local topography, actual travel speeds, and roadway grade. Essentially, this is a Model calibration exercise. The noise measurement results were compared to the FHWA Model results by entering the observed traffic volumes, speed, and distances as inputs to the Model. Please refer to Figure 1 for the noise measurement locations. Appendix C summarizes the traffic calibration exercises. The FHWA Model was found to appropriately predict traffic noise exposure on the project site. As a result, no offsets were applied to the model.

Future traffic information for this project was attained from the 1999 Woodland Specific Plan Environmental Impact Report, the California Department of Transportation (Caltrans), and past Bollard Acoustical Consultants, Inc. studies for similar roadways. All FHWA Model inputs and results are presented in Appendix D. Predicted future (2030) Highway 113 traffic noise exposure at the closest residential setbacks was calculated to be approximately 74 dB L_{dn} on the undeveloped project site. Unmitigated future (2030) Highway 113 traffic noise contour locations are illustrated in Figure 2.

Bollard Acoustical Consultants, Inc (BAC)

Table 2
Predicted Future Traffic Noise Contours
CalWest Residential Development – Woodland, California

Roadway	L _{dn} @ Nearest Backyard	Distance to Traffic Noise Contour (feet from C/L)		
		60 dB L _{dn}	65 dB L _{dn}	70 dB L _{dn}
Highway 113	74	1352	627	291

Source: FHWA-RD-77-108 with inputs from Caltrans & Bollard Acoustical Consultants, Inc. file data.

Exterior Traffic Noise Exposure

Based upon the data in Table 2, Highway 113 future traffic noise levels will exceed the City of Woodland 60 dB L_{dn} exterior noise level criterion at the nearest proposed residences. Bollard Acoustical Consultants, Inc. utilized the FHWA noise barrier performance methodology to determine the insertion loss and resulting noise levels provided by different barrier heights at the lots located nearest to Highway 113 traffic noise. Table 3 shows the results of the barrier analysis. Appendix E shows a complete listing of FHWA Barrier Model inputs.

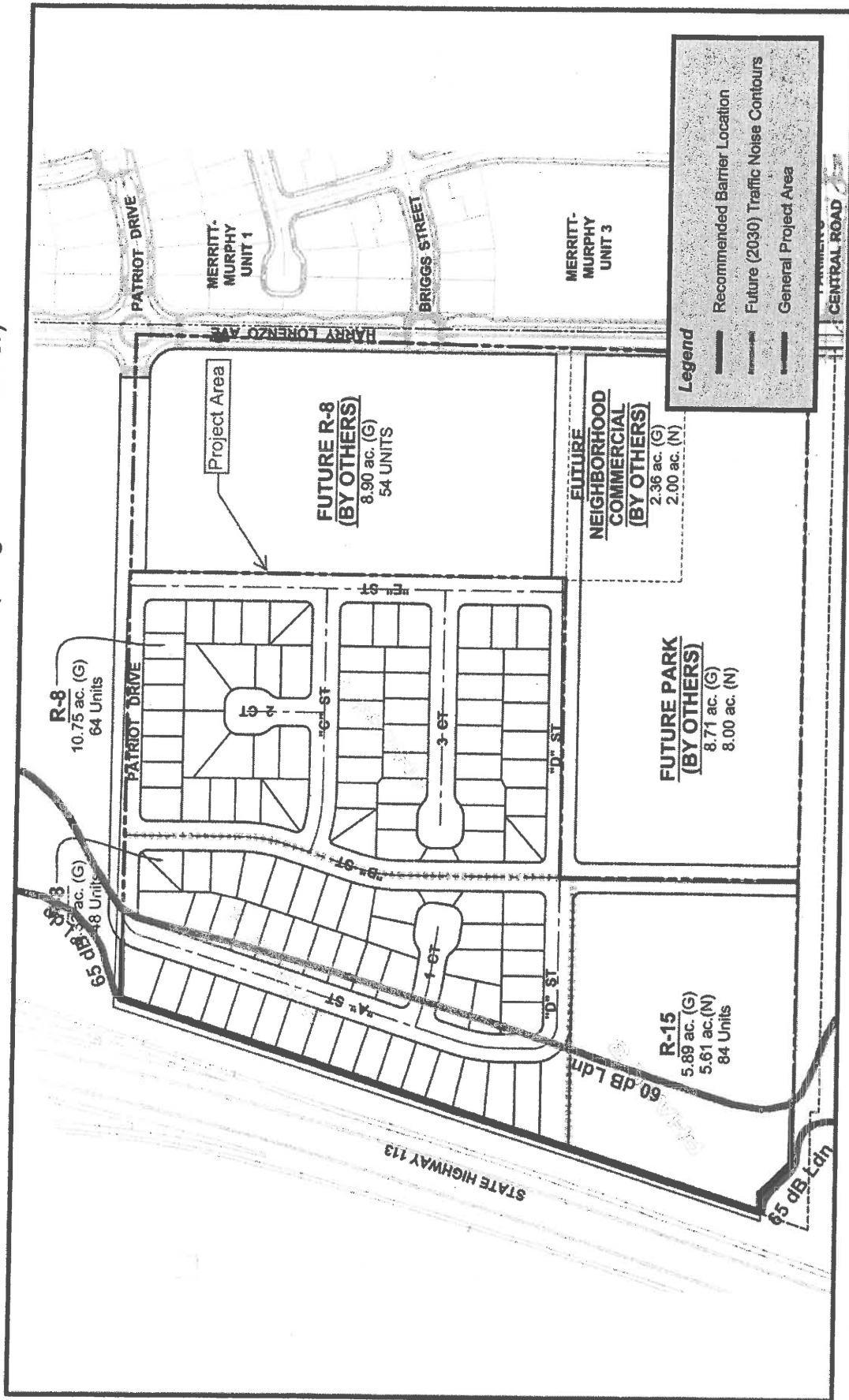
Table 3
Predicted Future Traffic Noise Levels
CalWest Residential Development – Woodland, California

Roadway	Traffic Noise Level		Traffic Noise Level ² With Barrier, dB L _{dn}
	Without Barrier	Barrier Height ¹	
Highway 113	74 dB	6	69
		7	68
		8	67
		9	66
		10	65
		16	60

Source: FHWA-RD-77-108 with inputs from Caltrans & Bollard Acoustical Consultants, Inc. file data.

As shown in Table 3, a barrier measuring 16 feet in height would be required to reduce future traffic noise levels to achieve compliance with the City of Woodland exterior noise level standard of 60 dB L_{dn} at the nearest proposed residences. Such a barrier height may be considered infeasible, in which case a barrier height of 10 feet would satisfy a conditionally acceptable noise level standard of 65 dB L_{dn}. The barrier heights required to satisfy a 65 dB L_{dn} exterior noise standard are shown in Table 3 and, the barrier location is depicted in Figure 3. All barrier heights are relative to building pad elevations. Figure 3 illustrates the future contour locations after construction of a 10-foot tall barrier adjacent to the project site.

Figure 3
 CalWest Residential Development - Woodland, California
 Future (2030) Traffic Noise Contours (Mitigated - 10' Barrier)



Bollard Acoustical Consultants, Inc (BAC)

Barriers should be constructed of concrete or masonry block, precast concrete, earthen berm, or a combination of earth berms with barriers on top. Wood is not recommended due to eventual warping and shrinking of materials which results in openings and cracks which compromise the barrier longevity. Other prefabricated barriers may be used. However, alternative materials should be reviewed by an acoustical consultant.

Interior Traffic Noise Exposure

Exterior traffic noise levels at the first row of residences adjacent to Highway 113 are predicted to be approximately 74 dB L_{dn} at the nearest residences. After accounting for shielding provided by barriers, traffic noise levels at the first floor facades of these residences are predicted to be approximately 65 dB L_{dn} or less. Generally, second floor facades will be exposed to traffic noise levels of approximately 2-3 dB higher than first floor facades due to reduced ground attenuation. In addition, second floor facades do not benefit from shielding provided by barriers. Therefore, unmitigated Highway 113 traffic noise levels of up to 77 dB L_{dn} can be expected at the second-floor building facades proposed nearest to Highway 113. If the residences proposed adjacent to Highway 113 were limited to one-story units, the potential for exceedance of the City's noise standards within these nearest residences would be greatly diminished.

Standard residential construction (wood siding or one-coat stucco siding, STC-26 windows, door weather-stripping, exterior wall insulation, composition plywood roof, etc.), results in an exterior to interior noise reduction of approximately 25 dB with windows closed, and approximately 15 dB with windows open.

Based upon a 25 dB building facade noise reduction provided by standard residential construction, interior traffic noise levels at first floor facades located nearest to Highway 113 are predicted to satisfy the City of Woodland interior noise level standard of 45 dB L_{dn} . However, in order to reduce Highway 113 traffic noise levels to compliance with the City of Woodland interior noise level standard at the nearest second floor building facades (if two-story units are constructed adjacent to the Highway), an exterior to interior building facade noise level reduction of approximately 32 dB would be required (based on an exterior second floor exposure of 77 dB L_{dn}). Therefore additional mitigation measures would be required at these locations.

As a means of complying with the interior noise level requirement of 45 dB L_{dn} at the second floor facades of residences nearest to Highway 113, the construction techniques described below are required.

1. Air conditioning or mechanical ventilation systems are installed so that windows and doors may remain closed.
2. Exterior doors are solid core with perimeter weather-stripping and threshold seals.
3. Exterior walls consist of stucco or brick veneer.
4. Glass in both windows and doors should not exceed 20% of the floor area in a room.
6. Windows from which Highway 113 is visible should have a Sound Transmission Classification (STC) rating of at least 35.
7. Roof or attic vents facing the noise source of concern should be boxed.

CONCLUSIONS AND RECOMMENDATIONS

Future noise levels at the proposed CalWest Residential project site are expected to exceed the applicable City of Woodland noise level standards. As a means of achieving compliance with these standards, the following mitigation measures are recommended:

1. A minimum 10-foot tall noise barrier should be constructed along the western property line of the project site, as shown in Figure 3. The barrier heights shown are those required to reduce future Highway 113 traffic noise levels to 65 dB L_{dn} or less. Barriers should be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with City noise standards.
2. In order to reduce interior noise levels generated by future traffic on Highway 113 to compliance with the City of Woodland interior noise level standard, the construction practices presented earlier in the report should be implemented in the construction of all second floor building facades located adjacent to this roadway.
3. Disclosure statements should be provided to all prospective residences notifying them of the elevated projected future Highway 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB L_{dn} interior noise standards may only be achieved with windows in the closed positions.

Barriers should be constructed of concrete or masonry block, or precast concrete. Wood is not recommended due to eventual warping and shrinking of materials which results in openings and cracks which compromise the barrier longevity. Other prefabricated barriers may be used. However, they should be reviewed by an acoustical consultant.

These conclusions are based on the traffic data provided by Caltrans, noise reduction data for standard residential dwellings, and typical STC rated window data. Bollard Acoustical Consultants, Inc. is not responsible for degradation in acoustic performance of the residential construction due to poor construction practices, failure to comply with applicable building code requirements, or for failure to adhere to the minimum building practices cited in this report.

Appendix A Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.
L_{dn}	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
L_{eq}	Equivalent or energy-averaged sound level.
L_{max}	The highest root-mean-square (RMS) sound level measured over a given period of time.
Loudness	A subjective term for the sensation of the magnitude of sound.
Masking	The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.
Noise	Unwanted sound.
Peak Noise	The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the "Maximum" level, which is the highest RMS level.
RT₆₀	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 sabin.
SEL	A rating, in decibels, of a discrete event, such as an aircraft flyover or train passby, that compresses the total sound energy of the event into a 1-s time period.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.



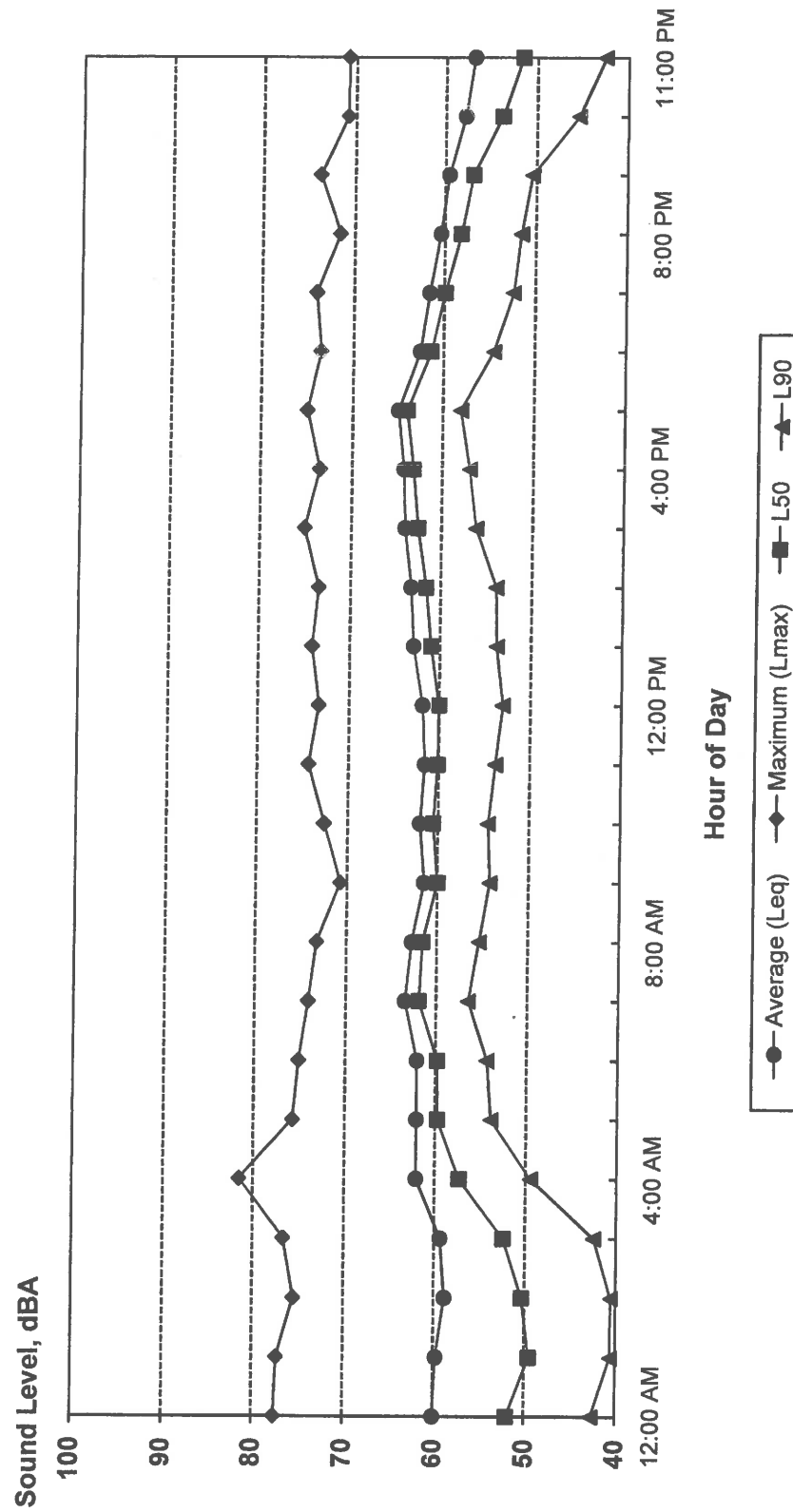
Appendix B-1
CalWest Residential Development
24hr Continuous Noise Monitoring at Site 1
Tuesday, March 29, 2011

Hour	Leq	Lmax	L50	L90
0:00	60	78	52	43
1:00	60	77	50	41
2:00	59	75	50	41
3:00	59	77	52	42
4:00	62	82	57	50
5:00	62	76	60	54
6:00	62	75	60	54
7:00	63	74	62	56
8:00	63	73	62	55
9:00	61	71	60	54
10:00	62	73	61	55
11:00	62	74	60	54
12:00	62	73	60	53
13:00	63	74	61	54
14:00	63	73	62	54
15:00	64	75	63	56
16:00	64	74	63	57
17:00	65	75	64	58
18:00	63	74	61	54
19:00	62	74	60	52
20:00	60	72	58	52
21:00	60	74	57	50
22:00	58	71	54	45
23:00	57	71	52	43

	Statistical Summary				
	Daytime (7 a.m. - 10 p.m.)		Nighttime (10 p.m. - 7 a.m.)		
Leq (Average)	High	Low	Average	High	Low
Lmax (Maximum)	64.9	59.6	62.7	62.1	56.8
L50 (Median)	75.1	70.7	73.5	81.5	70.8
L90 (Background)	63.9	56.9	60.9	59.8	49.5
	58.0	50.5	54.3	54.4	40.6
					45.8

Computed Ldn, dB	67.1
% Daytime Energy	74%
% Nighttime Energy	26%

Appendix B-2
CalWest Residential Development
24hr Continuous Noise Monitoring at Site 1
Tuesday, March 29, 2011



Ldn: 67 dB

Appendix C

FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)

Calibration Worksheet

Project Information:

Job Number: 2011-003
 Project Name: CalWest Residential Development
 Roadway Tested: Highway 113
 Test Location: On project site
 Test Date: March 28, 2011

Weather Conditions:

Temperature (Fahrenheit): 59
 Relative Humidity: Moderate
 Wind Speed and Direction: NNE 10 MPH
 Cloud Cover: Clear

Sound Level Meter:

Sound Level Meter: LDL Model 820
 Calibrator: LDL Model CAL200
 Meter Calibrated: Immediately before
 Meter Settings: A-weighted, slow response

Microphone:

Microphone Location: On project site
 Distance to Centerline (feet): 150
 Microphone Height: 5 feet above ground
 Intervening Ground (Hard or Soft): **Soft**
 Elevation Relative to Road (feet): -5

Roadway Condition:

Pavement Type Asphalt
 Pavement Condition: Good
 Number of Lanes: 4
 Posted Maximum Speed (mph): 65

Test Parameters:

Test Time: 1:54 PM
 Test Duration (minutes): 15
 Observed Number Automobiles: 273
 Observed Number Medium Trucks: 5
 Observed Number Heavy Trucks: 14
 Observed Average Speed (mph): 65

Model Calibration:

Measured Average Level (L_{eq}): 66.7
 Level Predicted by FHWA Model: 65.9

Difference: -0.8 dB

Conclusions:



Appendix D
FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)
Noise Prediction Worksheet

Project Information:

Job Number: 2011-003
 Project Name: CalWest Residential Development
 Roadway Name: Highway 113

Traffic Data:

Year: 2030
 Average Daily Traffic Volume: 45,000
 Percent Daytime Traffic: 74
 Percent Nighttime Traffic: 26
 Percent Medium Trucks (2 axle): 4
 Percent Heavy Trucks (3+ axle): 9
 Assumed Vehicle Speed (mph): 65
 Intervening Ground Type (hard/soft): Soft

Traffic Noise Levels:

Location:	Description	Distance	Offset (dB)	-----L _{dn} , dB-----			Total
				Autos	Medium Trucks	Heavy Trucks	
1	Nearest Outdoor Activity Area	150	0	71	64	71	74

Traffic Noise Contours (No Calibration Offset):

L _{dn} Contour, dB	Distance from Centerline, (ft)
75	135
70	291
65	627
60	1352

Notes: A -5 dB offset was applied at the common outdoor areas due to the intervening structures.

Appendix E

FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)

Noise Barrier Effectiveness Prediction Worksheet

Project Information:

Job Number: 2011-003
 Project Name: CalWest Residential Development
 Roadway Name: Highway 113
 Location(s): 1

Noise Level Data:

Year: 2030
 Auto L_{dn} , dB: 71
 Medium Truck L_{dn} , dB: 64
 Heavy Truck L_{dn} , dB: 71

Site Geometry:

Receiver Description: Nearest Outdoor Activity Area
 Centerline to Barrier Distance (C_1): 135
 Barrier to Receiver Distance (C_2): 15
 Automobile Elevation: 4
 Medium Truck Elevation: 6
 Heavy Truck Elevation: 12
 Pad/Ground Elevation at Receiver: 0
 Receiver Elevation¹: 5
 Base of Barrier Elevation: 0
 Starting Barrier Height 8

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height ² (ft)	----- L_{dn} , dB -----				Barrier Breaks Line of Sight to...		
		Autos	Medium Trucks	Heavy Trucks	Total	Autos?	Medium Trucks?	Heavy Trucks?
8	8	63	56	64	67	Yes	Yes	Yes
9	9	62	55	63	66	Yes	Yes	Yes
10	10	61	54	62	65	Yes	Yes	Yes
11	11	60	53	61	64	Yes	Yes	Yes
12	12	59	52	60	63	Yes	Yes	Yes
13	13	58	51	59	62	Yes	Yes	Yes
14	14	58	51	58	61	Yes	Yes	Yes
15	15	57	50	57	61	Yes	Yes	Yes
16	16	56	49	57	60	Yes	Yes	Yes

Notes: 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s)

ATTACHMENT F

82093.0018A\3562869.4

DEVELOPMENT AGREEMENT NO. [____]

This Development Agreement (hereinafter "Agreement") is entered into as of this ____ day of _____, 2013 by and between the City of Woodland, California ("CITY"), and Cal/West Investors LLC and Optimistic Partners, LLC, California corporations (collectively "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan ("Plan") which encompasses OWNER's property, more fully described on Exhibit "A" and shown on Exhibit "B" to this Agreement (Property), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, this Agreement includes the ten acre park and neighborhood commercial site shown on Exhibit B, and Owner agrees to submit an application for its development prior to acceptance of the first final map; and

WHEREAS, CITY and Cal/West Seeds entered into a development agreement relative to the development known as the Cal/West Seeds Inc. 20 acres, which development agreement was recorded in the Official Records of Yolo County on November 4, 2011, as Instrument No. 2011-0030468-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal/West Seeds property would be owned by Cal West Investors, LLC and subject to the Cal/West Seeds development agreement; and

WHEREAS, Cal/West Seeds subsequently sold its 20-acre property to Optimistic Partners, LLC, which currently owns the 20 acres formerly owned by Cal/West Seeds; and

WHEREAS, CITY and Cal West Investors, LLC entered into a certain development agreement relative to the development known as the Cal West Investors LLC 25 acres, which development agreement was recorded in the Official Records of Yolo County on July 20, 2012 as Instrument No. 2012-0023092-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal West Investors property would be owned by Cal/West Seeds and subject to the Cal West Investors, LLC development agreement; and

WHEREAS, OWNER(s) and CITY now wish to enter into an Amended and Restated Development Agreement, which shall replace both the Cal West Investors, LLC and Cal/West Seeds Development Agreements as they pertain to the Property allowing for the construction of a project as described herein ("Project"); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “CITY” means the City of Woodland, a California municipal corporation.

1.1.3 “City Council” means the duly elected city council of the City of Woodland.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Development” means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to

the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.16 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Map showing Property and its location

Exhibit “C” – Development Plan and Conditions of Approval

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall continue for a period of 20 years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map

Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations

hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot, and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
5400 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Cal West Investors, LLC
 Attn: Melanie Mathews
 173 Court Street, Suite D
 Woodland, Ca 95695

Optimistic Partners
 Attn: Bill Streng
 1949 Fifth Street, Suite 108
 Davis Ca 95616

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revising the Land Use Regulations pursuant to Government Code section 65866, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, and the 10 acre park and neighborhood commercial parcel, which is the subject of this Agreement,

which result in 176 R-8 units, and a remainder parcel that is zoned for a possible 84 units on the multi-family site.

The Specific Plan indicates that the 2-acre commercial sites shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this

Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY, and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of

such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's property.

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "D", the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to submittal of the first final map and improvement plan package to CITY, provide evidence of the approval of the Department of Fish & Game of a plan for the purpose of Swainson's Hawk habitat mitigation.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan.

4.9 Deferred Administrative Costs. OWNER shall pay any unpaid CITY staff and Technical Advisory Committee costs deferred pursuant to paragraph 3.g of the Agreement for Advance of Costs dated October 18, 1998, including accrued interest, prior to approval of a final subdivision map on the Property.

4.10 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.11 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards, and received approval of such plans by the City Engineer.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to

defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

- (a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under

this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of a required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any

manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel

this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "D" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 **[reserved]**

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this

Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

Cal West Investors, LLC

By: _____

Its: _____

Dated: _____

Optimistic Partners, LLC

By: _____

Its: _____

Dated: _____

CITY

**CITY OF WOODLAND, a California
Municipal Corporation**

By: _____

Marlin, 'Skip' Davies

Mayor

Dated: _____

ATTEST:

By: _____

Ana Gonzalez

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

STATE OF CALIFORNIA)
)
 COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
 personally appeared _____, proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
 and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Notary Public

STATE OF CALIFORNIA)
)
 COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
 personally appeared _____, proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
 and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Notary Public

STATE OF CALIFORNIA)
)
 COUNTY OF _____) ss.

On _____, 2013 before me, _____, Notary Public,
 personally appeared _____, proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
 and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Notary Public

EXHIBIT "A"

(Legal Description of the Property)

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 6 (SIX) COURSES:

- 1) SOUTH 01° 13' 09" WEST, 1320.02 FEET;
- 2) THENCE NORTH 89° 42' 13" WEST, 1023.28 FEET;
- 3) THENCE NORTH 00° 16' 55" EAST, 469.58 FEET;
- 4) THENCE SOUTH 89° 43' 05" EAST, 581.98 FEET;
- 5) THENCE NORTH 00° 16' 55" EAST, 850.00 FEET;
- 6) THENCE SOUTH 89° 43' 05" EAST, 462.88 FEET TO THE POINT OF BEGINNING; AND DESCRIBED IN THAT CERTAIN "CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT," RECORDED AUGUST 8, 2012 AS INSTRUMENT NOS. 2012-0025469-00 AND 2012-0025470-00, RECORDS OF YOLO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

APN: 041-070-052-000 (New, Not Yet Assessed)

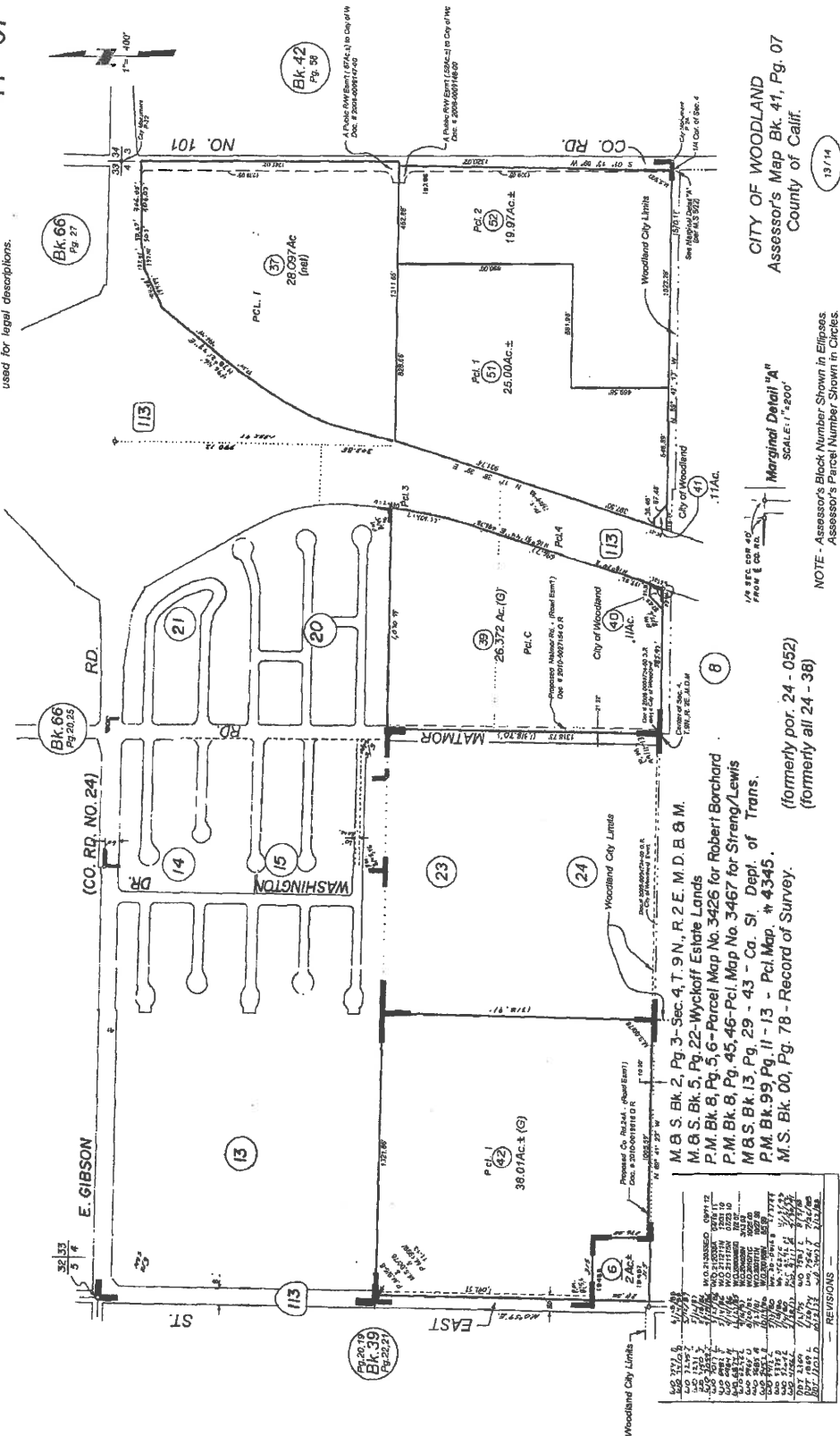
APN: 041-070-044-000 (Underlying, Portion Of)

APN: 041-070-046-000 (Underlying, Portion Of)

41 - 07

CAUTION- These Maps ARE NOT to be used for legal descriptions.

N. 1/2 SEC. 4, T. 9N., R. 2E., M.D.B. & M.



NOTICE

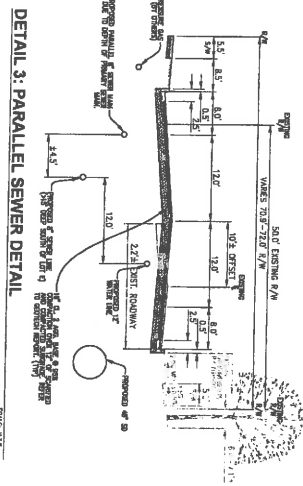
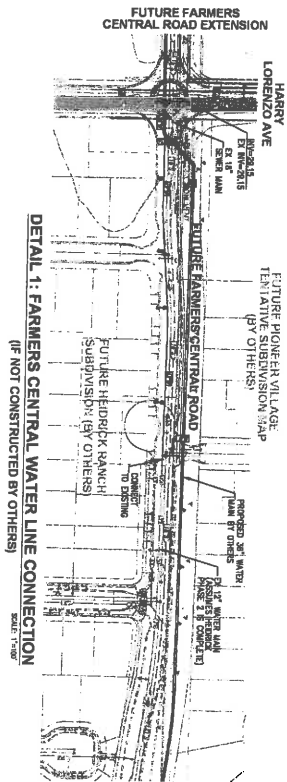
First American Title

EXHIBIT "B"

(Map of the Property)

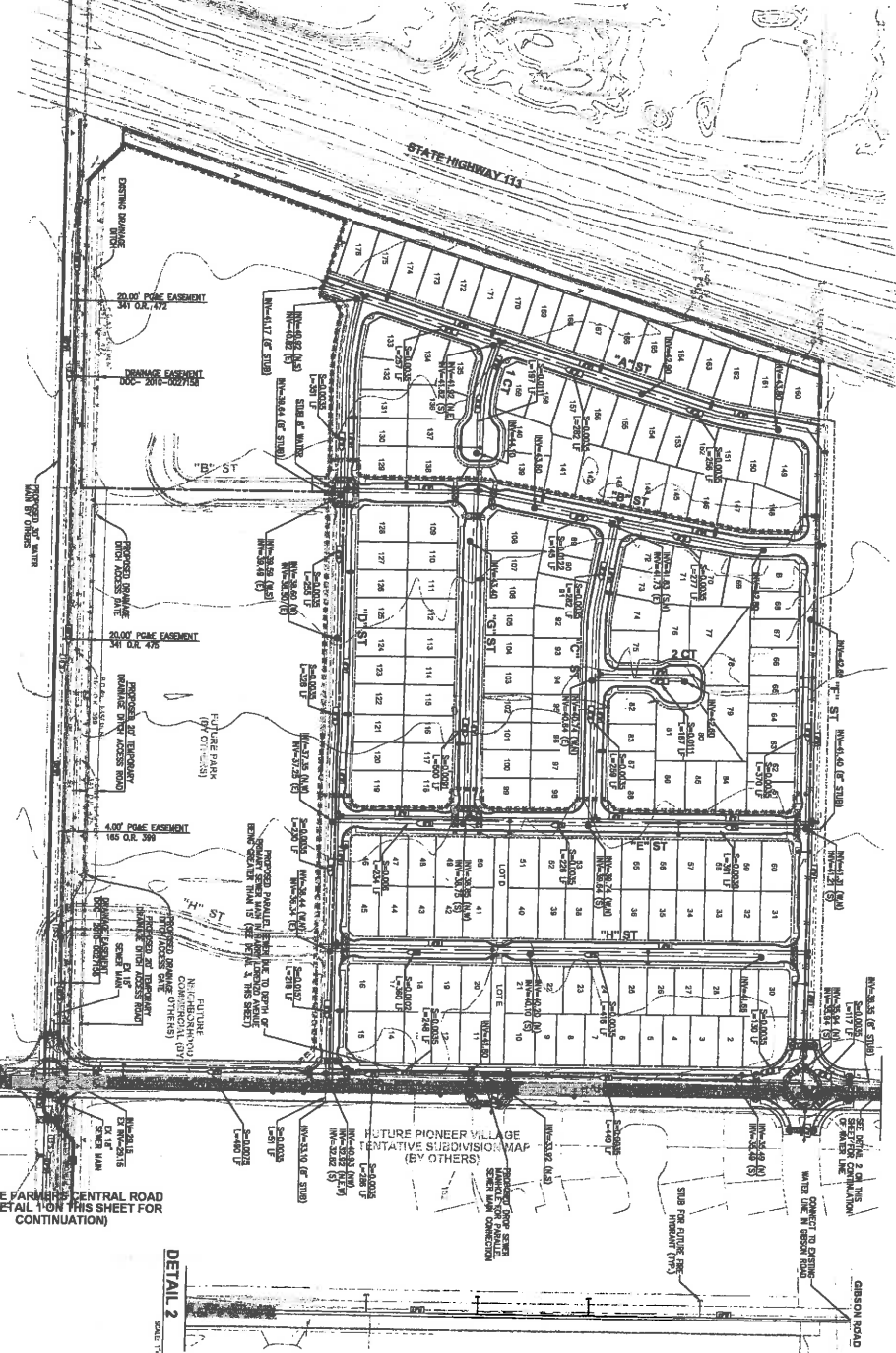
Exhibit B

(SEE DETAIL 1 ON THIS SHEET FOR CONTINUATION)



FUTURE FARMERS CENTRAL ROAD (SEE DETAIL 1 ON THIS SHEET FOR CONTINUATION)

DETAIL 2
SCALE: 1"=100'



LEGEND

- 204 LOT NUMBER
- EXISTING WATER PIPE AND SIZE
- PROPOSED WATER PIPE AND SIZE
- EXISTING FIRE HYDRANT ASSEMBLY
- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW
- PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- PROPOSED SEWER INVERT ELEVATION
- PROPOSED SEWER PIPE SLOPE

NOTES:
THE STREET MAPS SHOWN ON THIS MAP WITH A LETTER NUMBER TO BE APPROVED BY THE CITY OF WOODLAND. THESE MAPS ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE CITY OF WOODLAND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THESE MAPS. THE CITY OF WOODLAND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THESE MAPS. THE CITY OF WOODLAND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THESE MAPS.



SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
WATER AND SEWER PLAN
CITY OF WOODLAND

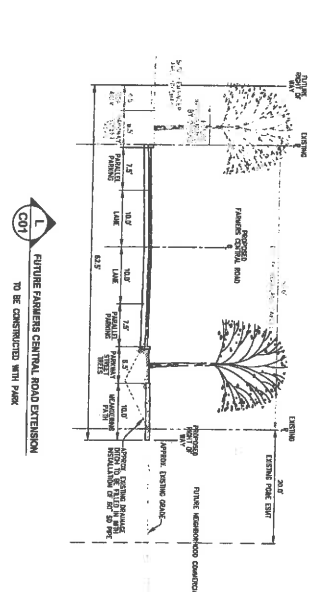
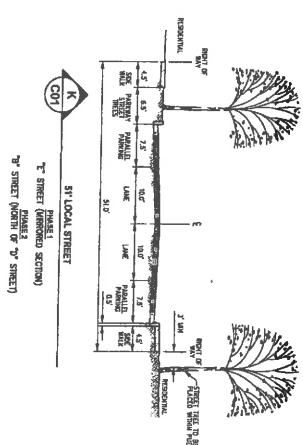
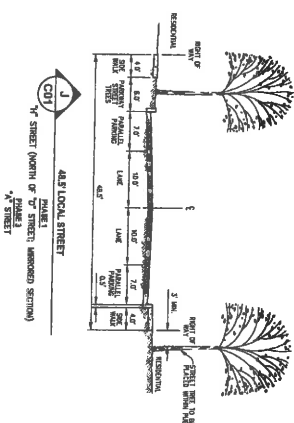
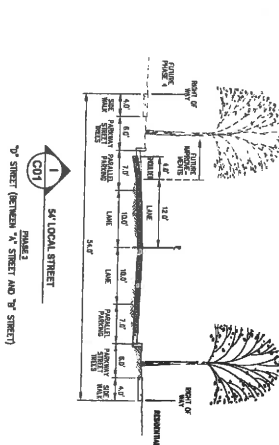
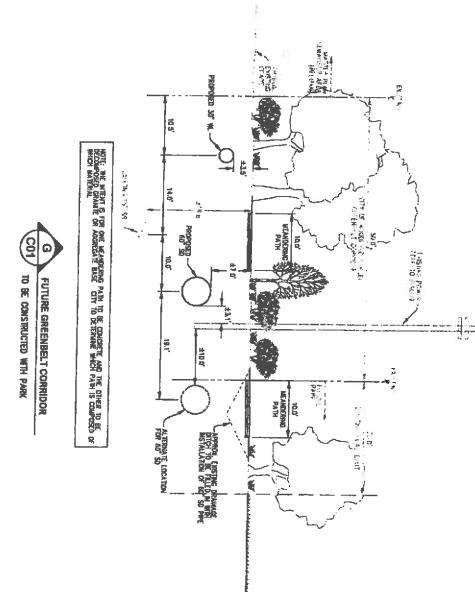
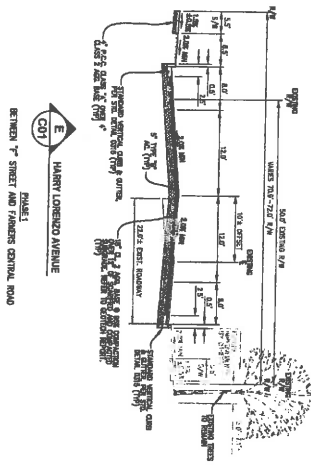
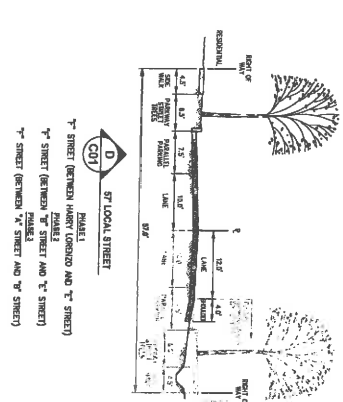
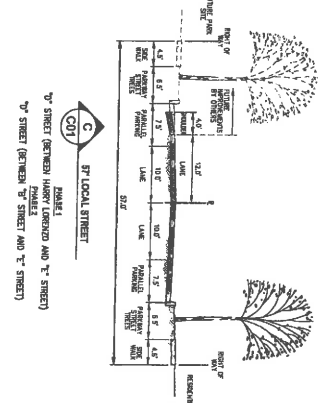
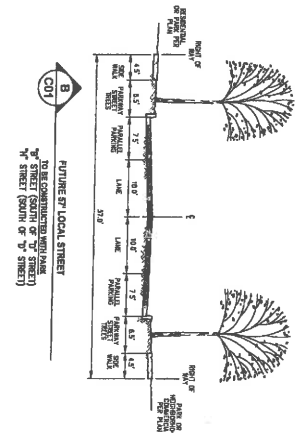
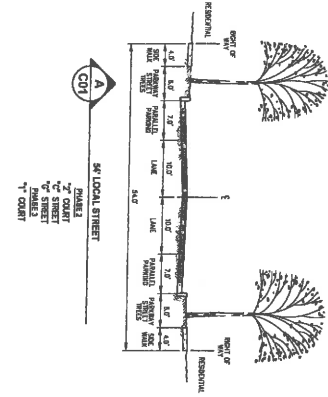
C03
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DATE: 07/20/13
JOB NO. 803-40

CEOWEST.DWG

Project Planning & Civil Engineering / Landscape Architecture
Sacramento Office - 2100 20th Street, Suite 100
Sacramento, CA 95811
(916) 455-5026
Davis Office - 2940 Spotted Street, Suite 200
Davis, CA 95618
(530) 756-5026

DESIGNED BY: SG/AB
DRAWN BY: LE/AB
CHECKED BY: SG
SCALE: AS SHOWN



**SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
SECTIONS**

CITY OF WOODLAND

CALIFORNIA



<i>Project Planning • Civil Engineering • Landscape Architecture</i>	
Sacramento Office • 2120 20th Street, Suite Three Sacramento, CA 95818 (916) 455-2026	Davis Office • 2940 Spallord Street, Suite 200 Davis, CA 95618 (530) 756-2026

CECWEST.CO

[illegible]

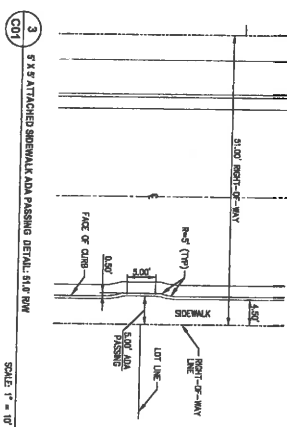
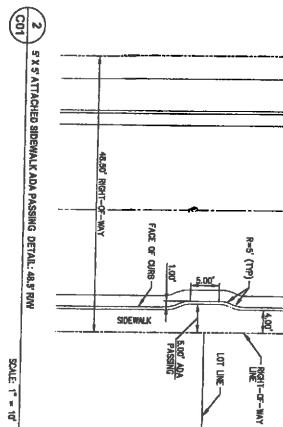
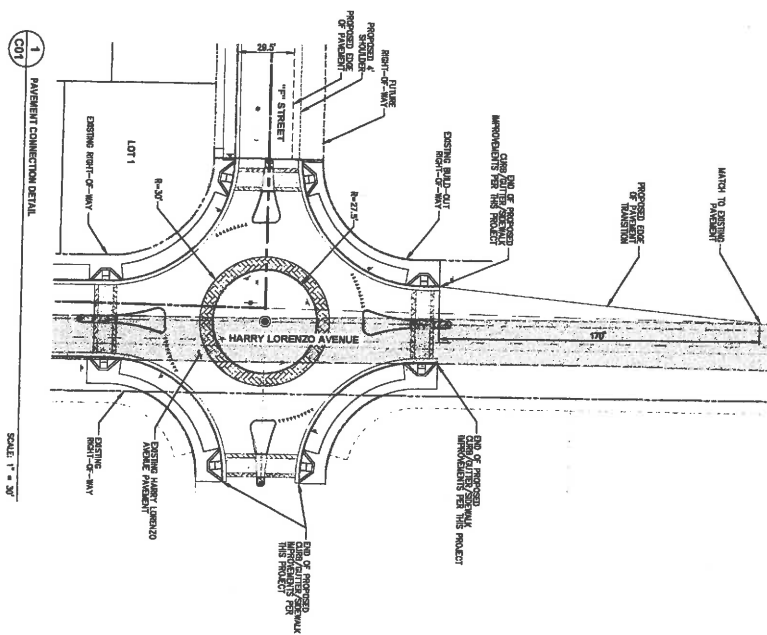
DESIGNED BY SG/AB
DRAWN BY LE/AB
CHECKED BY SG
SCALE
AS SHOWN

SHEET
C04
OF
5

DATE: 07/03/13

JOB NO: 90540

U.S. GOVERNMENT PRINTING OFFICE: 1967 O - 380-000



**SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
DETAILS**

CITY OF WOODLAND

CALIFORNIA



CECWEST.COM

Project Planning • Civil Engineering • Landscape Architecture

Sacramento Office •	Davis Office •
2120 20th Street, Suite Three Sacramento, CA 95818 (916) 455-2026	2040 Spafford Street, Suite 200 Davis, CA 95618 (530) 738-2026

[illegible]

EXHIBIT "C"

(Development Plan and Conditions of Approval)

In addition to the Conditions of Approval set forth in the body of the Agreement, the Conditions of Approval included in the staff report for the Cal West Tentative Map #4991 – Cal West Investors, LLC and Optimistic Partners, LLC item on the ____, 2013 City Council agenda are incorporated herein by reference and made a part of this Agreement.

Exhibit C

EXHIBIT “D”**(Development Impact Fees)**

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of June 30, 2013, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD	MF
General City	\$794	\$662
Fire	\$1,224	\$917
Library	\$49	\$41
Police	\$1047	\$873
Wastewater	\$5,744	\$4,788
Water	\$527	\$323
Parks--Springlake	\$3,627	\$3,022
Surface Water (a future fee for the development of surface water treatment facilities)	\$2,742	By meter size
Admin	\$160	\$130
Surface Water Administration	\$21	By meter size

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$39,377 and MF \$25,988; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee of \$208.00/DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee of \$35.00
- If a multi-family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of \$146 for transit capital and \$25 for transit operation.
- Spring Lake Offsite Affordable Housing fee of \$1,100 per market rate single family lot.
- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit
- \$794 per house for 25A, construction and reimbursement, the fee is due at building permit.
- \$150 per lot at final map for the advance planning study for the SR 113 bike overcrossing.

Legislation Details (With Text)

File #: 13-165 Version: 1 Name:
Type: Report of the City Manager Status: Agenda Ready
File created: 7/30/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Municipal Tennis Court Ordinance

Recommendation for Action

Staff recommends that the City Council approve an ordinance of the City of Woodland adding Section 15-57 to the Woodland Municipal Code relating to the use of municipal tennis courts.

Staff Contact

Rob Sanders, Public Works Superintendent - 661-5959, rob.sanders@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [WOODLAND ordinance re municipal tennis courts \(2\).pdf](#)

Date	Ver.	Action By	Action	Result
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*City of Woodland***STAFF REPORT**

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Municipal Tennis Court Ordinance

Recommendation for Action

Staff recommends that the City Council approve an ordinance of the City of Woodland adding Section 15-57 to the Woodland Municipal Code relating to the use of municipal tennis courts.

Staff Contact

Rob Sanders, Public Works Superintendent - 661-5959, rob.sanders@cityofwoodland.org

Fiscal Impact

Minimal; staff anticipates minor costs associate with the implementation of this ordinance (i.e., new signage and public announcements of the proposed ordinance).

Report in Brief

Staff recommends that the City Council approve an ordinance of the City of Woodland adding Section 15-57 to the Woodland Municipal Code relating to the use of municipal tennis courts. This ordinance would prohibit all non-City approved tennis activities from taking place on the City of Woodland municipal courts.

Background

The City currently owns and maintains several tennis courts in various parks throughout the City. These sites are designed and used extensively for recreational and competitive tennis play. Over the last year, staff has received an increase in complaints related to non-tennis activities being performed on our municipal courts (e.g. cricket, skateboarding and soccer). These non-tennis activities have not only been detrimental to the netting and court surfaces, but have also discouraged tennis players from utilizing the courts for the purpose for which they were intended. Furthermore, staff has observed or heard of nets being tied up and stretched, cricket bats being slammed into the court surfaces, skateboarding on the courts, and tennis players being intimidated to leave so non-tennis activities can take place.

The City currently has signage indentifying the facilities as tennis play only; these signs have been placed at the entrances to the tennis courts. Unfortunately, they are just informational signs with no legal recourse backing their instructions. Woodland PD has been called several times regarding issues stemming from non-tennis activities being held on the courts (i.e., individuals bouncing up and down on the netting, soccer and cricket players utilizing the courts, etc.) as well as issues related to rude and discourteous behavior towards tennis players and neighboring residents. Without an ordinance in place, there is little Woodland PD can do beyond talking to the individuals causing the problems. This has not been an effective deterrent to these groups, as these types of activities continue to persist.

Discussion

In an effort to restrict non-tennis use on the courts, staff has drafted Section 15-57 to the Woodland Municipal Code relating to the use of municipal tennis courts. This ordinance will restrict all non-city approved tennis activities from being held on City owned tennis courts, while giving Woodland PD and City Code Enforcement the authorization to administer citations to severe or repeat offenders.

Moreover, this ordinance will be beneficial not only to the City in the area of reduced maintenance costs, but also to the various tennis groups that utilize these courts on a daily basis. It will assist in making sure that courts are available for their intended purpose - tennis, and tennis only. If the ordinance fails to pass, we will be forced to deal with future complaints in the same manner as we currently do (i.e., notify PD and hope for successful outcome).

Commission/Committee Recommendation

This ordinance is supported by the Parks and Recreation Commission.

Alternative Courses of Action

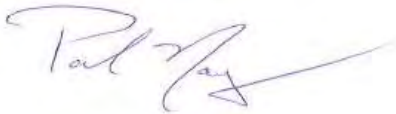
1. Approve an ordinance of the City of Woodland adding Section 15-57 to the Woodland Municipal Code relating to the use of municipal tennis courts.
2. Reject an ordinance of the City of Woodland adding Section 15-57 to the Woodland Municipal Code relating to the use of municipal tennis courts.

Conclusion

Staff recommends that the City Council approve Alternative Course of Action #1.

Prepared by: Robert G. Sanders
Public Works Superintendent

Reviewed by: Gregor G. Meyer
Public Works Director



Paul Navazio, City Manager

Attachments: Proposed Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WOODLAND ADDING
SECTION 15-57 TO THE WOODLAND MUNICIPAL CODE RELATING TO THE USE
OF MUNICIPAL TENNIS COURTS**

WHEREAS, the City owns and operates municipal tennis courts to promote the general welfare and to ensure the availability of public recreational facilities; and

WHEREAS, municipal tennis courts are limited and heavily utilized, such that special efforts must be undertaken to ensure the maintenance and continued availability of municipal tennis courts; and

WHEREAS, use of City municipal tennis courts for uses other than playing tennis, including but not limited to soccer, cricket, volleyball, driving golf balls, archery, baseball, softball, football, roller skating, skate boarding, riding or driving any bicycle, scooter, or similar vehicle, or engaging in any other sport, causes damage to the facility grounds and poses safety hazards to other users; and

WHEREAS, the City Council finds this Ordinance necessary to protect public investment, public property, and the health, safety, and welfare of the citizens of the City; and

WHEREAS, Woodland Municipal Code Chapter 15, Offenses – Miscellaneous, sets forth activities and conduct prohibited within the City.

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

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

Section 2. Purpose. The purpose of this Ordinance is to add Section 15-57 to the Woodland Municipal Code.

Section 3. Authority. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 4. Amendment. Section 15-57 of the Woodland Municipal Code is hereby added to Chapter 15 to read in full as follows:

Sec. 15-57. Municipal Tennis Courts – Unauthorized Uses.

- A. No person shall play or engage in any activity other than tennis on municipal tennis courts. This prohibition shall not apply to City or City-sponsored events or activities.
- B. Violation of this section shall be an infraction punishable as set forth in this code, expressly including, but not limited to, the issuance of an

administrative citation. Any fine or other penalty imposed shall be in addition to and not in lieu of expulsion.

- C. The City Manager shall have the authority to post signage at municipal tennis courts consistent with this section.

Section 5. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

Section 6. 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.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marlin H. Davies, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

Legislation Details (With Text)

File #: 13-176 Version: 1 Name:
Type: Report of the City Manager Status: Agenda Ready
File created: 8/1/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: FY2013-14 and FY2014-15 Animal Services Contract

Recommendation for Action

Staff recommends the City Council approve the proposed 2-year contract with the County of Yolo to provide animal control services for FY2013/14 and FY 2014/15.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865, dan.bellini@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Animal Services Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: FY2013-14 and FY2014-15 Animal Services Contract

Recommendation for Action

Staff recommends the City Council approve the proposed 2-year contract with the County of Yolo to provide animal control services for FY2013/14 and FY 2014/15.

Staff Contact

Dan Bellini, Public Safety Chief - 530-661-7865, dan.bellini@cityofwoodland.org

Fiscal Impact

The proposed contract results in an annual cost of \$465,302 for animal services provided to the City of Woodland through a contract with Yolo County. The proposed 2-year contract for FY2013/14 and 2014/15

represents an annual increase of \$25,747 over the reduced level of service negotiated in FY2012/13 but is less than the actual annualized FY2012/13 contract amount of \$476,774.65. The increase stems from the need to hire three additional limited-term positions, and an additional vehicle, with costs prorated and allocated across all agencies in Yolo County.

Background

The County of Yolo, through the Sheriff's Department/Animal Control Division and under an agreement with the City of Woodland, provides animal control services to the Woodland community. Section 3.1.1 of the Woodland Municipal Code adopted in 1974, delegates animal control responsibilities and authority to the County.

As the Council is aware, a study is currently underway to evaluate alternative governance and service-delivery models for the provision of animal control services within Yolo County. The goal of this effort, being undertaken in collaboration with all affected jurisdictions and coordinated through LAFCO, is to evaluate options for improved service-based outcomes and cost-effective delivery of animal control, veterinary care, spay-neuter, licensing and adoption services. A draft of the study and recommendations is expected to be released this month, with a presentation to the LAFCO Board by mid-September, following an initial public review and comment period. It is anticipated that each City will review and comment on a preferred animal services model and inform next steps. Any potential changes in the current arrangement between the cities and Yolo County is expected to be phased-in, commencing no sooner than July 2014. The present proposed two-year contract for animal control services therefore includes a 30-day termination clause, and would not preclude transitioning to a new animal services model during the base two-year term of the contract.

During FY2012/13, at the City's request, the Yolo County Sheriff's Office prepared an Animal Services agreement which outlined a reduced level of service to maintain the cost of the agreement at the FY2011/12 level of funding of \$439,555. The diminished services to the City of Woodland consisted of limiting Animal Control Services to 8:00 a.m. to 4:00 p.m., five days a week; Monday through Friday. Citizens requesting Animal Control to address stray animals after hours, where there are no Health and Safety conditions existing mandating a response (e.g. the animal is sick or injured, or conditions indicate the incident is a rabies incident), are now informed that they must transport the stray animal to Animal Control during business hours. Animal Control officers only respond after-hour for those incidents mandated by law. The Woodland Police Department is now responsible for responding to and handling all barking dog complaints after hours. Since the City had received services from Animal Control consistent with a full service contract for the first eight months of FY2012/13, the actual annualized Animal Services contract for FY2012/13 was \$476,774.65.

Discussion

The Animal Control Services Division of the Yolo County Sheriff's Office has provided quality service to the City of Woodland. The Division provides these services to all cities in the county, the University of California at Davis, and all unincorporated areas of the county. The Division staff includes animal control officers who respond to calls for service in our community, and animal shelter staff who maintain a safe and humane environment for animals that have been taken to the shelter. In addition, the Division has veterinary and other staff available to care for injured animals. The Division performs all animal control services for the City including animal licensing, pick up of stray or injured animals, pick up of dead animals, quarantine of animals when required, and the sheltering, release and adoption of impounded animals. For health and safety reasons, some animal services such as vicious animal calls or dog bite reports are mandated.

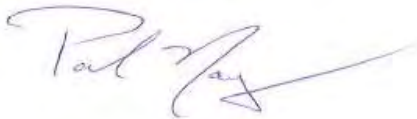
For the past ten years or more, the costs of providing the services has been allocated between the County and

the cities based on a proportional formula of the number of patrol hours consumed by each jurisdiction and the number of animals housed at the shelter. The County collects and retains all fees (license fees collected from pet owners in the cities and unincorporated county, redemption fees, neutering fees, etc.) for the animal control program. The proportional formulas are applied, after all revenues generated by the program have been subtracted, to the costs of animal control services.

Conclusion

Staff recommends the City Council approve the 2-year (FY 2013/14 and FY2014/15) contract with the County of Yolo to provide animal control services in the amount of \$465,302.

Prepared by: Dan Bellini
Public Safety Chief



Paul Navazio, City Manager

Attachment:

Agreement between County of Yolo and the City of Woodland for Animal Control Services

YOLO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN COUNTY OF YOLO
AND THE CITY OF WOODLAND FOR
ANIMAL CONTROL SERVICES**

This Agreement ("Agreement") is made and entered into this 1st day of July, 2013, by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Woodland, a municipality under the laws of the State of California ("City").

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

- A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff's Office within the corporate limits of City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and the provision of veterinary care per Penal Code 597f.
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code 120210-121690).
3. Direct assistance to the Yolo County Coroner, Fire Departments, or other law enforcement agencies.

4. Limited response to Animal Noise Complaints based on availability. City of Woodland agrees to respond to animal noise complaints afterhours.
5. Response to free roaming or contained stray dogs that are healthy or uninjured.

Services provided shall not include:

1. Response to free roaming or contained stray cats that are healthy or uninjured.
2. Response to animals classified as wildlife unless bat, skunk, or a rabies control issue.

Services shall be limited to 8:00 a.m. to 4:00 p.m., five days a week; Monday through Friday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except for when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.

B. County agrees to maintain its kennels and animal shelter in a in a sanitary condition at all times in accordance with the laws of the State of California.

C. County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances wherein special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

A. City agrees to compensate the County annually, on a quarterly basis, the following amount. Quarterly payment is due and payable by check, within the first thirty (30) days of the quarter to prevent contract termination.

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2013-06/30/2014	\$ 465,302.00	\$ 116,325.50
07/01/2014-06/30/2015	\$ 465,302.00	\$ 116,325.50

B. Hourly Rates – The County reserves the right to bill the City in addition to the annual agreed compensation an additional hourly fee for an extraordinary incident. Extraordinary Incident is defined as one incident that requires more than ten (10) county staff hours. For services provided by the County for an Extraordinary Incident 2012-13 reimbursement rate shall be \$59.00 per hour. These charges shall be billed quarterly.

C. Full Time Positions and Vehicle – The City agrees to fund three (3) full time positions, to include one (1) Animal Services Technician and two (2) Animal Care Attendants. The cost of these positions will be pro-rated based on prior year usage and is included in the annual compensation amount as described in Paragraph A. In addition, the annual compensation amount will include the cost of one (1) new vehicle, the cost of which will be pro-rated based on prior year usage.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in a special “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” due to City from County.

E. In further consideration of the rendition of the foregoing services by County, City agrees that County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected pursuant hereto.

F. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for care and feeding of these animals.

III. METHOD OF PAYMENT OF COMPENSATION

The City agrees to compensate the County on a quarterly basis, in the amounts described in Paragraph II above. Payment shall be made by the City within the first thirty (30) days of the beginning of each quarter.

IV. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

VI. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VII. TERM AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2013 until June 30, 2015, unless sooner terminated as hereinafter provided.
- B. Agreement may be extended for a period of one (1) based on mutual agreement of the County and City staff.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that thirty (30) days written notice is given.

VIII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IX. NOTICE

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of City and County at their respective addresses as follows:

City of Woodland:	City of Woodland Police Department 1000 Lincoln Avenue Woodland, CA 95695 Attn: Chief Dan Bellini (530) 661-7800
County:	Yolo County Sheriff's Office 140 Tony Diaz Drive Woodland, CA 95776-9327

Attn: Rosario Ruiz-Dark, Finance
(530) 668-5264

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 662-5377

County: (530) 668-5283

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

X. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and City.

XI. WAIVER

The waiver by either party to this Agreement or any of their respective officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

County of Yolo

By _____
 Supervisor Duane Chamberlain, Chair
 Yolo County Board of Supervisors

Attest:
 Julie Dachtler, Deputy Clerk
 Board of Supervisors

By _____
 Deputy (Seal)

Approved as to Form:
 Robyn Truitt Drivon, County Counsel

By *Daniel C. Cederborg*
 Daniel C. Cederborg, Assistant Co. Counsel

City of Woodland

By _____
 Marlin H. Davies, Mayor
 City of Woodland

Attest:
 Ana Gonzalez, City Clerk
 City of Woodland

By _____
 Deputy (Seal)

Approved as to Form:

 City Attorney

Legislation Details (With Text)

File #: 13-187 Version: 1 Name:
Type: Report of the City Manager Status: Agenda Ready
File created: 8/13/2013 In control: City Council
On agenda: 8/20/2013 Final action:
Title: SUBJECT: Water System Plan of Finance Update

Recommendation for Action

Staff recommends that the City Council receive an update on the financing plan in support of the City's water system, including the Woodland-Davis Surface Water Project, and:

- 1) Approve a resolution authorizing the issuance of water utility revenue bonds in an amount not to exceed \$155 million, and
- 2) Approve resolutions authorizing the City Manager to submit applications to the State Revolving Loan Fund for both Safe Drinking Water (CA Dept of Public Health) and Clean Water Act (State Water Resources Control Board) capital project funding.

Staff Contact

Kimberly McKinney, Finance Officer - 530-661-5849 -Kimberly.mckinney@cityofwoodland.org

Sponsors:

Indexes:

Code sections:

Attachments: [Water Project Study Session OUTLINE \(August 20, 2013\).pdf](#)
[Woodland SWP Financing Plan 8-20-13.pdf](#)
[01_Authority resolution.pdf](#)
[02_COW Resolution for Authority to Apply for Clean Water SRF 8 15 13a .pdf](#)
[03_COW Resolution for Authority to Apply for SDWSRF 8 15 13 .pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

STAFF REPORT

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 20, 2013

SUBJECT: Water System Plan of Finance Update

Recommendation for Action

Staff recommends that the City Council receive an update on the financing plan in support of the City's water system, including the Woodland-Davis Surface Water Project, and:

- 1) Approve a resolution authorizing the issuance of water utility revenue bonds in an amount not-to-exceed \$155 million, and
- 2) Approve resolutions authorizing the City Manager to submit applications to the State Revolving Loan Fund for both Safe Drinking Water (CA Dept of Public Health) and Clean Water Act (State Water Resources Control Board) capital project funding.

Staff Contact

Kimberly McKinney, Finance Officer - 530-661-5849 -Kimberly.mckinney@cityofwoodland.org

Fiscal Impact

No fiscal impact related directly to the recommendations included herein. However, the plan of finance would provide for the capital, operations and maintenance of the city's water utility system, consistent with the revenue capacity provided by previously approved water rates. The goal of the financing plan is to provide for the cash-flow needs of the City of Woodland's share of capital construction costs for the Surface Water Project, as well as local capital improvements, while minimizing existing and future financing costs and future water rate increases.

Background

On January 22, 2013, the City Council held a study session and received a presentation on a preliminary financing plan to support the City of Woodland's contribution to funding the Woodland-Davis Surface Water Project. The focus of the study session primarily surrounded the City's contribution toward the anticipated 30 MGD joint project between the cities of Woodland and Davis, but also addressed funding alternatives that may have been necessary had failure of a ballot measure in the City of Davis resulted in the need to pursue a stand-alone project for the City of Woodland. Successful passage of the Davis ballot measure has allowed both cities to move forward with the joint surface water project, and the schedule of major milestones remains very similar to the one discussed at the January study session.

Surface Water Project Overview

- The overall project consists of construction of the following regional facilities:
 - o *Sacramento River Intake Facility* - construction of a joint intake facility with Reclamation District 2035; the JPA requirement is to provide for roughly 20% of the capacity of the joint intake facility, with RD2035's share to be funded through securing Federal and State grants.
 - o *Raw Water Pipeline* - to convey Sacramento River water from the intake facility to a Water Treatment facility (WTF)
 - o *Regional Water Treatment Facility* - constructed to treat surface water for distribution to Woodland and Davis
 - o *Treated Water Pipeline* - to convey treated surface water from the WTF to connection points to both the City of Woodland and City of Davis municipal water systems.
 - o *Local Facilities* - in addition to the infrastructure being developed by the JPA in support of the

regional water project, both Woodland and Davis will also need to invest in new and upgraded “local” infrastructure in order to effectively integrate the new treated surface water into their respective municipal water utilities. The costs for each city’s local facilities are generally outside the project costs associated with the regional facilities being provided via the JPA, but are included in the overall project cost estimates so all elements of the project are represented and transparent to the public..

- o *Water Rights* - A critical component of the regional surface water project is the acquisition of permanent water rights needed to meet the current and future water demands of the project partners. To date, this effort has resulted in two major milestones:
 - Securing the rights to 45,000 acre-feet of Sacramento River water through the State Water Resources Control Board; included the combining of rights originally applied for by the cities of Woodland and Davis as well as the University of California -Davis. This water permit was secured in 2011
 - Summer Water Rights - in order to meet summer peak-demand requirements, the JPA successfully secured permanent senior rights to an additional 10,000 acre-feet of “summer” water through an agreement with the Conway Preservation Group (CPG). The agreement for the purchase of summer water rights from CPG is separate from other agreements reached with CPG related to the Joint Intake Facility and easements for the raw water pipelines.

Project Timeline

- The project schedule has, from inception, provided for completion of the regional water supply project by end of calendar year 2016.
- In order to meet this schedule, the JPA envisioned issuance of an RFP for Design-Build-Operation (DBO) by February of 2012, with contracts awarded so as to allow construction to begin in early 2013.
- The JPA’s project schedule was revised in the summer of 2012 to provide additional time requested by the City of Davis, consistent with their decision to hold the election in March, 2013.

Project Costs

- The original project cost estimate for the regional surface water project was an estimated \$337 million, based on projections of ultimate share of total project capacity of 40MGD.
- The most current cost estimate for the regional surface water project, - based on an initial capacity of 30MGD - was reduced to an estimated \$237.22 million, with Woodland’s share estimated to be \$126.31 million and Davis’ share estimated at \$110.91 million. These estimates reflect updated cost-sharing parameters negotiated between Woodland and Davis and included in the revised and updated JPA Agreement.

Project Procurement and Delivery

- Responses to the Request for Proposals from the DBO teams were received in July, and the project team in the process of evaluating the proposal and commence negotiations with the CH2MHILL-led team on a Service Contract for design, construction and operation of the project.
- The current schedule contemplates award of the DBO contract by the JPA, as well as the contract for

construction of the Joint Intake Facility in October. The Joint Intake structure is scheduled to be completed in March of 2016, while the Surface Water Project is scheduled to be completed by September 2016. The City of Woodland's primary local facilities being constructed as part of the project include the Southwest Ground Level Tank and the water transmission main. The ground level tank is contract has been awarded and construction is anticipated for Summer of 2014. The transmission main project is in the final design phase and is anticipated to commence construction in Summer of 2014.

- In order for the project to proceed on the current schedule, the cities of Woodland and Davis must take necessary steps to ensure that their respective water rates and financing plans be in place to allow for the award of the DBO and Joint Intake contracts by the JPA this fall.

Discussion

In developing the water rates adopted by the Woodland City Council in 2012, it was assumed that the majority of the surface water project (both the regional and local project components) would be ultimately financed through long-term fixed-rate water utility bonds. This assumption was based on historical practice and is a reasonable and conservative approach to ensure rates will be able to support the estimated capital project costs. In May 2011, the City Council approved short term variable rate commercial paper as an interim financing tool until the project cost and schedule were more finalized.

In January of this year, the City Council received a presentation on the preliminary financing plan, which contemplated issuing \$138.6 million in water utility revenue bonds in two series. The first - estimated at \$82 million - to be issued in 2013, and second series - estimated at \$56.5 million - to be issued in 2015. The first series would allow for the refunding of the utility's existing tax-exempt commercial paper (short-term debt) as well as fund the first three years of the project design and construction costs. The second series would be issued to fund completion of the project, but would be "sized" according to the outcome of the city's efforts to secure alternative, lower-cost financing through the State Revolving Loan Fund. The framework for issuing bonds over two series was intended to allow the project to move forward on its current schedule, while providing maximum flexibility to take advantage of the most favorable financing terms available.

Most recently, staff members from the Woodland Davis Clean Water Agency (WDCWA) and from both cities have been working with various federal and state agencies to advance opportunities to secure grants or low-interest loans that may be available for the project. Based on this work, it appears likely that a majority of the City of Woodland's project costs are indeed eligible for low-interest loans through the State Revolving Fund (SRF). In fact, SRF money may be available through more than one State Agency; these opportunities will be discussed more fully in the presentation, but these SRF opportunities are significantly less expensive than traditional bond financing.

To the extent that SRF money is not yet guaranteed, and may not cover the entirety of the City's share of project costs, traditional bond financing may still be required as part of the overall water system financing plan. In addition, staff is recommending extending the commercial paper program in order to help manage cash flows throughout the project timeline.

Another significant component that will inform the details of recommended financing plan will be the final negotiated price of the DBO contract. Staff anticipates this information being available in the near future, consistent with the described procurement schedule.

The immediate next steps in implementing the City of Woodland's Water Utility Financing Plan require

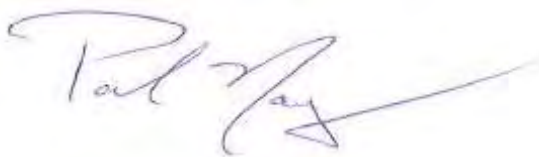
Council action related to authorizing issuance of water revenue utility bonds as well as authorization to formally submit funding applications to the State Revolving Loan Fund. These actions are being proposed to ensure that the city is positioned to meet its obligations under the Joint Powers Agreement as well as maintain maximum flexibility in the pursuit of the most favorable financing terms available, with the goal of minimizing the long-term water rate impacts on the city's utility customers.

Conclusion

Staff recommends that the City Council receive an update on the financing plan in support of the City's water system, including the Woodland-Davis Surface Water Project, and:

- 1) Approve a resolution authorizing the issuance of water utility revenue bonds in an amount not-to-exceed \$155 million, and
- 2) Approve resolutions authorizing the City Manager to submit applications to the State Revolving Loan Fund for both Safe Drinking Water (CA Dept. of Public Health) and Clean Water (State Water Resources Control Board) capital project funding.

Prepared by: Kimberly McKinney
Finance Officer



Paul Navazio, City Manager

Enclosures:

- Outline - Water System Plan of Finance Presentation
- Resolution Authorizing Issuance of Water Utility Revenue Bonds
- Resolution Authoring SDWSRF Funding Application (CA Dept. of Public Health)
- Resolution Authoring CWSRF Funding Application (CA State Water Resources Control Board)

Surface Water Project - Financing Plan Update
City Council Meeting
August 20, 2013

- Introduction (Paul Navazio)
- Project procurement update (Dennis Diemer)

- Financing Plan Objectives (Paul Navazio)
 - o Deliver dollars to project when needed
 - o Manage total project
 - o Manage overall customer rate impacts

- Review of Financing options considered
 - o Municipal bonds
 - o Clean Water / Safe Drinking Water State Revolving Funds “SRF”
 - o Interim financing “CP”
 - o “PAYGO”

- Existing indebtedness
 - o \$18,815,000 Woodland Finance Authority, Water Revenue Bonds, Series 2011
 - o \$38,000,000, Woodland Finance Authority, Water Revenue Commercial Paper Notes (“TECP”)

- Municipal bonds Update
 - o Current interest rate environment
 - o Available structures

- Clean Water / Safe Drinking Water State Revolving Funds “SRF”
 - o Cheap source of financing
 - o Avoids capitalized interest
 - o Requires reserve fund from cash
 - o 20-year amortization commencing after project completion

- Prior Financing Plan Framework - (presented January 22, 2013)
 - o \$82,115,000 Series 2013 (\$61.1 million projects, refunded CP)
 - o \$56,485,000 Series 2015 (\$51.6 million projects)

- o \$10.1 million PAYGO (FYs 2016-2019)

- UPDATED Financing Plan Framework
 - o Award of \$127,545,000 of combined SRF financing (may obtain over time)
 - Repays Commercial Paper
 - Covers project costs through FY 2016
 - Project completion in early FY2017 / Amortization begins FY2018
 - o Reserve fund funded from reserves in FY2018
 - o PAYGO FYs 2017-2019
 - o Commercial Paper renewed to cover project reimbursement timing issues

- Next Steps

Surface Water Project – Financing Plan Update
City Council Study Session
August 20, 2013

- Introduction / Purpose of Study Session (Paul Navazio)
- Project procurement update (Dennis Diemer)
 - Current schedule
 - Upcoming milestones
- Financing considerations review (Paul Navazio)
 - Deliver dollars to project when needed
 - Manage total project
 - Manage overall customer rate impacts
- Financing options considered (Ken Dieker)
 - Municipal bonds
 - Clean Water / Safe Drinking Water State Revolving Funds “SRF”
 - Interim financing “CP”
 - “PAYGO”
- Existing indebtedness (Ken Dieker)
 - \$18,815,000 Woodland Finance Authority, Water Revenue Bonds, Series 2011
 - 1.20x Rate Covenant
 - Additional Bonds Test “ABT”
 - \$38,000,000, Woodland Finance Authority, Water Revenue Commercial Paper Notes (“TECP”)
 - Letter of credit from Union Bank
 - Expires May 12, 2014
 - Interim financing tool
 - To be repaid from first available financing
- Municipal bonds (Ken Dieker)
 - Current interest rate environment (see attached graph)
 - Available structures
 - Up to 40-year amortization
 - Capitalized interest
 - Reserve fund
 - Underwriter’s Discount / Costs of Issuance
- Clean Water / Safe Drinking Water State Revolving Funds “SRF” (Dennis Diemer / Ken Dieker)
 - Cheap source of financing
 - Avoids capitalized interest
 - Interest does accrue at loan rate
 - Requires reserve fund from cash
 - 20-year amortization after project completion

- Prior plan assumptions (presented January 22, 2013)
 - \$82,115,000 Series 2013 (\$61.1 million projects, refunded CP)
 - \$56,485,000 Series 2015 (\$51.6 million projects)
 - \$10.1 million PAYGO (FYs 2016-2019)

Prior Plan

Timing	Par Amount of Bonds	Bond Proceeds	TECP Proceeds	PAYGO (Cash)	Project Capital Costs
FY 2013			\$5,691,000		\$5,691,000
Series 2013 ⁽¹⁾	\$82,115,000	\$61,118,273			
FY 2014					\$17,778,000
FY 2015					\$43,340,273
Series 2015	\$56,485,000	\$51,559,583			
FY 2016				\$5,000,000	\$42,932,945
FY 2017					\$13,626,638
FY 2018				\$1,669,823	\$1,669,823
FY 2019				\$3,474,168	\$3,474,168
Totals	\$138,600,000	\$112,677,856	\$5,691,000	\$10,143,991	\$128,512,847

Notes

(1) Includes refinancing of \$14.691M TECP (\$9M FY12 and \$5.691M FY13)

- Revised plan assumptions
 - Award of \$127,545,000 of combined financing (may obtain over time)
 - Repays CP
 - Covers project costs through FY 2016
 - Project completion in FY 2017, Amortization begins FY 2018
 - Reserve fund funded from reserves in FY 2018
 - PAYGO FYs 2017-2019
 - CP renewed to cover project reimbursement timing issues

Revised plan

Timing	SRF Loan Amount	Loan Proceeds	TECP Proceeds	PAYGO (Cash)	Project Capital Costs
FY 2013			\$5,691,000		\$5,691,000
Series 2013 ⁽¹⁾	\$127,545,000	\$118,742,218			\$14,691,000
FY 2014					\$17,778,000
FY 2015					\$43,340,273
FY 2016					\$42,932,945
FY 2017				\$13,626,638	\$13,626,638
FY 2018				\$1,669,823	\$1,669,823
FY 2019				\$3,474,168	\$3,474,168
Totals	\$127,545,000	\$118,742,218	\$5,691,000	\$18,770,629	\$128,512,847

Notes

(1) Includes refinancing of \$14.691M TECP (\$9M FY12 and \$5.691M FY13)

- Bond authorization
 - Prior plan assumed \$138,600,000 of revenue bonds
 - Approve total bond financing in NTE amount of \$150,000,000
 - Market access
 - Comfort to bidding firm
 - No bonds currently planned
 - All individual bond series require separate City Council approval



Water System Plan of Finance (Joint Project)

August 20, 2013



City of Woodland
Surface Water Project

Water Enterprise Fund

Existing Indebtedness

- **\$18,815,000, Woodland Finance Authority, Water Revenue Bonds, Series 2011**
 - Amount remaining: \$18,500,000
 - Final maturity: 3/1/41
 - S&P rating: AA-
 - Reserve Fund: Full Cash (Maximum Annual Debt Service)
 - Redemption: 3/1/21 @ par (100%) (30-days notice)
- **Purpose:**
 - Currently refunded Water Revenue Bonds, Series 2008
 - Provided \$7,601,000 of New Money
 - Water Meters
 - Ground Level Water Tank
 - Well and Pipe Replacement and Rehabilitation
- **Established new bond covenants in anticipation of Surface Water Project**
 - 1.20x Rate Covenant
 - Flexible Additional Bonds Test (“ABT”)

Water Enterprise Fund

Existing Indebtedness (Continued)

- **\$38,000,000, Woodland Finance Authority, Water Revenue Commercial Paper Notes (“TECP”)**
 - Amount drawn: \$14,691,000 (budgeted through FY 2013)
 - Amount remaining: \$23,309,000
 - Letter of credit: Union Bank
 - LOC expiration: May 12, 2014
 - Current mode: 270 Days
 - Current rate: 0.22%
 - Ratings: S&P A-1, Fitch F1
 - Reserve Fund: Not Applicable
 - Redemption: Any date @ par (100%)
- **Purpose:**
 - Fund early Surface Water Project costs
 - To be paid off with future series of Water Revenue Bonds

Water System

Proposed Indebtedness

- **\$127,545,000 Clean Water / Safe Drinking Water SRF Loan Program**
 - Final maturity: 2038 (FY 2038)
 - Reserve fund: Full Cash (funded from cash reserves FY 2018)
 - Project Amount: \$118,742,218
 - Other use: Redeems \$14,691,000 TECP

Water System

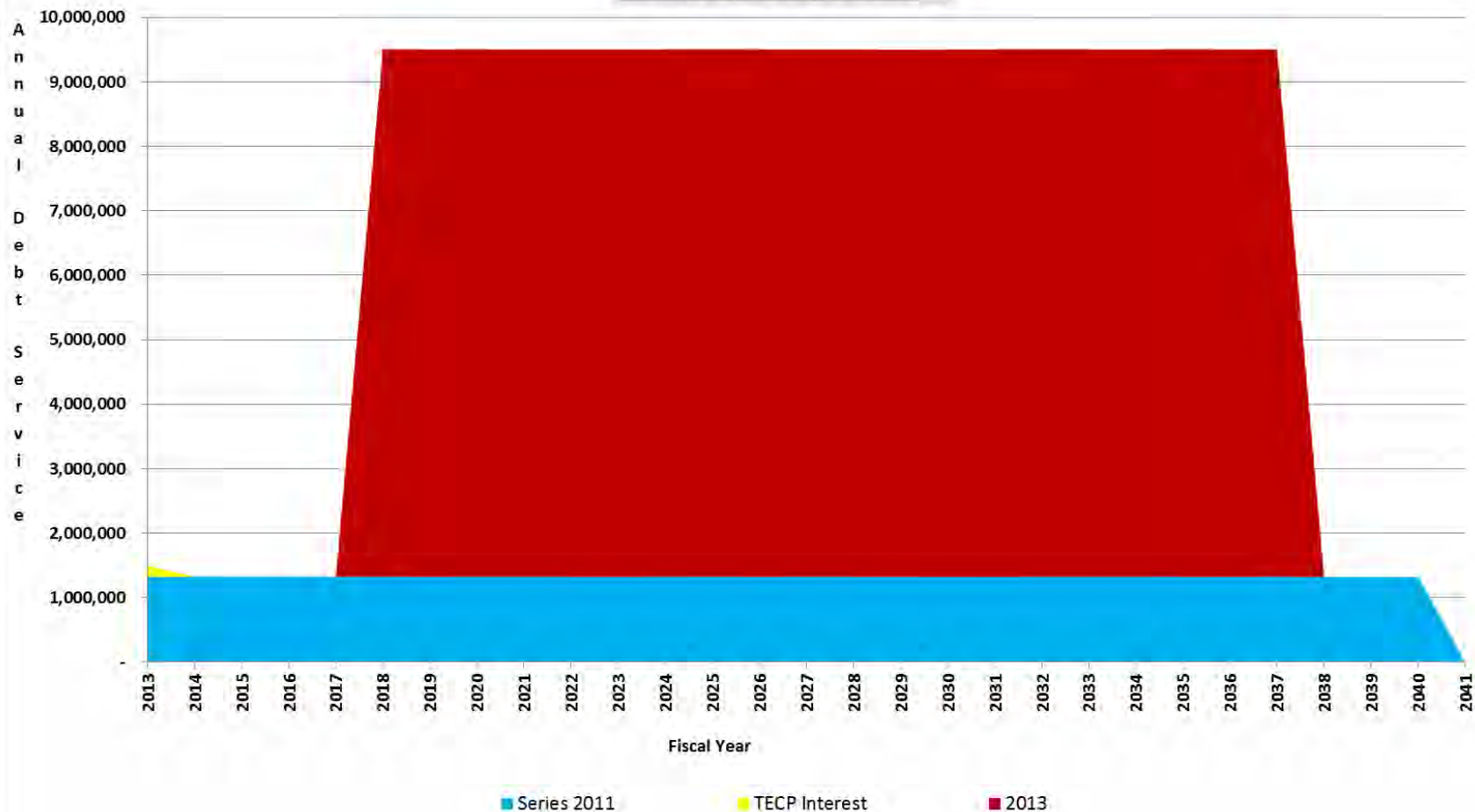
Proposed Financing Cash Flow

Timing	SRF Loan Amount	Loan Proceeds	TECP Proceeds	PAYGO (Cash)	Project Capital Costs
FY 2013			\$5,691,000		\$5,691,000
Series 2013 ⁽¹⁾	\$127,545,000	\$118,742,218			\$14,691,000
FY 2014					\$17,778,000
FY 2015					\$43,340,273
FY 2016					\$42,932,945
FY 2017				\$13,626,638	\$13,626,638
FY 2018				\$1,669,823	\$1,669,823
FY 2019				\$3,474,168	\$3,474,168
Totals	\$127,545,000	\$118,742,218	\$5,691,000	\$18,770,629	\$128,512,847

Notes

(1) Includes refinancing of \$14.691M TECP (\$9M FY12 and \$5.691M Estimated FY13)

**City of Woodland
Water Enterprise Fund
Parity Obligations**



Water System

Pro Forma Analysis

\$/1,000s

	Budget	Projected 					
Fiscal Year	<u>12/13</u>	<u>13/14</u>	<u>14/15</u>	<u>15/16</u>	<u>16/17</u>	<u>17/18</u>	<u>21/22</u>
Gross Revenue ⁽¹⁾	\$13,901	\$16,357	\$19,228	\$21,531	\$22,507	\$24,668	\$27,156
O&M / Admin	<u>\$7,087</u>	<u>\$8,030</u>	<u>\$7,810</u>	<u>\$10,433</u>	<u>\$12,758</u>	<u>\$13,258</u>	<u>\$15,521</u>
Net System Revenues	\$6,814	\$8,328	\$11,418	\$11,098	\$9,750	\$11,410	\$11,635
Debt Service ⁽²⁾	\$1,489	\$1,323	\$1,323	\$1,323	\$1,322	\$9,508	\$9,503
Debt Service Coverage	4.58	6.30	8.63	8.39	7.37	1.20	1.22
Debt Service Coverage ⁽³⁾	4.39	6.09	8.42	8.05	7.03	1.15	1.17
FYE Fund Balance	\$13,276	\$19,290	\$28,386	\$35,523	\$27,621	\$15,659	\$6,020
Percentage of O&M	187%	240%	363%	340%	217%	118%	39%

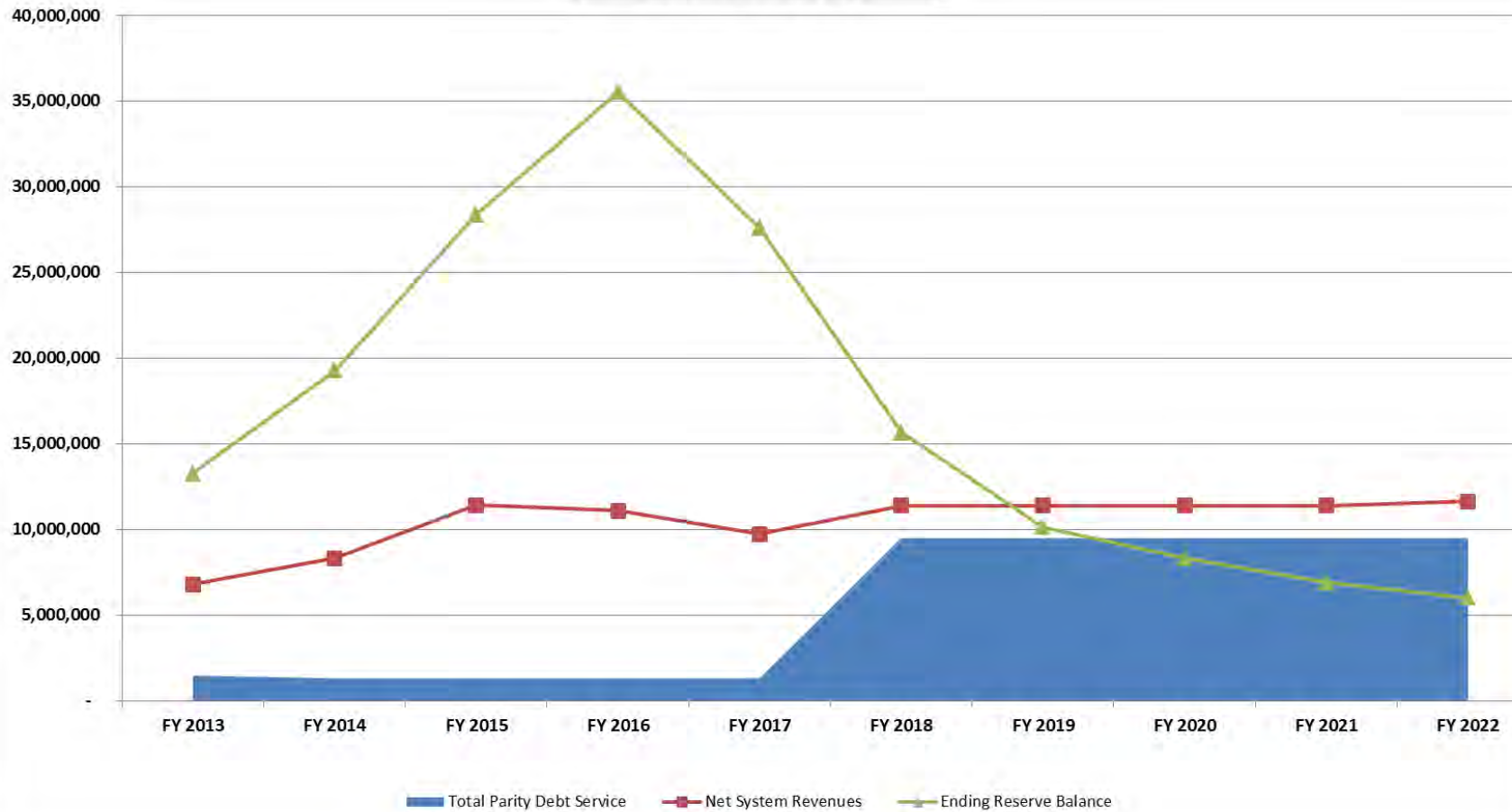
Notes

(1) Rate stabilization fund deposits from FY 17/18 to FY 20/21

(2) Debt Service Essentially Level from FY 17/18 and beyond

(3) Excludes Connection Fees

**City of Woodland
Water Enterprise Fund
Summary of Operations
(Joint Project)**



Plan of Finance

- Assumes “Base Case” with full City of Davis participation
- Keys to the plan:
 - Utilize existing rate covenant and additional bonds test
 - Utilize Rate Stabilization Fund, as needed (FYs 18 - 21)
 - TECP (Commercial Paper) used to fund first \$14.691M of SWP costs (current rate of 0.22%)
 - Paid off as part of Series 2013 first SRF loan
 - \$18.7MM pay-as-you-go (“PAYGO”) component in FYs 2017-19
 - SRF reserve fund funded from cash on-hand after construction in FY 2018 (\$8,181,750)

Plan of Finance (continued)

- Assumes conservative costs
 - 2.50% interest rate on SRF loans
 - Amortization 20-years after the end of construction (FY 17, begins FY 18)
 - Interest accrues during construction @ 2.50% and added to loan balance
- Assumes full project funding
 - 100% of SWP project costs and portion of local CIP loan funded
 - Portion funded “pay-as-you-go” (“PAYGO”)

Plan of Finance (continued)

- Debt service coverage above required 1.20x each fiscal year
 - Pinch point begins in FY 2018 and continues through FY 2021 as debt service escalates to ultimate level and rate increases level off – requires usage of rate stabilization fund during this period
- Fund balance shows high liquidity
 - Seen as credit positive during construction period
 - Allows for flexibility as:
 - Design Build Operate “DBO” costs become known
 - Annual operating costs of plant become known
- Pro Forma stabilizes by FY 2022
- Renew Letter of Credit with Union Bank
 - Used to smooth cash flow from SRF loan program
 - Current balance paid off as part of FY 2013 bond issuance
 - After renewal, future balances paid off with SRF loan proceeds

Bond Financing Milestone Schedule

Task	Date	✓	City Council Decision
Plan of Finance Discussion with City Staff	Dec 2012	Done	
Plan of Finance Presentation to City of Woodland City Council	Jan 2013	Done	
Bond Document / Official Statement Preparation	Jan-Mar 2013	Done	
City of Woodland City Council (Full Bond Authorization) /	August 2013		X
Bonds Issued / Closing	N/A		
Award of Service Contract	Sep 2013		

Risks / Discussion

Risks

- SRF bureaucracies
- Cash flow timing

Discussion Items

- Can withstand 20-year SRF amortization (joint project assuming 20-year amortization after completion of construction)
- Renew LOC to assure plan works to smooth out cash flow
- May not require 4th year of adopted rates to be implemented
- Bonds can be issued to extent other loan programs fall apart

Questions ???

WOODLAND FINANCE AUTHORITY**RESOLUTION NO. _____****RESOLUTION AUTHORIZING THE ISSUANCE OF WATER REVENUE BONDS TO
FINANCE THE CITY OF WOODLAND'S SHARE OF
THE WOODLAND-DAVIS SURFACE WATER PROJECT**

WHEREAS, the Woodland Finance Authority (the "Authority") is a joint exercise of powers agency duly organized and operating pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act") and a joint exercise of powers agreement (the "Joint Powers Agreement") between the City of Woodland (the "City") and the Redevelopment Agency of the City of Woodland;

WHEREAS, Article 4 of the Act and the Joint Powers Agreement authorize the Authority to acquire and sell property and issue bonds and other debt obligations to assist in financing public improvements for the City;

WHEREAS, to the extent that the City's share of the costs of the Woodland-Davis Surface Water Project is not provided from funds obtained through State Revolving Fund loans, the City will request that the Authority to issue from time to time up to \$155,000,000 principal amount of its Woodland Finance Authority Water Revenue Bonds (the "Bonds");

WHEREAS, it appears to the Board that the authorization of the issuance of the Bonds would be desirable and in the best interests of the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Woodland Finance Authority, as follows:

Section 1. Recitals. The foregoing recitals are true and correct and the Board so finds and determines.

Section 2. Authorization of Officers to Prepare Documents. The Board hereby authorizes and directs the President, the Vice President, the Administrator, the Treasurer, and the Secretary of the Authority (the "Designated Officers") to prepare or have prepared the necessary legal documentation for the issuance and sale of up to \$155,000,000 principal amount of the Bonds and to submit such documentation to this Board for its approval.

Section 3. Authorization to Issue Bonds. Subject to it prior approval of the necessary legal documentation, the Board hereby authorizes the issuance of the Bonds.

Section 4. General Authorization. The Board hereby authorizes and directs the Designated Officers and other officers and agents of the Authority, and each of them individually, for and in the name of and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Bonds and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 5 **Effective Date.** This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on August 20, 2013, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ABSTAIN: Board Members:

Secretary of the Authority

CITY OF WOODLAND

Resolution NO. _____

WHEREAS, the City of Woodland has the authority to construct, operate, and maintain the City's water and wastewater systems; and

WHEREAS, the City of Woodland desires to improve the quality of the City's treated wastewater to meet current and anticipated requirements of the California Regional Water Quality Control Board (CRWQCB) discharge permits and also to enhance the provision and protection of the drinking water supplied to the consumers of the city's water system; and

WHEREAS, the City of Woodland is a member of the Joint Powers Authority known as the Woodland Davis Clean Water Agency and as such will be improving water quality on a regional basis for more than two-thirds of the urban population of Yolo County including the City of Woodland's water quality supply and enhancing the quality of the City's wastewater treatment plant effluent; and

WHEREAS, the City of Woodland desires to finance the costs of designing and constructing facilities to accommodate and provide for the regionally improved water quality supplies from the Davis Woodland Water Supply Project through federal funding made available under the State Revolving Fund program; and

WHEREAS, the State Water Resources Control Board administers the federal and state Clean Water State Revolving Fund program on behalf of the people of the State of California and has money available for eligible projects; and

THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that, pursuant and subject to all of the terms and provisions of the Clean Water State Revolving Fund (CWSRF) program, application be made to the State of California Water Resources Control Board for funding; and

BE IT FURTHER RESOLVED that the City Manager of said City of Woodland is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the State of California Water Resources Control Board.

Passed and adopted at a regular meeting of the City Council of the City of Woodland in regard to the City's water system on the 20th day of August, 2013, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

By: _____
Paul Navazio, City Manager
City of Woodland

Attest:

Title: _____

Ana Gonzalez, Director of
City Clerk
City of Woodland

CITY OF WOODLAND

Resolution NO. _____

WHEREAS, the City of Woodland has the authority to construct, operate, and maintain: the City's water system; the City's portion of the Davis Woodland Water Supply Project; and the City's portion of the Woodland Davis Clean Water Agency portions of the Joint Intake Facility Project (the "Project"); and

WHEREAS, the City of Woodland desires to enhance the provision and protection of the drinking water supplied to the consumers of the city's water system; and

WHEREAS, the City of Woodland desires to finance the costs of designing and constructing the Project through federal funding made available under the State Revolving Fund program; and

WHEREAS, the California Department of Public Health administers the federal and state Safe Drinking Water State Revolving Fund program on behalf of the people of the State of California and has money available for eligible projects; and

THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that, pursuant and subject to all of the terms and provisions of the Safe Drinking Water State Revolving Fund (SDWSRF) program, application be made to the State of California Department of Public Health for funding; and

BE IT FURTHER RESOLVED that the City Manager of said City of Woodland is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the State of California Department of Public Health.

Passed and adopted at a regular meeting of the City Council of the City of Woodland in regard to the City's water system and the DWWSP Project on the 20th day of August, 2013, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

By: _____
Paul Navazio, City Manager
City of Woodland

Attest:

Title: _____

Ana Gonzalez, Director of
Administrative Services/City Clerk
City of Woodland