City of Woodland

2001 East Street
Woodland, CA 95776

Meeting Agenda

City Council

Tuesday, July 1, 2014 | **6:00 PM** | **Community and Senior Center**

WOODLAND COMMUNITY AND SENIOR CENTER
2001 EAST STREET
WOODLAND, CALIFORNIA

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JULY 1, 2014
6:00 P.M.

A. CALL TO ORDER

POSTING OF COLORS BY WOODLAND PUBLIC SAFETY

B. PLEDGE OF ALLEGIANCE

INVOCATION BY WOODLAND POLICE CHAPLAIN

C. ROLL CALL

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.

14-253 SUBJECT: Long Range Calendar

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

Attachments: Council Long Range Calendar.docx

F. CONSENT CALENDAR

1. 14-221

SUBJECT: Treasurer's Investment Report Quarter Ending March 31, 2014

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2014.

Attachments: Q3 FY 2014 07.01.2014

2. 14-226

SUBJECT: Intent to Levy Assessment: Spring Lake and Gateway Lighting & Landscaping Districts

Recommendation for Action: Staff recommends that the City Council approve and adopt 1) Resolution No. _____ to Initiate Proceedings for the Annual Levy and Collection of Assessments; Resolution No. _____ to Preliminarily Approve the Engineer's Annual Levy Report and the Levy and Collection of Annual Assessments; and 3) Resolution No._____ Declaring Intention to Conduct a Public Hearing on July 15, 2014 for the Spring Lake and Gateway L&L Districts.

Attachments: Resolutions Gateway L&L FY14/15

Gateway Engineers Report FY14/15

Resolutions Spring Lake L&L FY14/15

Spring Lake Engineer's Report 14-15

3. 14-236

SUBJECT: Authorize Amendment to the Design Contract with Carollo Engineers, for the Aeration Retrofit Project (CIP #12-02), and Approve Award of the Construction Contract in the amount of $14,640,000 to Western Water Construction for the Aeration Retrofit Project (CIP #12-02).

Recommendation for Action: Staff recommends that the City Council approve the attached resolution:

1. Authorizing an amendment to the Design Contract (CM#00124) with Carollo Engineers, Inc., for the Aeration Project Retrofit Project (CIP #12-02) from $1,480,641 to $1,700,793,
2. Awarding the construction contract in the amount of $14,640,000 to Western Water Construction for the Aeration Retrofit Project (CIP #12-02), and approve a 10% contingency of $1,464,000,
3. Authorizing the City Manager to sign the California Environmental Protection Agency State Water Resources Control Board (SWRCB) Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110; and

4. Approving a technical correction to Resolution 6208 approved by Council on February 18, 2014.

Attachments: WOODLAND_ resolution approving_aeration Project Award_2

Carollo_Design_Third AMENDMENT

Draft_WOODLAND_ SWRCB Draft Installment Sale Agreement-c2-c1 (2)

Reso_6208_Pledging_AMENDED_Rev_for_Repay_Clean_Water

4. 14-237 SUBJECT: Second Reading - Wireless Communication Facilities Ordinance Amendment

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1562 amending the City's Zoning Ordinance pertaining to the placement of Wireless Communication Facilities on property that is owned, leased or otherwise controlled by the City. The ordinance amendment includes updates to ensure that the City complies with federal requirements regarding processing co-location of multiple telecommunications equipment of a single tower.

Attachments: Attachment 1 and Exhibit A - Amended Wireless Communication Facilities Ordir

5. 14-238 SUBJECT: Second Reading of Ordinance No. 1563 "An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Heritage Remainder Project

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1563, "An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Heritage Remainder Project.

Attachments: Second Reading Ordinance

6. 14-240 SUBJECT: Second reading of revised ordinance amending Woodland Municipal Code Section 23C-7-10, adding Sections 23C-7-10.1 and 23C-7-10.2 to, and deleting and replacing Article 23C-11 of, the Woodland Municipal Code related to water conservation

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1564, "An Ordinance of the City Council of the City of Woodland, California Amending Section 23C-7-10, Adding Sections 23C-7-10.1 and 23C-7-10.2, and Deleting and Replacing Article 23C-11 of the Woodland Municipal Code Related to Water Conservation."

Attachments: Woodland Water Conservation Ordinance 06-2014

7. 14-245 SUBJECT: Authorize City Manager to Execute Side Letter of Agreement with Woodland City Employees' Association to Modify Provisions of the Existing Memorandum of Understanding Related to Salary and Education Reimbursement

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute a Side Letter of Agreement with Woodland City Employees' Association (WCEA) to modify provisions of the existing Memorandum of Understanding related to salary and education reimbursement.

Attachments: WCEA Side Letter July 2014

8. 14-247 SUBJECT: Second Reading of Ordinance No. 1566 Governing Banners Promoting Special Events

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1566 amending Chapter 20, Article 12 of the Woodland Municipal Code relating to banners promoting special events.

Attachments: WOODLAND_ Banner Ordinance 2014

9. 14-249 SUBJECT: Award Contract for Independent Auditors

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute a contract with Mayer Hoffman McCann P.C. for independent auditing services for three fiscal years (FY2013/14 through FY2015/16), with an optional two year extension.

Attachments: Resolution Awarding Audit Contract

10. 14-251 SUBJECT: Approve the new Salary Schedule for Temporary Employees

Recommendation for Action: Staff recommends approve the new Salary Schedule for Temporary Employees

Attachments: Temp Salary Schedule

11. 14-252 SUBJECT: Appointment of Commission on Aging and Library Board Members

Recommendation for Action: Staff recommends that the City Council consider and appoint collectively members to the Commission on Aging and the Library Board as recommended by Mayor Davies and Vice Mayor Stallard.

Attachments: Sanborn_COA_Applicant

Rodriguez_LB_Applicant

12. 14-254 SUBJECT: Approval of Purchase & Sale Agreements for Purchase of Properties for Construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____ approving Purchase and Sale Agreements (Agreements) with Matthew Cross, Woodland Development Company, Stanley M. Davis & Associates, Robert R. Griffin and Larry D. Kirkbride, and authorize the City Manager to execute Agreements for the purchase of property required for construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines.

Attachments: Attachment 'A'

Resolution for Acquisition Agreements 07042014

G. REPORTS OF THE CITY MANAGER

14-246 SUBJECT: Declaring the Results of the June 3, 2014 Election

Recommendation for Action: Staff recommends that the City Council:

1) Adopt Resolution No. _____ declaring the results of the June 3, 2014 election related to the election of two (2) members of the City Council for terms expiring upon the election of the successor thereto at the Municipal Election in 2018.

2) Adopt Resolution No. _____ declaring the results of the June 3, 2014 election related to Measures J, K, L, M and N.

Attachments: WOODLAND_ 2014 Reso Declaring CC Election Results-c1

WOODLAND_ 2014 Reso Declaring Special Election Results forMeasures-c1

Certification of Election Results

H. ADMINISTER OATH OF OFFICE TO NEW/RE-ELECTED COUNCIL MEMBERS

William L. Marble

Angel Barajas

I. ORGANIZATIONAL MATTERS

Designation of Mayor

Designation of Mayor Pro Tempore

J. MAYOR'S REMARKS

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for July 1, 2014 was posted on July 26, 2014 in the outside display case at City Hall, 300 First Street, Woodland, CA, and at the Community and Senior Center, 2001 East Street, Woodladn, CA 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 #:	14-221	**Version:** 1	**Name:**	Treasurer's Investment Report Quarter Ending March 31, 2014	
Type:	Consent Item(s)		**Status:**	Agenda Ready	
File created:	6/9/2014		**In control:**	City Council	
On agenda:	7/1/2014		**Final action:**		

Title: SUBJECT: Treasurer's Investment Report Quarter Ending March 31, 2014

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: Q3 FY 2014 07.01.pdf

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014
SUBJECT: Treasurer's Investment Report Quarter Ending March 31, 2014

Recommendation for Action : Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2014.

Staff Contact

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

Fiscal Impact

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

Background

The City manages its investment portfolio in accordance with the guidelines established by the Council via the adopted investment policy. The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., Custody Treasury Division, located in Minneapolis, MN and administered by its Sacramento office. U.S. Bank N.A. provides monthly statements to the City of Woodland.

The source of valuations for the securities is marked to market by U.S. Bank N.A.

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

Discussion

In determining placements of investments, safety is the number one priority which is followed by liquidity and finally yield on investments.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill which for the quarter ending March 2014 was 0.05%. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending March 2014 was 0.23%. The average yield on the City of Woodland's investments as of March 31, 2014 was 0.75%. As a result, the City has therefore met its goal of obtaining a rate of return greater than the established U.S. Treasury benchmark.
Due to the protracted low-interest rate environment, longer-term investment options (up to or greater than 12 months) have been limited. However, as the interest rate climate improves, staff anticipates being more proactive in managing the City's pooled cash so as to increase yield and generate additional interest earnings while, at the same time, ensuring that the portfolio's primary goal of ensuring safety and liquidity is preserved.

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

Conclusion

Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2014.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kimberly McKinney
Finance Officer/Treasurer

Paul Navazio, City Manager

Attachment

CITY OF WOODLAND
INVESTMENT REPORT

March-14

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT		AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)		50,000,000.00	90.9%
TRANS bond proceeds		0.00	0.0%
FHLB Bonds		5,000,000.00	9.1%
FFCP Bonds		0.00	0.0%
FNMA		0.00	0.0%
Freddie Mac		0.00	0.0%
	TOTAL	**55,000,000.00**	100.0%

PORTFOLIO

	Interest	*Amount*
LAIF		**50,000,000.00**
TRANS bond proceeds		**0.00**
	SUBTOTAL	**50,000,000.00**

	Maturity Date	*Interest*	*Call Date*	*PAR Amount*	*Purchase Price*
Federal Home Loan Bond	2/21/2018	0.75	Qtrly begin 3/21/2014	**5,000,000**	**5,000,000**
Total Investments				**5,000,000.00**	
Total of LAIF Funds & Investments Detail				**55,000,000.00**	
Check Total (Should be zero)				-	

CITY OF WOODLAND
INVESTMENT REPORT

CASH ACCOUNTS as of 3/31/14

Bank Accounts with U.S. Bank	$7,189,752.96
Petty Cash	***$3,290.00***
Cash with Fiscal Agent	*$6,623,219.89*

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	$0.00
Prior Quarters Interest Earned - LAIF	$61,715.72
Total Interest Received	$61,715.72
Interest Received from January 1, 2014 to March 31, 2014	$32,212.00
Total Fiscal Year-to-Date Interest Received	**$93,927.72**

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

Current Market Value
4,997,325.00
4,997,325.00

CITY OF WOODLAND
ACTIVITY REPORT

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF	**TREASURER**			
01/01/14	Month Beginning Balance			**49,993,115.76**
01/15/14	Quarterly Interest	32,212.00		**50,025,327.76**
01/22/14	Withdrew fr LAIF		25,327.76	**50,000,000.00**
		32,212.00	25,327.76	**50,000,000.00**

TRANS bond proceeds in Guaranteed Investment Contract

				0.00

Bonds and Other Investments

01/01/14	BEGINNING BALANCE			**0.00**
02/21/14	Federal Home Loan Bank 3130A0T\	5,000,000.00		**5,000,000.00**
03/31/14	Month End Balance			**5,000,000.00**

END OF MONTH TOTAL DEBITS	**55,000,000.00**
Check Total (Should be Zero)	-

Transactions w/LAIF	2
Purchase of New Bonds	1
Bonds Called	0
Purchase of New CD	0
CD Matured	0
Bonds Sold	0
Bonds Matured	0

East-Main Assessment District Series 2001 RDM FD issue	Current Balance			Current Balance		Int Earned Current Month
Reserve Account	$992,332.34			$992,332.34	Cash Mgmt-1st Am Treasury	22.84
Refunding Bonds	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
1992 Wastewater						
reserve fund	$4.59		AIG-Notes, Mortgages, etc	$4.59	Cash Management-Fidelity	3.59
interest fund	$0.00			$0.00	Cash Management-Fidelity	0.00
Revenue Fund	$0.01			0.01	Cash Management-Fidelity	0.00
interest fund	$0.00			0.00	Cash Management-Fidelity	0.00
Reserve fund	$937,389.51			$937,389.51	Cash Management-Fidelity	21.57
CFD - Gibson Ranch						
94-1						
Spc tax debt svc	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
reserve acct	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
Spc tax debt svc	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
Series 2001 Acct	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 refund spc tax rsv	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Subordinate (Incl Reserve)	$226,795.00			$226,795.00	Cash Mgmt-1st Am Treasury	0.00
Spring Lake 2004						
Special Tax Fund	$1.00			$1.00	Cash Mgmt-1st Am Treasury	0.00
Bond Reserve	$20.03			$20.03	Cash Mgmt-1st Am Prime Obligation	0.00
Spring Lake 2013						
Reserve Fund	$2,179,426.76			$2,179,426.76	Cash Mgmt-1st Am Prime Obligation	10.07
Revenue Anticipation Notes						
Cap Projects/Revenue Bonds 2002						
reserve acct.	$0.00	$0.00	Cash Mgmt-1st Am Treasury	$0.00	FSA Capital Mgmt Svcs LLC	0.00
revenue fund	$2.06			$2.06	Cash Mgmt-1st Am Prime Obligation	0.00
Cap Projects/Revenue Bonds 2005	$0.00	$0.00	Cash Mgmt-1st Am Treasury			0.00
reserve acct.	$11.59		Cash Mgmt-1st Am Treasury	$11.59	FSA Capital Mgmt Svcs LLC	0.00
Interest acct	$0.00			$0.00	Cash Mgmt-1st Am Prime Obligation	
revenue acct.						
Water Revenue Bonds 2011						
revenue acct.	$64.25			$64.25	US Bank Mmkt 5 -Ct	0.01
Interest acct.	$0.00			$0.00		
reserve acct.	$1,324,577.50			$1,324,577.50	US Bank Mmkt 5 -Ct	30.48
proceeds acct	$0.00			$0.00	US Bank Mmkt 5 -Ct	0.00
Bond Anticipation Notes						
2007 RDA TABS						
Tax Revenue Fund	$161.46			$161.46	Cash Mgmt - Ist Am Treasury Oblig	0.00
Interest Account	$1.10			$1.10	Cash Mgmt - Ist Am Treasury Oblig	0.00
Principal Account	$1.82			$1.82	Cash Mgmt - Ist Am Treasury Oblig	0.00
reserve account - 2007 A	$483,144.22			$483,144.22	Cash Mgmt - Ist Am Treasury Oblig	11.12
reserve account - 2007 B	$110,904.51			$110,904.51	Cash Mgmt - Ist Am Treasury Oblig	2.55
CDBG Account						
Savings Account	$138,204.50	$138,204.50	Bank of America - Quarterly Bank Statement			0.00
Checking account	$230,177.64	$230,177.64	Bank of America - Monthly Bank Statement			
TOTAL	$6,623,219.89					
Check Summary Total (Should be zero)	$0.00					

CITY OF WOODLAND
CITY TREASURER
GOVERNMENT-BACKED AGENCIES
MATURITIES BY DATE 3/31/2014

Feb-14				
2/21/2018	FHLB	FHLB @ 0.75D		5,000,000.00
			TOTAL	**5,000,000.00**
	All Investments Total			**5,000,000.00**
	Check Difference(Should be ze			-

Legislation Details (With Text)

File #:	14-226 Version: 1	Name:	Intent to Levy Assessment: Spring Lake and Gateway Lighting & Landscaping Districts
Type:	Consent Item(s)	Status:	Agenda Ready
File created:	6/11/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	

Title: SUBJECT: Intent to Levy Assessment: Spring Lake and Gateway Lighting & Landscaping Districts

Recommendation for Action: Staff recommends that the City Council approve and adopt 1) Resolution No. _____ to Initiate Proceedings for the Annual Levy and Collection of Assessments; Resolution No. _____ to Preliminarily Approve the Engineer's Annual Levy Report and the Levy and Collection of Annual Assessments; and 3) Resolution No._____ Declaring Intention to Conduct a Public Hearing on July 15, 2014 for the Spring Lake and Gateway L&L Districts.

Sponsors:

Indexes:

Code sections:

Attachments: Resolutions Gateway L&L FY14/15
Gateway Engineers Report FY14/15
Resolutions Spring Lake L&L FY14/15
Spring Lake Engineer's Report 14-15

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014
SUBJECT: Intent to Levy Assessment: Spring Lake and Gateway Lighting & Landscaping Districts

Recommendation for Action : Staff recommends that the City Council approve and adopt 1) Resolution No. _____ to Initiate Proceedings for the Annual Levy and Collection of Assessments; Resolution No. _____ to Preliminarily Approve the Engineer's Annual Levy Report and the Levy and Collection of Annual Assessments; and 3) Resolution No._____ Declaring Intention to Conduct a Public Hearing on July 15, 2014 for the Spring Lake and Gateway L&L Districts.

Staff Contact

Adam Devlin, Senior Accountant, (530)661-5836, adam.devlin@cityofwoodland.org

Fiscal Impact

If approved, the Spring Lake District would generate $797,420 in revenues to offset costs of District maintenance. The proposed assessment for the Gateway District would generate $93,501 in revenues, which is consistent with the FY2014/15 assessment.

The following table shows a comparison, by zoning type, of the maximum assessment, the FY13/14 actual assessment and the proposed FY14/15 assessment:

Zoning	Maximum Levy	FY14/15 Proposed Levy	FY 13/14 Levy
SPRING LAKE L&L DISCTRICT			
Single Family Developed Residential R3	$1,330.69	$514.77	$461.97
Single Family Developed Residential R4	$1,144.45	$446.62	$395.42
Single Family Developed Residential R5	$1,032.71	$405.72	$355.49
Single Family Developed Residential R8	$865.09	$344.38	$295.59
Single Family Developed Residential R15	$565.77	$238.38	$199.21
Single Family Developed Residential R20	$528.52	n/a	n/a
Single Family Developed Residential R25	$506.17	$216.57	$177.91
Neighborhood Commercial Per Acre	$13,718.69	$2,616.53	$2,295.51
GATEWAY L&L DISTRICT			
Per Acre	$3,559.92	$1,814.84	$1,483.79

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the Spring Lake and Gateway L&L Districts. A brief description of each District is as follows:

- Spring Lake L&L: All property located in the Spring Lake Specific Plan area, which is located in the southeast portion of the City, generally bounded to the north by Gibson Road, to the east by County Road 102, to the south by County Road 25A and generally to the west by County Road 101. There is a portion of the District immediately north of the extension of County Road 24A that extends west of State Highway 113. The District was formed in 2005 and is currently being assessed at well below the maximum assessment amount. This District formation report included an annual CPI escalator, which can continue indefinitely.

- Gateway L&L: Located in the southeast portion of the City, generally bounded to the north by Interstate 5, to the east by County Road 102, to the south by Bronze Star Drive and generally to the west by the City boundaries. The District was formed in 2008 and is currently being assessed below the maximum assessment amount. This District formation report included an annual CPI escalator, which can continue indefinitely.

Discussion

An annual Engineer's Report is required for each District, which describes the District boundaries and the proposed improvements to be assessed to the property owners located within the District. The Report also shows a calculation of a Maximum Assessment and a Proposed Assessment. The Maximum Assessment is equal to the initial assessment determined at District formation, adjusted each year for inflation; the Maximum Assessment is calculated independent of the District's annual budget and proposed annual assessment. The Proposed Assessment is calculated based on the City's operating budget and estimation of maintenance operations required for the fiscal year. The District Engineer's Reports were prepared by Koppel & Gruber Public Finance and are attached for Council's review.

The increase in assessments between FY2013/14 and 2014/15 is due primarily to the cost of correctly including the billing for water consumed in these Districts. Meters were installed during FY12/13 and began reading during FY13/14, which allowed for more accurate data and budgets during the FY14/15 budgeting process. Due to the large increase in water costs, the extra budget needed for fully recovering the water consumption costs is being phased in over a two year period and therefore some reserves are being utilized in each of the Districts to cover this phasing approach.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing. A public hearing is required to complete the levy process. This public hearing is scheduled for July 15, 2014. Following the public hearing, Council may direct changes to the Engineer's Reports or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion

Staff recommends that the City Council approve and adopt 1) Resolution No. _____ to Initiate Proceedings for the Annual Levy and Collection of Assessments; Resolution No. _____ to Preliminarily Approve the Engineer's Annual Levy Report and the Levy and Collection of Annual Assessments; and 3) Resolution No. _____ Declaring Intention to Conduct a Public Hearing on July 15, 2014 for the Spring Lake and Gateway L&L Districts.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kim McKinney
Finance Officer

Paul Navazio, City Manager

Attachments

RESOLUTION NO: ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2014/2015 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, the City Council by previous Resolutions formed and approved the maximum annual assessment rates for the City of Woodland Gateway Landscaping and Lighting District ("District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500)* ("Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the District on the Yolo County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto; and,

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments against lots and parcels of land within the District for Fiscal Year 2014/2015 pursuant to provisions of the Act; and,

WHEREAS, the City Council has retained Koppel & Gruber Public Finance for the purpose of preparing and filing an Engineer's Report (the "Report") with the City Clerk; and,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND, FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1 The City Council hereby appoints Koppel & Gruber Public Finance as the District Assessment Engineer, and orders Koppel & Gruber Public Finance to prepare the Report concerning the District and the levy of assessments for Fiscal Year 2014/2015, in accordance with *Chapter 1, Article 4, beginning with Section 22565* of the Act.

The Engineer's Report shall contain the following:

a) A Description of Improvements;

b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance);

c) The Method of Apportionment and the proposed amount to be levied and collected against each Assessor Parcel within District for Fiscal Year 2014/2015; and

d) An exhibit showing the boundaries of the District

Upon completion of the Report, said Report shall be filed with the City Clerk, who shall submit the same to the City Council for its consideration pursuant to *Section 22586* of the Act.

Section 2 The proposed improvements for the District include but are not limited to: the maintenance and operation of public landscaping services and appurtenant facilities, maintenance and operation of street lighting and appurtenant facilities, and maintenance and operation of storm drainage and other appurtenant facilities related thereto. The Report describes in more detail the items to be maintained and serviced.

Section 3 The City Council hereby determines that to provide the improvements described in Section 2 of this resolution, it is necessary to levy and collect assessments against lots and parcels within the District.

Section 4 The Finance Officer of the City of Woodland is hereby authorized and directed to take any and all action necessary and appropriate in connection with the annual levy and collection of assessments for the District.

RESOLUTION NO: ________________

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2014.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2014, by the following vote:

AYES:	Council members:	______________________________
NOES:	Council members:	______________________________
ABSENT:	Council members:	______________________________
ABSTAIN:	Council members:	______________________________

____
Mayor, Marlin H. Davies

Attest:

_____________________________________,
City Clerk, Ana Gonzalez

RESOLUTION NO: ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2014/2015

WHEREAS, the City Council has by previous Resolution ordered the preparation of the Fiscal Year 2014/2015 Annual Engineer's Report in connection with the City of Woodland Gateway Landscaping and Lighting District ("District"), and levy and collection of assessments against lots and parcels of land within the territory for the Fiscal Year commencing July 1, 2014, and ending June 30, 2015, to pay the maintenance, servicing, and operation of the improvements, pursuant to provisions of the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* ("Act"); and,

WHEREAS, the District Assessment Engineer has prepared and filed with the City Clerk and the City Clerk has now presented to the City Council the Engineer's report entitled "City of Woodland Gateway Landscaping and Lighting District Engineer's Report Fiscal Year 2014/2015" (the "Report"); and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, maintenance, and services to be performed, as set forth in said Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND, FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1 The above recitals are all true and correct.

Section 2 The Report, as presented, consists of the following:

a) A Description of Improvements;

b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance);

c) The Method of Apportionment and the proposed amount to be levied and collected against each Assessor Parcel within District for Fiscal Year 2014/2015; and

d) An exhibit showing the boundaries of the District

Section 3 The Report is hereby preliminary approved, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2014.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2014, by the following vote:

AYES:	Council members:	________________________________
NOES:	Council members:	________________________________
ABSENT:	Council members:	________________________________
ABSTAIN:	Council members:	________________________________

____
Mayor, Marlin H. Davies

Attest:

______________________________________,
City Clerk, Ana Gonzalez

RESOLUTION NO: _______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2014/2015 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, the City Council has by previous Resolution, initiated proceedings for the levy and collection of assessments against lots and parcels of land within the City of Woodland Gateway Landscaping and Lighting District ("District") for Fiscal Year 2014/2015 pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* ("Act").

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the District on the Yolo County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto; and,

.

WHEREAS, the City Council has retained Koppel & Gruber Public Finance as the District Assessment Engineer for the Annual Levy of the District, and to prepare and file an Engineer's Report ("Report") with the City Clerk in accordance with the Act, and that said Report has been prepared and filed with the City Clerk and presented to the City Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND, FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1 The above recitals are all true and correct.

Section 2 The City Council hereby declares its intention to levy and collect assessments against lots and parcels of land within the District for the Fiscal Year commencing July 1, 2014, and ending June 30, 2015, to pay the costs and expenses of the improvements which are described in the Report. The City Council finds that the public's best interest requires such levy and collection.

Section 3 The territory of the District is within the boundaries and jurisdiction of the District, and the City of Woodland within the County of Yolo, State of California. The boundary map describing the District is on file with the City Clerk and is hereby incorporated by reference into this Resolution. The District is designated as the "City of Woodland Gateway Landscaping and Lighting District."

Section 3 The proposed improvements for the District are briefly described as the maintenance and operation of and the furnishing of services and materials for the improvements within the District including, but not limited to, the maintenance and operation of public landscaping services and appurtenant facilities, maintenance and operation of street lighting and appurtenant facilities, and maintenance and operation of storm drainage and other appurtenant facilities related thereto. The Engineer's Report describes in more detail the items to be maintained and serviced.

Section 4 The District Assessment Engineer has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council a Report, in connection with the proposed improvements, a description of an annual inflationary adjustment that will be applied to the assessments in subsequent fiscal years and levy and collection of assessments against lots and parcels of land within the District for Fiscal Year 2014/2015 in accordance with *Chapter 1, Article 4* of the Act, and the City Council did by Resolution approve such Report. Reference is hereby made to said Report for a detailed description of improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 5 The City Council hereby declares its intention to conduct a Public Hearing concerning the improvements and the levy of assessments for the District in accordance with *Chapter 2, Article 1, Section 22590* of the Act. Notice is hereby given that on **Tuesday, July 15th, 2014**, at 6:00 PM; the City Council will hold a Public Hearing for the District for Fiscal Year 2014/2015, or as soon thereafter as feasible. The Public Hearing will be held in the City Council's regular meeting chambers located at 300 First Street, Woodland, California, at the time so fixed. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 6 Pursuant to sections 22626, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall give notice of the time and place of the Public Hearing by causing publishing of this Resolution of Intention one time at least 10 days prior to the Public Hearing in the local newspaper, and by posting a copy of this Resolution on the official bulletin City Council customarily used by the City Council for the posting of notices.

Section 7 The Mayor, City Clerk, the City Manager, the City Council and such officers and employees of the City as are appropriate, are authorized and directed to execute such other documents and take such further action as shall be consistent with the intent and purpose of this Resolution.

RESOLUTION NO: _______________

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2014.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2014, by the following vote:

AYES:	Council members:	______________________________
NOES:	Council members:	______________________________
ABSENT:	Council members:	______________________________
ABSTAIN:	Council members:	______________________________

____
Mayor, Marlin H. Davies

Attest:

_____________________________________,
City Clerk, Ana Gonzalez

MUNICIPALITIES | SCHOOL DISTRICTS | CITIES | COUNTIES | PARK & RECREATION | WATER DISTRICTS | MUNICIPALITIES | SCHOOL DISTRICTS | COMMUNITIES

CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT FISCAL YEAR 2014/2015

JUNE 17, 2014

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
F. 760.510.0288

TABLE OF CONTENTS

I. Overview

A. Introduction

This report constitutes the annual update of the Engineer's Report for the City of Woodland ("City") Gateway Landscaping and Lighting District ("District") for fiscal year 2014/2015 which provides updated information regarding the budget and factors that affect the assessment. The District was formed in July 2008 to provide funding for the maintenance of certain public improvements including but not limited to landscaping, street trees, street lighting, traffic signals, drainage, and other improvements or appurtenant facilities within the District's boundaries. This report relies on the assessment methodology and benefit analysis from the Engineer's Report prepared at the time of formation and approved by the property owners through a Proposition 218 balloting procedure.

The City Council pursuant to the provisions of the Landscaping and Lighting Act of 1972, Being Division 15, Part 2 of the Streets and Highways Code of the State of California, beginning with Section 22500 (the "1972 Act"), Article XIIID of the Constitution of the State of California ("Article XIIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIIID and the Implementation Act are referred to collectively as the "Assessment Law") desires to levy and collect annual assessments against lots and parcels within the District in the fiscal year commencing July 1, 2014 and ending June 30, 2015 to pay for the operation, maintenance and servicing of landscaping, lighting, drainage and all appurtenant facilities. The assessment rates set for fiscal year 2014/2015 as set forth in this Engineer's Report do not exceed the maximum rates established at the time the District was formed, therefore, the City and the District are not required to go through a property owner ballot procedure in order to establish the 2014/2015 assessment rates.

B. Contents of Engineer's Report

This Engineer's Report ("Report") describes the District boundaries and the proposed improvements to be assessed to the property owners located within the district. The Report is made up of the following sections.

Section I. Overview – Provides background information on the proposed District and an introduction to the Report.

Section II. Plans and Specifications – Contains a general description of the improvements that are to be maintained and serviced by the District.

Section III. Estimate of Costs – Identifies the cost of the maintenance and services to be provided by the District including incidental costs and expenses. This includes both the maximum assessment rates and the proposed Fiscal Year 2014/2015 assessment rates.

Section IV. Method of Apportionment – Describes the basis in which costs have been apportioned to lots and parcels within the District, in proportion to the special benefit received by each lot and parcel.

Section V. Assessment Roll – The assessment roll identifies the 2014/2015 assessment to be levied to each lot or parcel within the District.

Section VI. Assessment Diagram – Displays a diagram of the District showing the exterior boundaries of the District at the time the District was formed.

Each lot or parcel within the District is assessed proportionately for only the improvements and services that are determined to be special benefit. For this report, each lot or parcel to be assessed, refers to an individual property assigned its own Assessment Parcel Number by the Yolo County ("County") Assessor's Office as shown on the last equalized roll of the assessor.

Following the conclusion of the Public Hearing scheduled for July 15, 2014, the City Council will confirm the Engineer's Report as submitted or amended and may order the collection of assessments for Fiscal Year 2014/2015.

II. PLANS AND SPECIFICATION

A. GENERAL DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots, parcels and subdivisions of land as shown on the Boundary Map titled "Map of Proposed Boundaries of the City of Woodland Gateway Landscaping and Lighting District" contained within this report in Section VI. At the time of formation the District contained three (3) original large parcels that have subdivided into twelve (12) commercial sites.

The District is generally bounded to the north by Interstate 5, to the east by County Road 102, to the south by Bronze Star Drive, and generally to the west by the City boundaries.

B. DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICES

The District, through the levy of special assessments, provides funding for ongoing maintenance, operation and servicing of landscaping, lighting, drainage and other improvements or appurtenant facilities located within the public rights-of-ways and dedicated easements located within the District. These improvements may include, but are not limited to, all materials, equipment, utilities, labor, and appurtenant facilities related to the ongoing maintenance of the improvements.

Maintenance services will be provided by City personnel and/or private contractors. The improvements maintained and services provided by the District are generally described in Sections II C, II D and II E below.

C. LANDSCAPING AND APPURTENANT IMPROVEMENTS

Landscaping improvements (the "Landscaping Improvements") include but are not limited to landscaping, planting, ground cover, shrubbery, turf, trees, irrigation and drainage systems, ornamental lighting structures, masonry block walls and other fencing, entryway monuments, bus shelters and other appurtenant items located in right of ways, parkways, greenbelts, and other easements dedicated to the City and located within the boundaries the District or adjacent to the District and that were required to be installed as a condition of the development.

Landscaping Improvements include but are not limited to the following:

- Landscape parkways on the major arterial roadways and collector roads of the project including Maxwell Avenue, American Drive, Veterans Drive, County Road 102 and the future I-5 freeway off ramp;
- Landscaping and plant/debris removal of the offsite detention pond;
- Graffiti removal, paint, wall and fence repairs for the project entry monuments and fencing on the offsite detention pond; and
- Transit facilities including bus shelters.

For the landscaping improvements specifically, the City's costs were estimated assuming the City will provide a Mode II level of service. Mode II is a mid level of service and represents a level of maintenance where some tolerance is allowed to maintenance problems such as litter, weeds, pruning and irrigation repairs.

D. Street Lighting/Traffic Signals and Appurtenant Improvements

Street lighting improvements ("Lighting Improvements") include but are not limited to poles, signs, fixtures, bulbs, conduit, conductors, equipment including posts and pedestals, metering devices, energy costs and appurtenant facilities as required to provide lighting and traffic signals in public streets, sidewalk easements and other easements dedicated to the City and located within the boundaries of the District or adjacent to the District and that were required to be installed as a condition of the development.

Lighting Improvements include but are not limited to the following;

- Street lighting throughout the arterial, collector, and local roadways totaling approximately 32 lights;
- Traffic signals and appurtenant facilities at two (2) signalized intersections located at County Road 102 and Maxwell Avenue and at Bronze Star Drive and American Drive; and
- Lighting facilities located at and for the project entry monuments.

Detailed maps and descriptions of the location and extent of the specific improvements to be maintained by the District are on file in the Office of Public Works and by reference are made part of this Report.

E. Description of Maintenance and Services

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of Landscaping Improvements and Lighting Improvements ("Improvements") and appurtenant facilities, including repair, removal or replacement of all or part of any of the Improvements or appurtenant facilities; providing for the life, growth, health and beauty of the Landscaping Improvements including cultivation, drainage, irrigation, trimming, mowing, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, repair of fencing and painting of walls and fencing and other improvements to remove or cover graffiti.

Servicing means the furnishing of water and electricity for the irrigation of the Landscaping Improvements or appurtenant facilities including any decorative lighting and the furnishing of electric current or energy, gas or other illuminating agent for the Lighting Improvements. The Lighting Improvements shall be serviced to provide adequate illumination. Servicing also allows for the replacement of the facilities in order to maintain them in proper working order and to provide specific benefit to the District.

III. ESTIMATE OF COSTS

A. ESTIMATE OF COSTS TABLE

Below are the estimated costs of maintenance and services for the District including incidental costs and expenses. This includes both the Maximum Budget expected based on full maturity of the landscaping (subject to an annual inflator – see Section IV D) and the Proposed Fiscal Year 2014/2015 budget.

DIRECT COST ITEMS	MAXIMUM BUDGET[1]	PROPOSED FY 2014/2015 BUDGET
Landscaping Maintenance	$89,840.29	$51,641.00
Tree Maintenance	32,146.78	11,210.00
Street Lighting	7,182.35	7,194.00
Traffic Signals	28,851.15	8,695.00
Fence Repairs and Maintenance	1,807.76	2,500.00
Graffiti and Entry Way Maintenance	1,157.39	2,850.00
Bus Shelter Repair and Maintenance	1,994.02	1,650.00
Appurtenant Facility Maintenance	5,331.98	0.00
DIRECT COST SUBTOTAL	**$168,311.73**	**$85,740.00**
INCIDENTAL COSTS/EXPENSES		
City Administration	$4,260.72	$4,260.71
Consultant/County Administration	4,260.72	3,500.00
Reserve Fund Contingency	6,573.68	0.00
INCIDENTAL COSTS SUBTOTAL	**$15,095.12**	**$7,760.71**
TOTAL ASSESSMENT	**$183,406.84**	**$93,500.71**
Total Assessors Parcels	12	12
Total Levied Acreage	51.52	51.52
Assessment Per Acre	$3,559.92	$1,814.84

[1] Though individual cost items may exceed the maximum budget on a line by line basis the total fiscal year assessment will not exceed the maximum budgeted assessment.

B. DESCRIPTION OF COST ITEMS

The following is a brief description of the cost items for the District included in the table above.

Direct Cost Items – This includes the costs of maintaining and servicing the Improvements. This may include, but is not limited to, the costs for labor, utilities, equipment, supplies, repairs, replacements and upgrades that are required to properly maintain the Improvements that provide a special benefit to property within the District.

Incidental Costs and Expenses – This includes the indirect costs not included above that are necessary to properly maintain the district on an annual basis.

- City Administration – Estimated costs incurred by the City for management and administration of the District, including actions associated with the levy and collection of assessments, education, response to inquires or concerns of the public and the cost to publish public notices required for City Council action relating to the District.

- Consultant/County Administration – This is the estimated annual cost to the District for calculating the annual assessments, monitoring parcel changes and final map approvals, preparing the Engineer's Report for City Council approval, placing the assessments on the County tax roll, and the fees the County charges to collect the assessments on the tax bill.

- Reserve Fund/Contingency – The reserve fund provides a funding source to pay for unanticipated infrequent maintenance requirements that may be required for the District. It also provides a source of funds to operate the District from July through December while waiting for the County property tax distributions that typically occur in January and May for the fiscal year beginning in July. It is intended that the reserve fund will be funded by assessments during the initial year of assessment prior to the installation of all of the improvements.

IV. METHOD OF APPORTIONMENT

A. GENERAL

The Implementation Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of street lights, traffic signals, landscaping and drainage facilities.

Streets and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than the assessed value.

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

In addition, Article XIIID and the Implementation Act require that a parcel's assessment may not exceed the reasonable cost for the proportional special benefit conferred to that parcel. Article XIIID and the Implementation Act further provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. They also require that publicly owned properties which specifically benefit from the improvements be assessed.

B. SPECIAL BENEFIT ANALYSIS

As determined in the formation Engineer's Report, each of the proposed improvements and the associated costs and assessments within the District were reviewed, identified and allocated based on special benefit pursuant to the provisions of Article XIIID, the Implementation Act, and the Streets and Highways Code Section 22573.

Proper maintenance and operation of landscaping, street trees and streetlights provides special benefit to adjacent properties by providing community character, security, safety and vitality. In addition, the Improvements will enhance the ability of property owners to attract and maintain customers as well as increase the viability of commercial development. Lastly, the maintenance of each of the Improvements listed above were required by the Final Conditions of Approval, Item 87 which was recorded as part of the Memorandum of Agreement between the City and the developer on August 10, 2006, Document number 2006-0031291-00 which is on file with the City Clerk.

Landscaping Special Benefit

Trees, landscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value. The entry way monuments to the project provide enhanced visibility and a draw for customers thus increasing the benefit to property owners with the District.

Specifically the Landscaping Improvements provide a sense of ownership and a common theme in the community providing aesthetic appeal and increased desirability of properties.

- Landscaping and street trees within the parkways and the entry way monuments provide special benefit to those developments that are located with the District.

Landscaping General Benefit
The Improvements will be installed to directly benefit the property owners in the District and to enhance business and development opportunities. As part of the project approval process, the project was conditioned to maintain the landscaping, lighting and appurtenant facilities. Therefore, it has been determined that there are no general benefits associated with the Landscaping Improvements.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District. Although the improvements may include landscaping and lighting improvements and other amenities available or visible to the public at large, the construction and installation of these Improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

Public Lighting Special Benefit
The operation, maintenance and servicing of lighting and traffic signals along local streets, collector and arterial streets of a development provides the following special benefits:

- Improved security of lots and parcels within the development;
- Improved ingress and egress to properties;
- Improved nighttime visibility for the local access of emergency vehicles;
- Improved safety and traffic circulation to and from parcels; and
- Increased deterrence of crime and aid to police and emergency vehicles.

Street lights and signals located at arterials and local streets are considered 100% special benefit to the developments taking direct access at those intersections.

Street lights General Benefit
Similar to the Landscaping Improvements described above, the Lighting Improvements are required to be installed and maintained as part of project approval process and confer a special benefit to the property in the District by creating enhanced business and development opportunities. Therefore, it has been determined that there are no general benefits associated with Lighting Improvements.

C. ASSESSMENT METHODOLOGY

To establish the special benefit to the individual lots and parcels within the District a formula that spreads the costs of the maintenance based on the special benefit must be established. The Improvements have been reviewed and a formula has been established to apportion the maintenance costs based on benefit.

The method of assessment is based on the acreage of each parcel located within the District. The parcel's acreage was determined based on Assessor Parcel maps or other sources.

Based on the above formula the Table below provides the proposed rates for Fiscal Year 2014/2015.

No. of Parcels	**Total Acreage**	**Maximum Acreage Rate**	**Proposed Fiscal Year 2014/2015 Acreage Rate**
12	51.52	$3,559.92 per acre or portion thereof	$2,010.45 per acre or portion thereof

The following formula is used to calculate each parcel's maximum assessment (proportional benefit):

Total Assessment (Proposed Maximum Budget) ÷ Total Acreage = Maximum Acreage Rate

---

Parcel Acreage x Maximum Acreage Rate = Maximum Levy Rate

The following formula is used to calculate each parcel's Fiscal Year ("FY") assessment (proportional benefit):

Total Assessment (Proposed FY Budget) ÷ Total Acreage = FY Acreage Rate

---

Parcel Acreage x FY Acreage Rate = FY Levy Rate

D. ASSESSMENT RANGE FORMULA

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring the District to go through the requirements of Proposition 218 in order to get a small increase. This District provides for an annual adjustment to the Maximum Assessment Rate per EBU based on the Engineering News Record Common Labor Cost Index.

The Assessment Range Formula shall be applied to all future assessments within the District beginning in fiscal year 2014/2015. Generally, if the proposed annual assessment for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners within the District) adjusted annually by the percentage increase in the Engineering News Record Common Labor Cost Index rate for the month of April.

Beginning in the second fiscal year (Fiscal Year 2009/2010) and each fiscal year thereafter, the Maximum Assessment would be recalculated and a new Maximum Assessment established within the District.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to Proposition 218 balloting.

The increase in the Engineering News Record Common Labor Index from April 2013 to April 2014 is 3.35%.

V. ASSESSMENT ROLL

The assessment roll is a listing of the both Maximum Assessment and the Fiscal Year 2014/2015 Assessment apportioned to each lot or parcel, as shown on the Yolo County last equalized roll of the assessor and reflective of the Assessor's Parcel Map(s) associated with the equalized roll. Though the maximum amount is shown below, it is not anticipated that the maximum assessment will be assessed for many years. A listing of parcels proposed to be assessed within this District is shown on the following table.

Assessor Parcel Number	Owner Name	Approximate Acreage	Maximum Levy Amount	Fiscal Year 2014/2015 Levy Amount
027-852-003-000	Target Corporation	10.060	$35,812.75	$18,257.32
027-852-004-000	Costco Wholesale Corporation	15.170	54,003.92	27,531.17
027-852-010-000	Woodland Development Co. LLC	4.680	16,660.40	8,493.46
027-852-011-000	Woodland Development Co. LLC	1.300	4,627.89	2,359.30
027-852-027-000	Woodland Development Co. LLC	1.270	4,521.09	2,304.85
027-852-017-000	Woodland Development Co. LLC	4.210	14,987.24	7,640.49
027-852-018-000	Woodland Development Co. LLC	1.590	5,660.27	2,885.60
027-852-019-000	Woodland Development Co. LLC	0.810	2,883.53	1,470.02
027-852-022-000	Woodland Development Co. LLC	7.420	26,414.57	13,466.13
027-852-023-000	In-N-Out Burgers	1.530	5,446.67	2,776.71
027-852-024-000	Kim Hong Seok & Flora T	0.970	3,453.12	1,760.40
027-852-025-000	Woodland Development Co. LLC	2.510	8,935.39	4,555.26
	Total	**51.520**	**$183,406.84**	**$93,500.71**

*Total levy amount may vary from figures listed into the Budget due to rounding.

VI. DISTRICT DIAGRAM

The parcels within the Gateway Landscaping and Lighting District consist of all lots, parcels depicted within the boundaries of the District. The District diagram reflecting the exterior boundaries of the District is on file with the City Clerk.

CITY OF WOODLAND

GATEWAY LANDSCAPING AND LIGHTING DISTRICT

Engineer's Report
Fiscal Year 2014-2015

Report Submitted by:

____

Scott Koppel
Koppel & Gruber Public Finance

____

Registered Engineer

RESOLUTION NO: ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2014/2015 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, the City Council by previous Resolutions formed and approved the maximum annual assessment rates for the City of Woodland Spring Lake Landscaping and Lighting District ("District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500)* ("Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the District on the Yolo County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto; and,

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments against lots and parcels of land within the District for Fiscal Year 2014/2015 pursuant to provisions of the Act; and,

WHEREAS, the City Council has retained Koppel & Gruber Public Finance for the purpose of preparing and filing an Engineer's Report (the "Report") with the City Clerk; and,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND, FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1 The City Council hereby appoints Koppel & Gruber Public Finance as the District Assessment Engineer, and orders Koppel & Gruber Public Finance to prepare the Report concerning the District and the levy of assessments for Fiscal Year 2014/2015, in accordance with *Chapter 1, Article 4, beginning with Section 22565* of the Act.

The Engineer's Report shall contain the following:

a) A Description of Improvements;

b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance);

c) The Method of Apportionment and the proposed amount to be levied and collected against each Assessor Parcel within District for Fiscal Year 2014/2015; and

d) An exhibit showing the boundaries of the District.

Upon completion of the Report, said Report shall be filed with the City Clerk, who shall submit the same to the City Council for its consideration pursuant to *Section 22586* of the Act.

Section 2 The proposed improvements for the District include but are not limited to: the maintenance and operation of public landscaping services including neighborhood parks and appurtenant facilities, maintenance and operation of street lighting and appurtenant facilities, and maintenance and operation of storm drainage and other appurtenant facilities related thereto. The Report describes in more detail the items to be maintained and serviced.

Section 3 The City Council hereby determines that to provide the improvements described in Section 2 of this resolution, it is necessary to levy and collect assessments against lots and parcels within the District.

Section 4 The Finance Officer of the City of Woodland is hereby authorized and directed to take any and all action necessary and appropriate in connection with the annual levy and collection of assessments for the District.

RESOLUTION NO: ________________

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2014.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2014, by the following vote:

AYES:	Council members:	______________________________
NOES:	Council members:	______________________________
ABSENT:	Council members:	______________________________
ABSTAIN:	Council members:	______________________________

____
Mayor, Marlin H. Davies

Attest:

____________________________________,
City Clerk, Ana Gonzalez

RESOLUTION NO: _______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2014/2015

WHEREAS, the City Council has by previous Resolution ordered the preparation of the Fiscal Year 2014/2015 Annual Engineer's Report in connection with the City of Woodland Spring Lake Landscaping and Lighting District ("District"), and levy and collection of assessments against lots and parcels of land within the territory for the Fiscal Year commencing July 1, 2014 and ending June 30, 2015, to pay the maintenance, servicing, and operation of the improvements, pursuant to provisions of the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* ("Act"); and,

WHEREAS, the District Assessment Engineer has prepared and filed with the City Clerk and the City Clerk has now presented to the City Council the Engineer's report entitled "City of Woodland Spring Lake Landscaping and Lighting District Engineer's Report Fiscal Year 2014/2015" (the "Report"); and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements, operation, maintenance, and services to be performed, as set forth in said Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND, FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1 The above recitals are all true and correct.

Section 2 The Report, as presented, consists of the following:

a) A Description of Improvements;

b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance);

c) The Method of Apportionment and the proposed amount to be levied and collected against each Assessor Parcel within District for Fiscal Year 2014/2015; and

d) An exhibit showing the boundaries of the District.

Section 3 The Report is hereby preliminary approved, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

RESOLUTION NO: _______________

The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF ______________, 2014.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, _____________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of _____________, 2014, by the following vote:

AYES: Council members: ____________________________

NOES: Council members: ____________________________

ABSENT: Council members: ____________________________

ABSTAIN: Council members: ____________________________

____
Mayor, Marlin H. Davies

Attest:

__________________________________,
City Clerk, Ana Gonzalez

RESOLUTION NO: _______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2014/2015 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, the City Council has by previous Resolution, initiated proceedings for the levy and collection of assessments against lots and parcels of land within the City of Woodland Spring Lake Landscaping and Lighting District ("District") for Fiscal Year 2014/2015 pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* ("Act").

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessments for the District on the Yolo County tax roll on behalf of the District to pay the maintenance, services, and operation of facilities and improvements related thereto; and,
.

WHEREAS, the City Council has retained Koppel & Gruber Public Finance as the District Assessment Engineer for the Annual Levy of the District, and to prepare and file an Engineer's Report ("Report") with the City Clerk in accordance with the Act, and that said Report has been prepared and filed with the City Clerk and presented to the City Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND, FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1 The above recitals are all true and correct.

Section 2 The City Council hereby declares its intention to levy and collect assessments against lots and parcels of land within the District for the Fiscal Year commencing July 1, 2014, and ending June 30, 2015, to pay the costs and expenses of the improvements which are described in the Report. The City Council finds that the public's best interest requires such levy and collection.

Section 3 The territory of the District is within the boundaries and jurisdiction of the District, and the City of Woodland within the County of Yolo, State of California. The boundary map describing the District is on file with the City Clerk and is hereby incorporated by reference into this Resolution. The District is designated as the "City of Woodland Spring Lake Landscaping and Lighting District."

Section 3 The proposed improvements for the District are briefly described as the maintenance and operation of and the furnishing of services and materials for the improvements within the District including, but not limited to, the maintenance and operation of public landscaping services including neighborhood parks and appurtenant facilities, maintenance and operation of street lighting and appurtenant facilities, and maintenance and operation of storm drainage and other appurtenant facilities related thereto. The Report describes in more detail the items to be maintained and serviced.

Section 4 The District Assessment Engineer has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council a Report, in connection with the proposed improvements, a description of an annual inflationary adjustment that will be applied to the assessments in subsequent fiscal years and levy and collection of assessments against lots and parcels of land within the District for Fiscal Year 2014/2015 in accordance with *Chapter 1, Article 4* of the Act, and the City Council did by Resolution approve such Report. Reference is hereby made to said Report for a detailed description of improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 5 The City Council hereby declares its intention to conduct a Public Hearing concerning the improvements and the levy of assessments for the District in accordance with *Chapter 2, Article 1, Section 22590* of the Act. Notice is hereby given that on **Tuesday, July 15th, 2014**, at 6:00 PM; the City Council will hold a Public Hearing for the District for Fiscal Year 2014/2015, or as soon thereafter as feasible. The Public Hearing will be held in the City Council's regular meeting chambers located at 300 First Street, Woodland, California, at the time so fixed. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 6 Pursuant to sections 22626, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall give notice of the time and place of the Public Hearing by causing publishing of this Resolution of Intention one time at least 10 days prior to the Public Hearing in the local newspaper, and by posting a copy of this Resolution on the official bulletin City Council customarily used by the City Council for the posting of notices.

Section 7 The Mayor, City Clerk, the City Manager, the City Council and such officers and employees of the City as are appropriate, are authorized and directed to execute such other documents and take such further action as shall be consistent with the intent and purpose of this Resolution.

RESOLUTION NO: ______________

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF ______________, 2014.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2014, by the following vote:

AYES: Council members: ______________________________

NOES: Council members: ______________________________

ABSENT: Council members: ______________________________

ABSTAIN: Council members: ______________________________

____
Mayor, Marlin H. Davies

Attest:

_____________________________________,
City Clerk, Ana Gonzalez

MUNICIPALITIES | SCHOOL DISTRICTS | CITIES | COUNTIES | PARK & RECREATION | WATER DISTRICTS | MUNICIPALITIES | SCHOOL DISTRICTS | COMMUNITIES

CITY OF WOODLAND
SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT
ENGINEER'S REPORT
FISCAL YEAR 2014/2015

JUNE 17, 2014

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
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I. OVERVIEW

A. INTRODUCTION

This report constitutes the annual update of the Engineer's Report for the City of Woodland ("City") Spring Lake Landscaping and Lighting District ("District") for Fiscal Year 2014/2015 which provides updated information regarding the budget and factors that affect the assessment amount. This District was formed in March 2005 to provide funding for the maintenance of certain public improvements including but not limited to landscaping, street lighting, traffic signals, drainage, neighborhood parks and other improvements or appurtenant facilities within the District's boundaries. This report relies on the assessment methodology and benefit analysis from the Engineer's Report prepared at the time of formation and approved by the property owners through a Proposition 218 balloting procedure.

The City Council pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* ("Act") and in compliance with the substantive and procedural requirements of the *California State Constitution Article XIIIC and XIIID* ("Proposition 218") desires to levy and collect annual assessments against lots and parcels within the District beginning in the fiscal year commencing July 1, 2014 and ending June 30, 2015 to pay for the operation, maintenance and servicing of landscaping, lighting, drainage and all appurtenant facilities. The assessment rates set for 2014/2015 as set forth in this Engineer's Report, do not exceed the maximum rates established at the time the District was formed, therefore, the City and the District are not required to go through a property owner ballot procedure in order to establish the 2014/2015 assessment rates.

B. CONTENTS OF ENGINEER'S REPORT

This Engineer's Report ("Report") describes the District boundaries and the proposed improvements to be assessed to the property owners located within the district. The Report is made up of the following sections.

Section I. Overview – Provides a general introduction into the Report.

Section II. Plans and Specifications – Contains a general description of the improvements that are to be maintained and serviced by the District.

Section III. Estimate of Costs – Identifies the cost of the maintenance and services to be provided by the District including incidental costs and expenses.

Section IV. Method of Apportionment – Describes the basis in which costs have been apportioned to lots and parcels within the Districts, in proportion to the special benefit received by each lot and parcel.

Section V. Assessment Roll – The assessment roll identifies the maximum assessment to be levied to each lot or parcel within the District.

Section VI. Assessment Diagram – Displays a diagram of the District showing the exterior boundaries of the District.

Appendix – This section includes additional information, zoning maps and exhibits which were used to determine the budget and assessments for the different product types.

For this report, each lot or parcel to be assessed, refers to an individual property assigned its own Assessment Parcel Number by the Yolo County ("County") Assessor's Office as shown on the last equalized roll of the assessor.

Following the conclusion of the Public Hearing scheduled for July 15, 2014, the City Council will confirm the Report as submitted or amended and may order the collection of assessments for Fiscal Year 2014/2015.

II. Plans And Specification

A. General Description of the District

The proposed territory within the District consists of all lots, parcels and subdivisions of land located in the Spring Lake Specific Plan Area. The area contains thirty five (35) large un-subdivided parcels and when combined with recently subdivided parcels will result in approximately 3,966 residential units, four (4) commercial sites, six (6) school sites, four (4) neighborhood parks, one (1) mini park, and one (1) public fire station. The County of Yolo owns three (3) parcels in the specific plan area and there is one (1) existing Woodland Community College parcel and two (2) Woodland Joint Unified School District Parcels. Nineteen final subdivision maps were approved in 2005 through 2014 covering portions of the Spring Lake Area representing 1,292 single family lots, 139 multi-family residential units and 156 apartment units. The assessments for all of the parcels within the District will be calculated based on 2014/2015 Budget and the method described in Section IV Method of Apportionment of this Report.

The Spring Lake Specific Plan Area is located in the southeast portion of the City generally bounded to the north by East Gibson Road, to the east by County Road 102, to the south by County Road 25A, and generally to the west by County Road 101. There is a portion of the Specific Plan Area immediately north of the extension of County Road 24A that extends west of State Highway 113.

B. Description of Improvements to be Maintained and Services

The proposed improvements to be maintained and services provided by the District are generally described as follows:

Landscaping and Appurtenant Improvements
Landscaping improvements (the "Landscaping Improvements") include but are not limited to landscaping, planting, ground cover, shrubbery, turf, trees, irrigation and drainage systems, ornamental lighting structures, playground equipment, play courts, public restrooms, masonry block walls and other fencing, entryway monuments and other appurtenant items located in right of ways, parkways, greenbelts, neighborhood parks and other easements dedicated to the City and located within the boundaries of the District.

This will include but is not limited to the following areas:

- Landscape parkways on the major arterial roadways of the project including Pioneer Avenue, Parkway Drive, Road 102, County Road 25A and East Gibson Road;
- Landscape parkways on the local and collector roads including Farmer's Central Road, Road 24C, Road 101, Matmor Road, Collector One, Collector Two, Collector Four, Collector "A" Street and Highway 113 buffer;
- Landscaping along the mixed use channel, the drainage channels and facilities, agricultural interceptors and the offsite regional ponds;
- Landscaping and park equipment provided in neighborhood park areas including Central Park, Park "A", Park "B", Park "C", Mini-Park, the Offsite Pond Park; and

- Graffiti removal, paint, wall and fence repairs along the block walls and fencing on portions of Pioneer Avenue, Parkway Drive, Road 102, East Gibson Road, County Road 25A, Farmer's Central Road, Highway 113, the drainage channels and facilities, the offsite regional ponds and the offsite Pond Park.

A more detailed listing of the overall landscape maintenance areas are included the appendix to this report along with the areas specifically budgeted for Fiscal Year 2014/2015.

Street Lighting/Traffic Signals and Appurtenant Improvements

Street lighting improvements (the "Street Lighting Improvements") include but are not limited to poles, signs, fixtures, bulbs, conduit, conductors, equipment including posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public streets and sidewalk easements, parks and other easements dedicated to the City and located within the boundaries of the District.

This will include but is not limited to the following:

- Street lighting throughout the arterial, collector, and local roadways totaling approximately 1,740 lights located throughout the project; and
- Traffic signals and appurtenant facilities at eighteen (18) signalized intersections along Pioneer Avenue, Parkway Drive, Road 102, East Gibson Road, County Road 25A and Farmer's Central Road.

A more detailed listing of the street lighting/traffic signal maintenance areas are included the appendix to this report along with the areas specifically budgeted for Fiscal Year 2014/2015.

The estimated annual cost to provide and maintain the improvements within the District shall be allocated to each property in proportion to the special benefits received.

C. Description of Maintenance and Services

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Landscaping Improvements and the Street Lighting Improvements and appurtenant facilities, including repair, removal or replacement of all or part of any of Landscaping Improvements and the Street Lighting Improvements or appurtenant facilities; providing for the life, growth, health and beauty of the Landscaping Improvements including cultivation, drainage, irrigation, trimming, mowing, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, repair of fencing and painting of walls and fencing and other improvements to remove or cover graffiti. The Street Lighting Improvements shall be maintained to provide adequate illumination.

Servicing means the furnishing of water and electricity for the Landscaping Improvements including any decorative lighting and the furnishing of electric current or energy, gas or other illuminating agent for the Street Lighting Improvements. Servicing also allows for the replacement of the facilities in order to maintain them in proper working order and to provide specific benefit to the District.

III. Estimate of Costs

A. Estimate of Costs Table

Below are the estimated costs of maintenance and services for the District including incidental costs and expenses. A more detailed accounting of the budget based on the Equivalent Benefit Unit (EBU) methodologies is included in Section IV.

TABLE 1
Fiscal Year 2014/2015 Estimated Costs

	ZONE DENSITY TYPE COSTS[1]	PRODUCT/FRONT FOOTAGE TYPE COSTS[2]	TOTAL COSTS
DIRECT COST ITEMS			
Landscaping	$69,894	$186,966	$256,860
Greenbelts & Parks	0	225,981	225,981
Tree Maintenance	71,072	35,568	106,640
Street Lights	72,211	26,573	98,784
Traffic Signals	10,211	45,384	55,595
Graffiti & Wall/Fence Repairs	0	0	0
Capital Items	0	0	0
DIRECT COSTS SUBTOTAL	**$223,388**	**$520,472**	**$743,860**
INCIDENTAL COSTS/EXPENSES			
City Administration	$0	$53,560	$41,560
Consultant/County Administration	0	12,000	12,000
Reserve Fund/Contingency	0	0	0
OTHER COSTS SUBTOTAL	**$0**	**$65,560**	**$53,560**
ESTIMATED MAXIMUM ASSESSMENT	**$223,388**	**$586,032**	**$797,420**
Total Assessor Parcels FY 2013/2014			1,310
Total Equivalent Benefit Units Based on Zoning	1,168.95		1,168.95
Total Equivalent Benefit Units Based on Product Type		4,006.58	4,006.58
Total Front Footage		8,191.00	8,191.00
		Maximum Levy Amount Per EBU[3]	**Fiscal Year 2014/2015 Levy Amount**
Estimated Single Family Developed Residential R3 Per EBU		**$1,330.69**	**$514.77**
Estimated Single Family Developed Residential R4 Per EBU		**$1,144.45**	**$446.62**
Estimated Single Family Developed Residential R5 Per EBU		**$1,032.71**	**$405.72**
Estimated Single Family Developed Residential R8 Per EBU		**$865.09**	**$344.38**
Estimated Multi Family Developed Residential R15 Per EBU		**$565.77**	**$238.38**
Estimated Multi Family Developed Residential R20 Per EBU[4]		**$528.52**	**n/a**
Estimated Multi Family Developed Residential R25 Per EBU		**$506.17**	**$216.57**
Estimated Neighborhood Commercial Per Acre		**$13,718.69**	**$2,616.53**

1. See "Section IV. Method of Apportionment" for a detailed explanation of the two types of allocation methods.
2. Front Footage applies to the public owned (School Sites, Woodland Community College & Yolo County) properties only.
3. Includes an annual Engineering News Record Common Labor Cost Index rate increase (see section VID) of 30.37% for the past nine years.
4. For Fiscal Year 2014/2015 there are not any developed lots with this zoning. These parcels will be subject to the Developed/Undeveloped Rate of $55.91 per proposed unit.

B. Description of Cost Items

The following is a brief description of the costs of maintenance and services for the District included in the table above.

Direct Cost Items – This includes the costs of maintaining and servicing the landscaping, lighting and traffic signal improvements. This may include, but is not limited to, the costs for labor, utilities, equipment, supplies, repairs, replacements and upgrades that are required to properly maintain the items that provide a direct benefit to the District.

The line items listed in this section are summarized into the following categories: Landscaping, Greenbelt and Parks, Trees, Street Lights, Traffic Signals, Walls and Fencing and Capital, all of which are included in a more detailed budget provided in the appendix section of this report.

Incidental Costs and Expenses – This includes the indirect costs not included above that are necessary to properly maintain the district on an annual basis.

- City Administration – This includes the cost or a portion of the costs to coordinate District services including responding to property owner inquiries relating the assessments and services and contracting with professionals to provide administration, legal, and engineering services to the District that are required on an annual basis. Additionally, this includes the City's administration cost of managing the Storm Drainage Conservation Habitat Preservation Management Plan contract that is required as a condition of development of the Spring Lake Specific Plan Area.

- Consultant/County Administration – This is the estimated annual cost to the District for calculating the annual assessments, monitoring parcel changes and final map approvals, preparing the Engineer's Report for City Council approval, placing the assessments on the County tax roll, and the fees the County charges to collect the assessments on the tax bill.

- Reserve Fund/Contingency – The reserve fund provides a funding source to pay for unanticipated infrequent maintenance requirements that may be required for the District. It also provides a source of funds to operate the District from July through December while waiting for the County property tax distributions that typically occur in January and May for the fiscal year beginning in July.

IV. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of street lights, traffic signals, landscaping and drainage facilities.

Streets and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than the assessed value.

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Section 22574 of the 1972 Act also allows the designation of zones of benefit within an assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements."

In addition, Article XIIID and the Implementation Act require that a parcel's assessment may not exceed the reasonable cost for the proportional special benefit conferred to that parcel. Article XIIID and the Implementation Act further provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. They also require that publicly owned properties which specifically benefit from the improvements be assessed.

B. SPECIAL BENEFIT ANALYSIS

As determined in the formation Engineer's Report, each of the proposed improvements and the associated costs and assessments within the District were reviewed, identified and allocated based on special benefit pursuant to the provisions of Article XIIID, the Implementation Act, and the Streets and Highways Code Section 22573.

Proper maintenance and operation of landscaping, street trees and streetlights provides special benefit to adjacent properties by providing community character, security, safety and vitality. Below is a discussion of the special benefit that the parcels receive from each of the maintenance categories.

Landscaping Special Benefit

Trees, landscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value. Specifically they provide a sense of ownership and a common theme in the community providing aesthetic appeal and increased desirability of properties.

- Street trees within the parkways and greenbelts provide special benefit to those properties directly adjacent to those tree-lined parkways and to those that drive along them to get to their property;

- Landscaping within the parkways provide special benefit to those developments that are directly adjacent to the public parkways and to those that drive through them to get to their property; and,

- Landscaping and play equipment within the park sites provide special benefit to those developments that are within the general vicinity of the parks.

Landscaping General Benefit
There are no general benefits associated with local parkway landscaping.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District. Although the improvements may include landscaping and lighting improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

Street lights Special Benefit
The operation, maintenance and servicing of lighting and traffic signals along local streets, collector and arterial streets of a development provides the following special benefits:

- Improved security of lots and parcels within the development;
- Improved ingress and egress to properties;
- Improved nighttime visibility for the local access of emergency vehicles;
- Improved safety and traffic circulation to and from parcels; and
- Increased deterrence of crime and aid to police and emergency vehicles.

Street lights and signals located at arterials and local streets are considered 100% special benefit to the developments taking direct access at those intersections.

Street lights General Benefit
There are no general benefits related to street lights, signals or appurtenant facilities.

C. ASSESSMENT METHODOLOGY

To establish the special benefit to the individual lots and parcels within the District an Equivalent Benefit Unit ("EBU") system is used. The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

Due to the variety and location of the maintenance requirements throughout the Spring Lake project area, two distinct methods of determining a lot or parcels EBU has been established depending on the specific maintenance item. The two methods are discussed below.

1. Zone Density Equivalent Benefit Units

Each parcel of land is assigned an EBU in proportion to the estimated special benefit the parcel receives relative to other parcels within the District. Maintenance costs under this method are allocated based on density for each of the residential projects located throughout the project. This is an effective way of allocating the special benefit to parcels where the maintenance items relate to acreage or lot size such as more dense local landscaping that occurs in some of the residential areas.

Maintenance costs related to the following are allocated utilizing this method:

- Landscaping and lighting along the local and collector roads including Farmer's Central Road, Road 24C, Road 101, Matmor Road, Collector One, Collector Two, Collector Four, Collector "A" Street and Highway 113 buffer; and
- Landscaping and lighting along the agricultural interceptors.

The single family detached residential (SFD) property with an R-5 Zoning has been selected as the basic unit for calculating assessments; therefore a SFD R-5 residential parcel equals one Equivalent Benefit Unit (EBU). All other residential zoned units are compared to the R-5 (5 units per acre divided by the zoning designation number of units per acre) to determine the zonings EBUs. Since typically 5 single family residential units could be constructing on one acre of land, commercial property is assigned 5.0 EBUs per acre of land.

TABLE 2
EBU APPLICATION BY LAND USE ZONING:

Land Use	Zoning*	EBU/Parcel/ Acre/Unit
Single Family Detached Residential	R-3	1.67 EBUs / Parcel
Single Family Detached Residential	R-4	1.25 EBUs / Parcel
Single Family Detached Residential	R-5	1.00 EBU / Parcel
Single Family Detached Residential	R-8	0.63 EBUs / Parcel
Multi Family Detached Residential	R-15	0.33 EBUs / Unit
Multi Family Detached Residential	R-20	0.25 EBUs / Unit
Multi Family Detached Residential	R-25	0.20 EBUs / Unit
Neighborhood Commercial	NC	5.00 EBUs / Acre
Exempt	EX	0.00 EBU / Parcel

*** The above method for calculating the number of EBUs per parcel/unit will be used if additional single family or multi family residential units not included in the above table are approved for development.**

Definitions and Formulas Related to Zoning EBU Method

Single-Family Detached Residential — This land use is defined as a fully subdivided residential parcel that is part of a final tract map wherein the final map has been recorded with the County as of January 1 of the preceding fiscal year.

Multi-Family Detached Residential — This land use is defined as a residential parcel anticipated to have more than one residential unit that is part of a final tract map wherein the final map has been recorded at the County as of January 1 of the preceding fiscal year.

Neighborhood Commercial — This land use is defined as a commercial parcel that is part of a final tract map wherein the final map has been recorded at the County as of January 1 of the preceding fiscal year.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that can not be developed; park properties, school properties required as part of the development and other publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

2. Product Type Equivalent Benefit Units

Each parcel of land is assigned an EBU in proportion to the estimated special benefit the parcel receives relative to other parcels within the District. Maintenance costs under this method are allocated based on product types (single family residential, multi family residential or commercial) located throughout the project. This is an effective way of allocating the special benefit to parcels where the maintenance items relate to the traffic study and impact fee (drainage and parkway) methodologies that were developed for the Spring Lake Specific Plan Area.

Maintenance costs related to the following are allocated utilizing this method:

- Parkway landscaping and lighting on the major arterial roadways of the project including Pioneer Avenue, Parkway Drive, Road 102, East Gibson Road, and County Road 25A;
- Landscaping and lighting along the mixed use channel, subdivision trail corridor, greenbelts, gateway entries, Highway 113 buffer, drainage channels and facilities, and offsite regional ponds;
- Landscaping and lighting in the neighborhood park areas including Central Park, Park “A”, Park “B”, Park “C”, Mini-Park; and
- Graffiti removal, paint, fence and wall repairs along the block walls and fencing on portions of Pioneer Avenue, Parkway Drive, Road 102, and Highway 113.

The single family detached residential property has been selected as the basic unit for calculating assessments; therefore a SFD residential parcel equals one Equivalent Benefit Unit (EBU). The multi-family residential lots do not receive the same special benefit as single family lots and are therefore assigned less than 1 EBUs per units as determined in the Spring Lake Infrastructure Fee Nexus Study prepared by Economic & Planning Systems Inc., dated June 29, 2004 and shown below.

TABLE 3
EBU APPLICATION BY PRODUCT

Land Use	Zoning	Traffic EBU/ Parcel or Acre	Drainage EBU/ Parcel/Acre/Unit	Park EBU/ Parcel/Acre/Unit
Single Family Residential	**Not applicable**	**1.00 EBU / Parcel**	**1.00 EBU / Parcel**	**1.00 EBU / Parcel**
Multi Family Residential	**Not applicable**	**0.70 EBUs / Unit**	**0.39 EBUs / Unit**	**0.83 EBUs / Unit**
Undeveloped Planned Single Family Residential Development	**Not applicable**	**1.00 EBU / Parcel**	**1.00 EBU / Parcel**	**1.00 EBU / Parcel**
Undeveloped Planned Multi Family Residential Development	**Not applicable**	**0.70 EBUs / Unit**	**0.39 EBUs / Unit**	**0.83 EBUs / Unit**
Neighborhood Commercial	**Not applicable**	**32.67 EBUs / Acre**	**18.97 EBUs / Acre**	**3.05 EBUs / Acre**
Exempt	**Not applicable**	**0.00 EBUs / Parcel**	**0.00 EBUs / Parcel**	**0.00 EBUs / Parcel**

Definitions and Formulas Related to the Product Type EBU Method

Single-Family Residential — This land use is defined as a fully subdivided residential parcel that is part of a final tract map wherein the final map has been recorded with the County as of January 1 of the preceding fiscal year.

Multi-Family Residential — This land use is defined as a residential parcel anticipated to have more than one residential unit that is part of a final tract map wherein the final map has been recorded at the County as of January 1 of the preceding fiscal year.

Undeveloped Planned Single Family Residential Development — This land use is defined as any undeveloped property not fully subdivided with a specific number of proposed single family residential parcels/lots or dwelling units to be developed on the parcel. This land use type will only be assessed for the maintenance requirements associated with the major arterial roadways, channel improvements and incidental costs/expenses based on the anticipated number of units to be developed on the property as shown on the Specific Plan or proposed Tentative Map.

Undeveloped Planned Multi Family Residential Development — This land use is defined as any undeveloped property not fully subdivided with a specific number of proposed multi family residential parcels/lots or dwelling units to be developed on the parcel. This land use type will only be assessed for the maintenance requirements associated with the major arterial roadways, channel improvements and incidental costs/expenses based on the anticipated number of units to be developed on the property as shown on the Specific Plan or proposed Tentative Map.

Neighborhood Commercial — This land use is defined as a commercial parcel that is part of a final tract map wherein the final map has been recorded at the County as of January 1 of the preceding fiscal year.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that can not be developed; park properties, school properties required as part of the development and other publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

3. Front Footage Method for Public Owned Properties

Certain public owned properties within the District derive a special benefit from the landscaping and lighting improvements but to a lesser degree than residential or commercial properties. This includes the high school site, the Woodland Community College parcel and the County of Yolo property. Front footage of the landscaped areas and the development standards used outside of the Spring Lake Specific Plan were used to determine the public owned properties special benefit. Since these properties are not subject to the Spring Lake Specific Plan higher landscaping and lighting standard requirements, this is a reasonable method for allocating the maintenance costs that they are benefiting from.

4. Benefit Formula

The benefit formula is applied to each budget line item and then to the parcels within the District based on the preceding Equivalent Benefit Unit (EBU) tables. Each parcel's EBU correlates the parcel’s special benefit received as compared to all other parcels benefiting from the improvements.

The following formula is used to calculate each parcel’s EBU (proportional benefit) **for each of the type of improvement items that are applicable to a particular parcel based on its development status:**

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Land Use Zoning EBU + Traffic EBU + Drainage EBU + Park EBU = Parcel Type EBU

Parcel Type EBU x Dwelling Units/Parcels/Lots = Parcel EBU

The total number of Equivalent Benefit Units (EBUs) is the sum of all individual EBUs applied to parcels that receive a special benefit from the improvement. An assessment amount per EBU (Rate) for each type of improvement is established by taking the total cost of the type of improvement and dividing that amount by the total number of EBUs of all parcels benefiting from the type of improvement. This Rate is then applied back to each individual parcel’s based on their assigned EBUs to determine the parcel’s proportionate special benefit and assessment obligation from that type of improvement. This same method is used for all other types of improvements.

Maintenance Cost/ Total Number of EBUs = Levy per EBU

Levy per EBU x Parcel EBU = Maximum Parcel Levy Amount

5. Table of EBUs and Rate by Product Type

Below is a summary of the EBUs and Rates per product type and zoning type.

TABLE 4
SUMMARY OF EBUS AND ALLOCATION OF COSTS
PART 1 OF 2

	Allocation Method		* * * PRODUCT TYPE * * *		* * * PRODUCT TYPE * * *		* * * PRODUCT TYPE * * *		Traffic (1)	Drainage (2)	(3)	(1)+(2)+(3)=(4)	Traffic (5)	Drainage (6)	Parks (7)	(5)+(6)+(7) = (8)	(4) + (8) = (9)
Zoning	Land Use	Number of Projected Units/Acres	EBU Per Product Type (Traffic)	Total EBUs or Front Footage (Traffic)	EBU Per Product Type (Drainage)	Total EBUs or Front Footage (Drainage)	EBU Per Product Type (Parks)	Total EBUs or Front Footage (Parks)	Arterial Roads (Pioneer, Parkway, Rd 102, E. Gibson, Rd 25A)	Mixed Use Channel	Other Administration Costs	Base Costs Allocated To Developed & Undeveloped Property	Developed Parcels Only (Highway 113 Buffer, Gateway Entries)	Developed Parcels Only (Offsite Channels, Offsite Ponds)	Developed Parcels Only (Subdivision Trail Corridor, Greenbelts, Parks)	Developed Parcel Costs Only	Product Type Total Developed & Undeveloped Parcels
Main Project (East of Highway 113)																	
R-3	Single Family Residential	364	1.00	364.00	1.00	364.00	1.00	364.00	$23,072	$2,038	$4,866	$29,976	$0	$713	$9,993	$10,706	$40,682
R-4	Single Family Residential	365	1.00	365.00	1.00	365.00	1.00	365.00	23,135	2,044	4,879	30,058	0	1,436	20,136	21,572	51,630
R-5	Single Family Residential	1,335	1.00	1,335.00	1.00	1,335.00	1.00	1,335.00	84,618	7,474	17,846	109,939	0	6,552	91,879	98,431	208,370
R-8	Single Family Residential	642	1.00	642.00	1.00	642.00	1.00	642.00	40,693	3,594	8,582	52,869	0	3,319	46,536	49,855	102,724
R-15	Multi-Family Residential	456	0.70	319.20	0.39	177.84	0.83	378.48	20,232	996	4,267	25,495	0	577	17,208	17,785	43,280
R-20	Multi-Family Residential	195	0.70	136.50	0.39	76.05	0.83	161.85	8,652	426	1,825	10,902	0	0	0	0	10,902
R-25	Multi-Family Residential	370	0.70	259.00	0.39	144.30	0.83	307.10	16,416	808	3,462	20,687	0	647	19,313	19,960	40,646
NC	Neighborhood Commercial	11.00	32.71	359.78	18.97	208.67	3.05	33.58	22,804	1,168	4,809	28,782	0	0	0	0	28,782
	Sub Total			**3,780.48**		**3,312.86**		**3,587.01**	**$239,622**	**$18,548**	**$50,537**	**$308,708**	**$0**	**$13,243**	**$205,065**	**$218,308**	**$527,016**
Project West of Highway 113																	
R-5A	Single Family Residential	162	1.00	162.00	1.00	162.00	1.00	162.00	$0	$907	$2,166	$3,073	$0	$1,723	$24,163	$25,886	$28,959
R-8A	Single Family Residential	34	1.00	34.00	1.00	34.00	1.00	34.00	0	190	455	$645	0	0	0	0	645
R-15A	Multi-Family Residential	43	0.70	30.10	0.39	16.77	0.83	35.69	0	94	402	$496	0	0	0	0	496
	Sub Total	**239**		**226.10**		**212.77**		**231.69**	**$0**	**$1,191**	**$3,023**	**$4,214**	**$0**	**$1,723**	**$24,163**	**$25,886**	**$30,100**
School & County Sites (Front Footage)																	
FF	High School	50.00	n/a	3,015.00	n/a	0	n/a	0	$0	$0	$0	$0	$0	$0	$0	0	$0
FF	Woodland Community College	120.50	n/a	2,646.00	n/a	0	n/a	0	0	0	0	0	0	0	0	0	0
FF	Yolo County	31.00	n/a	2,530.00	n/a	0	n/a	0	0	0	0	0	0	0	0	0	0
	Sub Total	**201.50**		**8,191.00**		**0**		**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	Total								**$239,622**	**$19,740**	**$53,560**	**$312,922**	**$0**	**$14,966**	**$229,228**	**$244,194**	**$557,116**

TABLE 4
SUMMARY OF EBUS AND ALLOCATION OF COSTS
PART 2 OF 2

Allocation Method		(X)	*** ZONING TYPE ****		Zone Type (A)	Front Footage (B)	(A)+ (B) = (C)		(8)	(C) + (8) = (D)	(9)	(C) + (9) = (D)	(D) / (X) = (10)	(D) / (X) = (11)	(10)+(11)=(12)
Zoning	**Land Use**	**Number of Projected Units/Acres**	**EBU Per Zone Type**	**Total EBUs or Front Footage (Zone Type)**	**Developed Parcels Only (Farmers Central, Rd 24C, Rd 101, Matmor, Collector and Local Streets, Ag channels)**	**Developed Parcels Only School and Public Owned Sites**	**Zoning & Front Footage Total Costs (Developed Property)**		**(From Above Table) Product Type Total Developed Parcels Only**	**Total for All Developed Property**	**(From Above Table) Product Type Total Developed & Undeveloped Parcels**	**Total Cost for All Properties**	**Base Rate Per Unit/Acre for Either Developed or Undeveloped**	**Addt'l Rate per Unit/Acre for Developed Property Only**	**Total Rate per Unit/Acre for Developed Property**
Main Project (East of Highway 113)															
R-3	Single Family Residential	67	1.67	111.67	$18,266	$0	$18,266	273	$10,706	$28,972	$40,682	$58,948	$82.35	$432.42	$514.77
R-4	Single Family Residential	135	1.25	168.75	27,604	0	27,604		21,572	49,176	51,630	79,234	82.35	364.26	446.62
R-5	Single Family Residential	616	1.00	616.00	100,765	0	100,765	164	98,431	199,196	208,370	309,135	82.35	323.37	405.72
R-8	Single Family Residential	312	0.63	195.00	31,898	0	31,898	102	49,855	81,753	102,724	134,622	82.35	262.03	344.38
R-15	Multi-Family Residential	139	0.33	46.33	7,579	0	7,579	55	17,785	25,364	43,280	50,859	55.91	182.47	238.38
R-20	Multi-Family Residential	0	0.25	-	0	0	0		0	0	10,902	10,902	55.91	0.00	55.91
R-25	Multi-Family Residential	156	0.20	31.20	5,104	0	5,104		19,960	25,063	40,646	45,750	55.91	160.66	216.57
NC	Neighborhood Commercial	0.00	5.00	-	0	0	0		0	0	28,782	28,782	2,616.53	0.00	2,616.53
	Sub Total	**1,425**		**1,168.95**	**$191,216**	**$0**	**$191,216**		**$218,308**	**$409,524**	**$527,016**	**$718,232**			
Project West of Highway 113															
R-5A	Single Family Residential	162	1.00	162.00	$26,500	$0	$26,500		$25,886	$52,386	$28,959	$55,459	$18.97	$323.37	$342.34
R-8A	Single Family Residential	0	0.63	0.00	0	0	0		0	0	645	645	18.97	0.00	18.97
R-15A	Multi-Family Residential	0	0.33	0.00	0	0	0		0	0	496	496	11.54	0.00	11.54
	Sub Total	**162**		**162.00**	**$26,500**	**$0**	**$26,500**		**$25,886**	**$52,386**	**$30,100**	**$56,600**			
School & County Sites (Front Footage)															
FF	High School	50.00	n/a	3,015.00	$0	$7,643	$7,643		$0	$7,643	$0	$7,643	$0.00	$152.85	$152.85
FF	Woodland Community College	120.50	n/a	2,646.00	0	7,587	7,587		0	7,587	0	7,587	0.00	62.96	62.96
FF	Yolo County	31.00	n/a	2,530.00	0	7,359	7,359		0	7,359	0	7,359	0.00	237.39	237.39
	Sub Total	**201.50**		**8,191.00**	**$0**	**$22,589**	**$22,589**		**$0**	**$22,589**	**$0**	**$22,589**			
	Total				**$217,716**	**$22,589**	**$240,304**		**$244,194**	**$484,498**	**$557,116**	**$797,420**			

D. ASSESSMENT RANGE FORMULA

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring the District to go through the requirements of Proposition 218 in order to get a small increase. This District provides for an annual adjustment to the Maximum Assessment Rate per EBU based on the Engineering News Record Common Labor Cost Index.

The Assessment Range Formula shall be applied to all future assessments within the District beginning in fiscal year 2006/2007. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners within the District) adjusted annually by the percentage increase in the Engineering News Record Common Labor Cost Index rate. Beginning in the second fiscal year (Fiscal Year 2006/2007) and each fiscal year thereafter, the Maximum Assessment would be recalculated and a new Maximum Assessment established within the District.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU less than or equal to this Maximum Assessment) is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may go up and down as compared to the previous year(s). The Maximum Assessment adjustment is designed to allow for the adjustment of the annual assessment for inflation in order to maintain the original purchasing power of the district budget. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to Proposition 218 balloting.

The increase in the Engineering News Record Common Labor Cost Index from January 2013 to January 2014 is 21.026%.

V. Assessment Roll

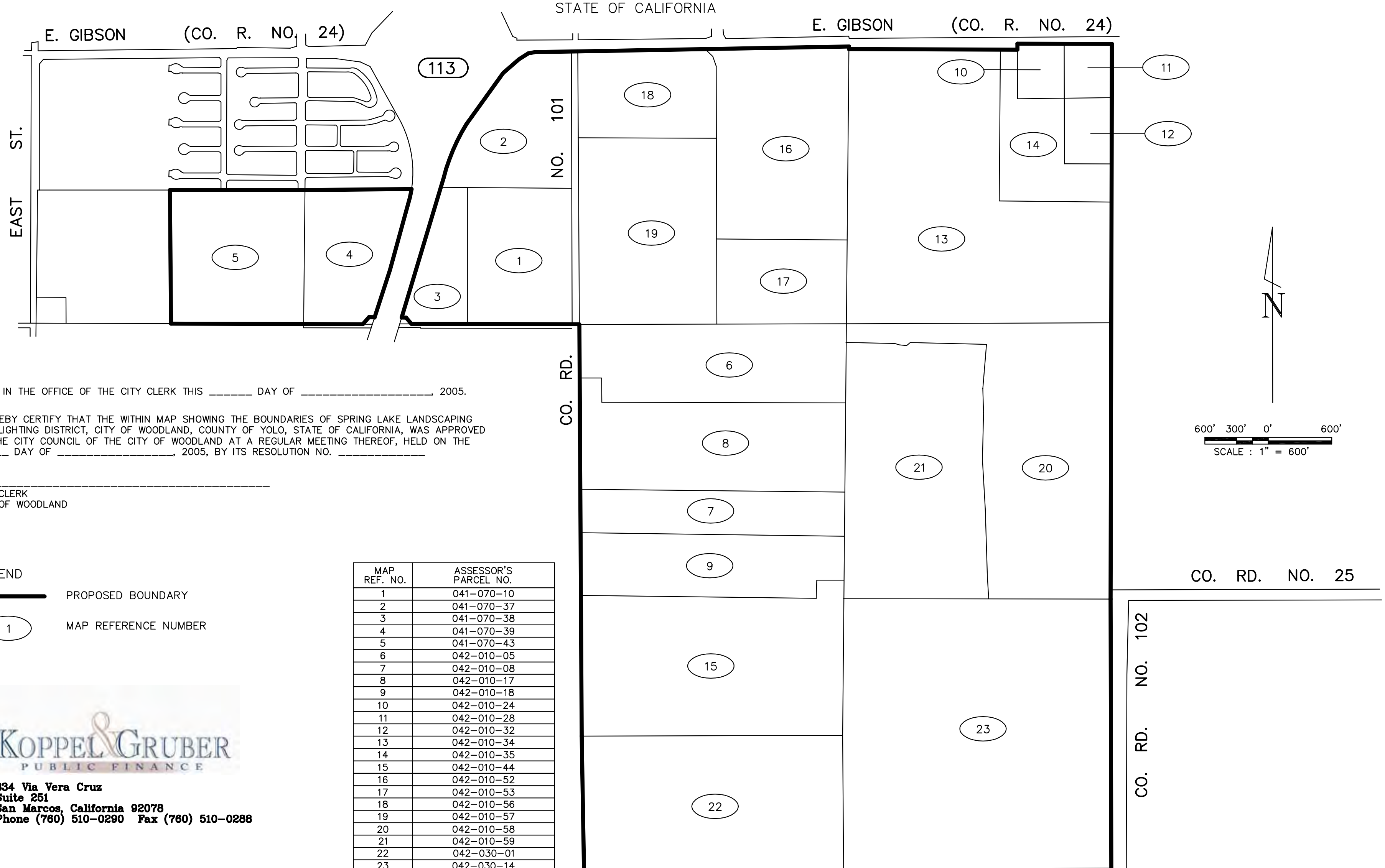
The assessment roll is a listing of the proposed Assessment for Fiscal Year 2014/2015 apportioned to each lot or parcel, as shown on the Yolo County last equalized roll of the assessor and reflective of the Assessor's Parcel Map(s) associated with the equalized roll. A listing of parcels proposed to be assessed within this District, along with the Maximum Assessment amounts, is on file with the City Clerk and incorporated into this report by reference.

VI. District Diagram

The parcels within the Spring Lake Landscaping and Lighting District consist of all lots, parcels and subdivisions of land located in Spring Lake Specific Plan Area. This includes assessor parcels shown on the current Yolo County Assessor's Parcel Map Book 041 page 07, 23, 24 and Book 042 pages 01, 03, 06 and 35-61. A boundary map of the area is attached.

PROPOSED BOUNDARY OF SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT

CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS ______ DAY OF ___________________, 2005.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES OF SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF ________________, 2005, BY ITS RESOLUTION NO. ____________

____
CITY CLERK
CITY OF WOODLAND

LEGEND

PROPOSED BOUNDARY

1 MAP REFERENCE NUMBER

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	041-070-10
2	041-070-37
3	041-070-38
4	041-070-39
5	041-070-43
6	042-010-05
7	042-010-08
8	042-010-17
9	042-010-18
10	042-010-24
11	042-010-28
12	042-010-32
13	042-010-34
14	042-010-35
15	042-010-44
16	042-010-52
17	042-010-53
18	042-010-56
19	042-010-57
20	042-010-58
21	042-010-59
22	042-030-01
23	042-030-14

KOPPEL & GRUBER
PUBLIC FINANCE

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Phone (760) 510-0290 Fax (760) 510-0288

(04-110) NOVEMBER 2004

CITY OF WOODLAND

SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT

Engineer's Report
Fiscal Year 2014/2015

Report Submitted by:

____

Scott Koppel
Koppel & Gruber Public Finance

____

Registered Engineer

Table 5
Detail Fiscal Year 2014/2015 Maintenance Costs

SEGMNT	AREA	ALLOCATION METHOD	APPR. LENGTH (lf)	APPR. WIDTH (sf)	PARKS (costs in 2006 dollars): LANDSCAPING ($0.18/sq.ft.)		GREENBELTS & PARKS ($15,000/ac.)		WALLS & FENCING ($1.10/ln. ft.)		CAPITAL	PUBLIC WORKS (costs is 2006 dollars): LANDSCAPING		TREES ($60/ea @ maturity)		LIGHTING ($153/each)		SIGNALIZED INTERSECTIONS ($11,498/each)		LINE ITEM TOTAL	PUBLIC AGENCY COST[1]	DEVELOPERS' COST[2]	NET DEVELOPER COST
					Level of effort (%)	Cost	Level of effort (%)	Cost	Level of effort (%)	Cost	Lump Sum	Level of effort (%)	Lump Sum	Level of effort (%)	Cost	Level of effort (%)	Cost	Level of effort (%)	Cost		Landscaping, Trees & Lights Area Cost	Landscaping, Trees & Lights Area Cost	
A1	Pioneer Avenue	PRODUCT TYPE - Dev/Undev (Base)	7825	Varies (41-53)		$23,488			0%	$0					$459		$7,211		$9,077	$40,235		$40,235	$40,235
A2	Pioneer Avenue *(Fronting High School Property)*	PRODUCT TYPE - Dev/Undev (Base) & Front Footag	1815	16		$9,699									$835		$889		$4,538	$15,962	$4,129.23	$7,294.15	$11,833
B	Parkway Drive	PRODUCT TYPE - Dev/Undev (Base)	5181	53		$48,571			0%	$0					$13,513		$4,742		$4,538	$71,364			$71,364
C1	Road 102	PRODUCT TYPE - Dev/Undev (Base)	5300	37		$33,835			0%	$0					$5,660		$4,149		$9,077	$52,721			$52,721
C2	Road 102 *(Fronting College Property)*	PRODUCT TYPE - Dev/Undev (Base) & Front Footag	1186	37		$8,182									$2,444		$1,383		$0	$12,008	$4,048.07	$7,960.31	$7,960
C3	Road 102 *(Fronting Yolo County Property)*	PRODUCT TYPE - Dev/Undev (Base) & Front Footag	1433	37		$9,886									$2,089		$1,383		$4,538	$17,896	$4,315.15	$9,042.16	$13,581
D1	East Gibson Road (Includes total 1/2 median sf = 25656	PRODUCT TYPE - Dev/Undev (Base)	1400	24.5											$585		$1,383		$0	$1,968			$1,968
D2	East Gibson Road *(Fronting High School)*	PRODUCT TYPE - Dev/Undev (Base) & Front Footag	1200	24.5		$7,698									$731		$1,976		$4,538	$14,943	$3,513.33	$6,891.72	$11,430
D3	East Gibson Road *(Fronting College)*	PRODUCT TYPE - Dev/Undev (Base) & Front Footag	1460	24.5		$9,366									$439		$1,383		$4,538	$15,726	$3,538.78	$7,649.16	$12,188
D4	East Gibson Road *(Fronting Yolo County Property)*	PRODUCT TYPE - Dev/Undev (Base) & Front Footag	1097	24.5		$7,038									$459		$1,679		$4,538	$13,715	$3,044.00	$6,132.41	$10,671
E	Road 25A	PRODUCT TYPE - Dev/Undev (Base)	5250	33					0%	$0					$0		$0		$0	$0			$0
F1	Farmer's Central Road	ZONING - Dev Only	6604	varies (13-37)		$20,558									$4,511		$4,445		$5,673	$35,188			$35,188
F2	Farmer's Central Road *(Fronting School "A")*	ZONING - Dev Only	696	8											$0		$0		$0	$0			$0
G	Mixed Use Channel*	PRODUCT TYPE - Dev/Undev (Drainage)	3560									24%	$11,385		$8,354		$0		$0	$19,740			$19,740
H	Road 24C	ZONING - Dev Only	2000			$5,693									$0		$0		$4,538	$10,231			$10,231
I1	Road 101	ZONING - Dev Only	5817	Varies (5-16)											$0		$0		$0	$0			$0
I2	Road 101 *(Fronting School "A")*	ZONING - Dev Only	647	8											$0		$0		$0	$0			$0
J1	Matmor Road (West Side Only)	ZONING - Dev Only	1280												$0		$0		$0	$0			$0
J2	Matmor Road *(Fronting Private School - East Side Only)*	ZONING - Dev Only	1280	8		$1,739									$0		$0		$0	$1,739			$1,739
K1	Collector One	ZONING - Dev Only	5200	varies		$7,577									$3,571		$3,359		$0	$14,507			$14,507
K2	Collector One *(Fronting School "B")* (680lf of Local)	ZONING - Dev Only	625	8		$911									$84		$889		$0	$1,883			$1,883
K3	Collector One *(Fronting School "C")* (630lf of Local)	ZONING - Dev Only	490	8											$627		$790		$0	$1,417			$1,417
L	Collector Two (Greenbelt Corrid	ZONING - Dev Only	3200												$585		$790		$0	$1,375			$1,375
M	Collector Four	ZONING - Dev Only	1300												$0		$0		$0	$0			$0
N	Collector "A" Street	ZONING - Dev Only	5200	varies		$16,895									$3,237		$3,853		$0	$23,985			$23,985
	Subdivision Trail Corridor	PRODUCT TYPE - Dev only (Parks)				$3,247														$3,247			$3,247
	Greenbelts	PRODUCT TYPE - Dev only (Parks)						$51,415												$51,415			$51,415
	Highway 113 Buffer	PRODUCT TYPE - Dev only (Base)							0%	$0		24%	$0							$0			$0
	Central Park	PRODUCT TYPE - Dev only (Parks)																		$0			$0
	Park "A" (Landscaping Strips Included in Road 101 & Loca	PRODUCT TYPE - Dev only (Parks)						$174,567												$174,567			$174,567
	Park "B" (Landscaping Strips Included in Coll. 1 & Loca	PRODUCT TYPE - Dev only (Parks)																		$0			$0
	Park "C" (Landscaping Strips Included in Coll. 1 & Loca	PRODUCT TYPE - Dev only (Parks)																		$0			$0
	Mini-Park	PRODUCT TYPE - Dev only (Parks)																		$0			$0
	Gateway Entries ($0.70/sq. ft.)	PRODUCT TYPE - Dev only (Base)																		$0			$0
O	Local Streets	ZONING - Dev Only				$602									$58,458		$58,085		$0	$117,145			$117,145
O	Local Streets *(Fronting School "B")*	ZONING - Dev Only	680	6											$0		$0		$0	$0			$0
O	Local Streets *(Fronting School "C")*	ZONING - Dev Only	630	6											$0		$0		$0	$0			$0
	Off-Site Inlet Channel (South Area)*	PRODUCT TYPE - Dev Only (Drainage)										24%	$4,620							$4,620			$4,620
	Off-Site Inlet Channel (North Area)*	PRODUCT TYPE - Dev Only (Drainage)							0%	$0		24%	$3,395							$3,395			$3,395
	Off-Site Interceptor/Conveyance Facility (East Area Agricultural Interceptor)*	ZONING - Dev Only							0%	$0		24%	$8,173							$8,173			$8,173
	Off-Site Interceptor/Conveyance Facility (West Area Agricultural Interceptor)*	ZONING - Dev Only										24%	$4,430							$4,430			$4,430
	Off-Site Outlet Channel*	PRODUCT TYPE - Dev Only (Drainage)							0%	$0		24%	$2,705							$2,705			$2,705
	Off-Site East Regional Pond (East Area)*	PRODUCT TYPE - Dev Only (Drainage)							0%	$0		24%	$2,108							$2,108			$2,108
	Off-Site East Regional Pond (West Area)*	PRODUCT TYPE - Dev Only (Drainage)							0%	$0		24%	$1,743							$1,743			$1,743
	Off-Site Regional Pond Park	PRODUCT TYPE - Dev Only (Drainage)							0%	$0					$0		$395			$395			$395
	On-Site Temporary Agricultural Interceptor*	ZONING - Dev Only										24%	$3,316							$3,316			$3,316
	Administration Costs	PRODUCT TYPE - Dev/Undev (Base)									$53,560									$53,560			$53,560
	TOTALS					$214,985	0%	$225,981	0%	$0	$53,560		$41,875		$106,640		$98,784		$55,595	$743,860	$22,589	$85,205	$774,832
						x		x															

TOTAL ADMIN COST =	$53,560		
TOTAL PARKS =	$440,966		
**TOTAL PUBLIC WORKS =	$302,894	$41,560	$344,454
SUBTOTAL -	$797,420	644,873.00	$152,547.08
TOTAL PUBLIC AGENCY =	-$22,589		
OVERALL TOTAL DEVELOPERS' COST	$743,860		

Segments refer to map (SLSP On-site Exibit)

*Cost estimated as a lump sum basis. 256,860

**Public Works phasing capital costs are shown in attached memo. 259,565

[1]Public Agency Formula = (12' of Landscaping*$.15)+(Tree Total/2)+(Lighting Total/2) -2,705

[2]Developers' Cost = Total Area Cost - Public Agency Cost

\\SERVER\ClientFiles\Woodland\Spring_Lake\Admin\2014\LLD\Cost Estimate\Rates - dual allocation 6 4 14 with Water Irrigation.xlsxcost template FY 1415

CITY OF WOODLAND
Spring Lake Subdivision Tract Information
For 2014/2015 Assessment Calculation

Subdivision Number	Developer	Project	Approval Date	No. of Units	R3 Units	R4 Units	R5 Units	R8 Units	R15 Units	R20 Units	R25 Units
					ZONING[1]						
For Fiscal Year 2006/2007[1]											
4711	Monley Cronin	Heritage Park 1A	May-05	41		41					
4650	Russell Ranch Dev. Inc.	Heritage Unit 1	May-05	51	51						
4736	Russell Ranch Dev. Inc.	Heritage Unit 2	Jul-05	16	16						
4752	KB Home	TOC Village 2	Sep-05	145			145				
4764	Russell Ranch Dev. Inc.	Heritage Unit 3/Heritage Village	Aug-05	10					10		
4765	Monley Cronin	Heritage Park 1B/Liberty Village	Jul-05	10					10		
For Fiscal Year 2007/2008											
4648	KB Home North Bay Inc.	TOC Village 1-B	Mar-06	112				112			
4649	KB Home North Bay, Inc.	TOC Village 1-A	Mar-06	87				87			
4670	Pioneer Investors LLC	Heidrick Ranch, Phase 1	Jun-06	59			59				
4753	KB Home North Bay, Inc.	Village 3	May-06	134			134				
4754	Centex Homes	Village 4	Mar-06	140			140				
4821	HTW West Ventures LLC	Turn of the Century Large Lot Subdivision	Jan-06 n/a[2]	156							156
For Fiscal Year 2007/2008											
4778	Centex Homes	Beeghly Ranch	Mar-07	216		81	135				
For Fiscal Year 2010/2011											
4675	Standard Pacific Corp	Parkside at Spring Lake	Feb-11	42			42				
4993	Standard Pacific Corp	Huntington Square (Parkside)	Jun-11	120			120				
For Fiscal Year 2012/2013											
5019	Lennar Homes of CA Inc	Units 4A & 4C Miekle Lots[3]	Feb-13	13		13					
For Fiscal Year 2013/2014											
5004	Taylor Morrison of CA LLC	Parkview	Jul-13	108				108			
5029	Lennar Homes of CA Inc	Heritage Units 4C & 7	Sep-13	65		65					
5030	Lennar Homes of CA Inc	Heritage Units 4C	Sep-13	20		20					
			TOTAL	**1,545**	**67**	**220**	**775**	**307**	**20**	**0**	**156**

1. Update Provided by Bruce Pollard, Senior Civil Engineer, City of Woodland on 6/6/14
2. Subdivided into 6 lettered lots with Developed Apartments on one of the lots
3. Includes 7 large lots that ultimatley subdivided into Subdivision 5029 and 5030. Also includes 1 large lot scheduled for a park site and commercial acreage.

\\SERVER\ClientFiles\Woodland\Spring_Lake\Admin\2014\LLD\[Subdivision Info.xlsx]Sheet1

Legislation Details (With Text)

File #:	14-236	Version: 1	Name:	
Type:	Consent Item(s)		Status:	Agenda Ready
File created:	6/18/2014		In control:	City Council
On agenda:	7/1/2014		Final action:	

Title: SUBJECT: Authorize Amendment to the Design Contract with Carollo Engineers, for the Aeration Retrofit Project (CIP #12-02), and Approve Award of the Construction Contract in the amount of $14,640,000 to Western Water Construction for the Aeration Retrofit Project (CIP #12-02).

Recommendation for Action: Staff recommends that the City Council approve the attached resolution:

1. Authorizing an amendment to the Design Contract (CM#00124) with Carollo Engineers, Inc., for the Aeration Project Retrofit Project (CIP #12-02) from $1,480,641 to $1,700,793,
2. Awarding the construction contract in the amount of $14,640,000 to Western Water Construction for the Aeration Retrofit Project (CIP #12-02), and approve a 10% contingency of $1,464,000,
3. Authorizing the City Manager to sign the California Environmental Protection Agency State Water Resources Control Board (SWRCB) Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110; and
4. Approving a technical correction to Resolution 6208 approved by Council on February 18, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: WOODLAND _ resolution approving_aeration Project Award_2
Carollo_Design_Third AMENDMENT
Draft_WOODLAND _ SWRCB Draft Installment Sale Agreement-c2-c1 (2)
Reso_6208_Pledging_AMENDED_Rev_for_Repay_Clean_Water

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Authorize Amendment to the Design Contract with Carollo Engineers, for the Aeration Retrofit Project (CIP #12-02), and Approve Award of the Construction Contract in the amount of $14,640,000 to Western Water Construction for the Aeration Retrofit Project (CIP #12-02).

Recommendation for Action: Staff recommends that the City Council approve the attached resolution:

1. Authorizing an amendment to the Design Contract (CM#00124) with Carollo Engineers, Inc., for the Aeration Project Retrofit Project (CIP #12-02) from $1,480,641 to $1,700,793,
2. Awarding the construction contract in the amount of $14,640,000 to Western Water Construction for the

Aeration Retrofit Project (CIP #12-02), and approve a 10% contingency of $1,464,000,
3. Authorizing the City Manager to sign the California Environmental Protection Agency State Water Resources Control Board (SWRCB) Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110; and
4. Approving a technical correction to Resolution 6208 approved by Council on February 18, 2014.

Staff Contact

Mark Cocke, Senior Civil Engineer, 530-661-5898, mark.cocke@cityofwoodland.org

Council Goal

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact

The increase in design cost increases the cost for Project Aeration Retrofit Project CIP #12-02 by $220,152. This increase in design services changes the percentage from 8.8% of the Engineers estimate for construction to 10.1% of the Engineers estimate for construction. Typical cost for design services of wastewater projects range from 10% to 15% of construction. The actual final design percentage of the bid price before this amendment was 5.2% and will be 6.3% for final design. This is less than the industry standard of 7%.

The Construction of the Aeration Retrofit Project is funded in the Capital Budget in the amount of $14,640,000 through the Sewer Enterprise fund. In addition, the Council is asked to approve a $1,464,000 (10%) contingency for construction.

Utilizing SRF funding to finance the WPCF improvements will allow the City of Woodland to fund these improvements consistent with the revenue capacity provided by the previously approved sewer rates. The entire project cost for Staff, Design, Construction Management, Construction, and Contingency is $19,150,000.

Background

The budget for design of the Aeration Retrofit Project was under estimated because the CM firm, Brown and Caldwell was asked to perform a value engineering eview of the Plans and Specifications. This resulted in more interaction in design and increased the amount of comments, meetings, and phasing discussions but resulted in a design that will meet the City of Woodland's wastewater needs for a significant period. The design team was also asked to conduct an analysis that considered phasing of the project based on the changes in water quality, treatment needs, loading increases related to both population and industry and future regulatory changes. The increase from the initial estimated construction project cost of $8M to the 60% design construction project cost of $16M was the result of information developed during peer review, and investigation of the existing facility needs for improved process controls. In order to reduce the financing cost for implementation of these Projects, the City of Woodland has applied for SRF financing for this project.

The project approved for bidding by Council on February 18, 2014 and was advertised for bids on March 3, 2014 and on May 20, 2014 the City received and opened the following 11 bids for the project:

	Contractor	Base Bid	Deductive Alt. 1	Base Bid - Deductive Alternative 1
1	Western Water Constructors, Inc.	$18,478,000	$3,838,000	$14,640,000
2	Syblon Reed	$18,286,203	$2,700,000	$15,586,203
3	C.W. Roen Construction Company	$18,697,000	$2,980,000	$15,717,000
4	Auburn Constructors	$18,859,300	$2,811,000	$16,408,300
5	Meyers & Sons Construction, LP	$18,696,703	$2,200,000	$16,486,703
6	Disney Construction, Inc	$19,261,703	$2,740,000	$16,521,703
7	RGW Construction, Inc.	$19,838,203	$3,000,000	$16,838,203
8	Monterey Mechanical Co.	$20,392,000	$3,000,000	$17,392,000
9	Preston Pipelines	$20,573,203	$2,500,000	$18,073,203
10	Steve P. Rados, Inc.	$20,689,603	$2,600,000	$18,089,603
11*	C. Overaa & Co.	$16,358,000	$2,588,000	$13,770,000

*C. Overaa & CO has requested and was granted Bid Relief due to Mistake in Bid per Section 5103 of the CA Public Contract Code

Project Costs

The May 20, 2014 low bid result for construction of the project was $ 14,640,000. The RAS Pump Station Upgrade cost was $3,338,000 and will be postponed until the City of Woodland population or industrial growth warrants its construction.

Project Delivery

The current Aeration Retrofit Project schedule contemplates:

- Bid Award, July 2, 2014
- Construction start, August 15, 2014
- SRF Master File Approval June 30, 2014
- SRF Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110 signature, July 31, 2014
- Aeration Retrofit Project construction August 15, 2014-July 2016.

Discussion

The original Carollo Design Contract was signed on March 20, 2012. The design costs were increased in order to conduct a value engineering review of the project prior to finalization and bidding. The value engineering study ensures the project is appropriately designed to meet the needs of the City and the plans / specifications are sufficiently detailed for minimal confusion during bidding and construction. This added investment in the design phase pays returns through lower bid prices, reduced costs for assistance during bidding, and reduce potential for change orders during construction. This simulates a design-build relationship that makes the design portion of the contract more expensive but greatly improved the final product by identifying problems early rather than during bidding and construction. Usually this type of an increase in design cost can result in a 5 to 10 times return in reduction in construction costs.

The approval of the increase in the Carollo Design Services Contract for the Aeration Retrofit Project will compensate them for the work they have done for the project. The Aeration Retrofit Project for the WPCF will meet City of Woodland existing treatment needs for solids loading, future growth in hydraulic loading, and maintain permitted plant capacity over time. While the aeration retrofit is expensive, it is the most cost effective way for the City of Woodland to maintain its permitted capacity of 10.4 mgd and meet future wastewater treatment demands. The City Council award of the construction contract is contingent on the SWRCB signing the Master File SRF agreement.

In developing the sewer rates adopted by the Woodland City Council in 2013, it was assumed that the majority of the CIP projects 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. With the availability of 30 year SRF financing, the eligible CIP projects, if financed through SRF, could reduce the annual cost to the ratepayers.

The Aeration Project Design planned the retrofit of 4 oxidation ditches, blower building, site piping and electrical work, SCADA modifications, and alkalinity feed system. The RAS pump station was included as a deduct alternate and would only be constructed with favorable project bids. The project team has explored several options to reduce project costs. Some of these cost reductions were included in the final design (elimination of the 4th oxidation ditch as a bid item was the most significant). The project team did look at other potential cost reductions that were not implemented because of the significant negative consequences (such as significantly increased future project costs associated with delaying the improvements). Designing the entire facility upgrade allows the City to bid these upgrades at a future date without incurring more design costs and also have an integrated plan for the future. Alternative bid items were included but not selected due to concerns about reliability and operational difficulties.

Project costs, including 10% construction contingency and soft costs, are in the range of $19,150,000. The estimated project costs fit within the sewer rate structure with SRF financing. The preparation of the Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110 package is currently underway and is anticipated to be submitted in July, 2014.

The SRF loan process requires that the City Council commit to authorization and payment of the SRF funding and administration needs through a Council action. This action was approved by Council on February 18, 2014 through Resolution 6208. The State Water Resources Control Board SRF (SWRCBSRF) staff requested a technical word change in Resolution 6208 on June 23 to finalize and approve the “Master File” for signature. The Master File is the document that SWRCBSRF uses to authorize the City of Woodland to begin to spend funds on construction. The loan documents (Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110) are what will be authorized for City Manager signature by this Council action.

Conclusion

Staff recommends that the City Council approved the attached resolution:

1. Authorizing an increase in the Design Contract (CM#00124) with Carollo Engineers, Inc., for the Aeration Project Retrofit Project (CIP #12-02) from $1,480,641 to $1,700,793.
2. Awarding the construction contract in the amount of $14,640,000 to Western Water Construction for the Aeration Retrofit Project (CIP #12-02), and approve a 10% contingency of $1,464,000; and
3. Authorizing the City Manager to sign the California Environmental Protection Agency State Water

Resources Control Board (SWRCB) Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110.

4. Approving a technical correction to Resolution 6208 approved by Council on February 18, 2014.

Prepared by: Mark Cocke, Senior Civil Engineer

Reviewed by: Tim Busch, Principal Utility Civil Engineer
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachments:

1. Resolution ___
2. Carollo Engineers, Inc. Contract Amendment #3
3. Draft California Environmental Protection Agency State Water Resources Control Board (SWRCB) Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110.
4. Amended Resolution 6208

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING ALL ACTIONS FOR THE AERATION RETROFIT PROJECT CIP # 12-02.

WHEREAS, the City of Woodland wishes to proceed with the Aeration Retrofit Project CIP # 12-02 the City of Woodland finds that the Design Contract with Carollo Engineers, Inc. needs to be increased by $210,152 for the design of the Aeration Retrofit Project CIP #12-02; and,

WHEREAS, the City of Woodland also wishes to award the Construction Contract to Western Water Constructors for construction of the Aeration Retrofit Project CIP #12-02 for the amount of $14,640,000; and,

WHEREAS, the California Environmental Protection Agency State Water Resources Control Board (SWRCB) requested a minor technical change in Resolution 6208 approved by City Council on February 18, 2014 and that change has been made, and

WHEREAS, the City of Woodland wishes to authorize the City Manager to sign the California Environmental Protection Agency State Water Resources Control Board (SWRCB) Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110, and

WHEREAS, the City of Woodland has approved the Mitigated Negative Declaration for this project on February 18, 2014; and the City Council wishes to approve the above actions and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby authorizes the City Manager to execute the amendment with Carollo Engineers, Inc. subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change, and

Section 2. The City Council further authorizes the City Manager to execute the Contract with Western Water Constructors subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Contract does not change and,

Section 3. The City Council further authorizes the change made in Resolution 6208 done at the Request of the California Environmental Protection Agency State Water Resources Control Board (SWRCB). The minor technical change has been reviewed and approved by the City Attorney.

Section 4. The City Council further authorizes the City Manager to execute the California Environmental Protection Agency State Water Resources Control Board (SWRCB) Installment Sale Agreement Publicly Owned Treatment Works (POTW) Construction Financing Water Pollution Control Facility Improvements Clean Water State Revolving Fund Project No. C-06-8002-110 subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 5. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this ________ day of ___________ 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

ARTICLE 1. PARTIES AND DATE

This Third Amendment to the Professional Services Agreement ("Third Amendment") dated as of the _____ day of July, 2014_ is entered into by and between the City of Woodland ("City") and Carollo Engineering, Inc. ("Consultant").

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated March 20, 2012 ("Agreement"), whereby Consultant agreed to **Provide design services for a wastewater treatment upgrade from extended air activated sludge process to a Modified Ludzack-Ettinger (MLE) treatment process for biological nutrient removal.**

2.2 City and Consultant now desire to amend the Agreement to increase the amount of compensation, revise the Scope of Services in accordance with the Consultant's proposal dated March 6, 2014 attached hereto. The total compensation for the Third Amendment shall not exceed two hundred twenty thousand one hundred and fifty two dollars ($220,152.00).

ARTICLE 3. TERMS

3.1 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

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

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

[SIGNATURES ON FOLLOWING PAGE]

City Of Woodland

By: ______________________________
Paul Navazio
City Manager

Carollo Engineers, Inc.

By: ______________________________
Steve Swanback, PE
Principal-in-Charge

ATTEST:

____
Ana B. Gonzalez, City Clerk

CONSULTANT PROPOSAL FOR ADDITIONAL WORK

Scope for Professional Design Services
WPCF Aeration System Retrofit

Amendment No. 3

City of Woodland
March 6, 2014

As noted in previous monthly progress reports, with the submittal of the 90 percent and final bid documents, the design team has expended more effort than was originally budgeted for the design. The primary reasons for this are summarized below.

1. To avoid the high costs (approximately $500,000) of bypass pumping during construction of the RAS pump station, the design now includes re-locating a small electrical building that provides power and control to several process areas. This effort was not originally anticipated and has resulted in additional design effort. In addition, the City desired to show this element as a deductive bid alternate, which further increased the level of effort for preparing the bid documents. Since the 90 percent submittal reflected using the RAS electrical building to provide power and control signals for some new equipment, electing to have the RAS be a deductive bid item required revising the design.
2. Since the 90 percent submittal was made in July 2013, there have been three (3) additional meetings to review project status, scope, and phasing alternatives.
3. A project phasing analysis was prepared for the City to verify the need and recommended timing for retrofitting the third oxidation ditch and the RAS pump station. The analysis was presented to the City and summarized in a technical memorandum.
4. While the original contract includes design effort to address comments the City would have on the 90 percent submittal, there was no allowance to address comments provided by the 3rd party constructability review team. The constructability team has generated 625 comments and the level of effort to review and address them was more than the budget was able to absorb. While the constructability review comments did require additional effort to address, it is anticipated they have improved the overall quality of the bid documents which usually translates to more consistent bids, and reduces the risk and associated cost for dealing with change orders during construction.

The scope of work for Amendment No. 3 is summarized below and the associated fee estimate is $220,152. A detailed breakdown of the fee estimated is provided as an attachment.

While the level of effort associated with this amendment is not insignificant, please note that the overall cost for design and engineering services during construction is within typical industry standards. If this requested amendment is authorized, Carollo's total fee will be approximately 10 percent of the estimated construction cost, with 7 percent being for design and 3 percent for engineering services during construction.

1. Final Design

A. Preparation of Contract Documents

Re-locating the RAS electrical building was incorporated into the contract bid documents for the 90 percent and final submittal. The effort associated with 12 additional drawing sheets were needed beyond what was originally budgeted to adequately show the RAS pump station improvements and relocation of the electrical building. Bid documents were also revised show the RAS pump station and related facilities as a deductive bid alternate and necessary modifications to the design, such as re-locating the alkalinity feed injection point and revising the electrical, instrumentation, and control design for equipment where power and control was planned to come from the RAS electrical building.

B. Preparation of Engineer's Opinion of Probable Cost

Incorporated relocation of the electrical building into construction cost estimate upon completion of the 90 percent, and final contract documents. Developed a deductive alternate construction cost estimate for the RAS pump station and related facilities.

C. Information Collection - Potholing, Surveying, and Geotechnical Investigation

There is no additional effort for this task.

D. Site Visits

There is no additional effort for this task.

E. Computational Fluid Dynamic Modeling

There is no additional effort for this task.

F. Project Management and Meetings/Workshops

Three (3) additional meetings were held with City staff and management to review the project bid documents and discuss alternatives for moving forward. Prepared agenda, minutes, handouts and presentations as needed for additional meetings.

G. Peer Review and Value Engineering (VE) Support

Reviewed and responded to approximately 625 comments from constructability review team. Comments that were accepted are incorporated into the final bid documents. A written response was provided to the City for documentation.

2. Bid Period Assistance

Bid period assistance for the new project elements includes:

A. Advertising and plan distribution

There is no additional effort for this task, except for reimbursable expenses for printing of additional plan and specification sheets.

B. Attend Pre-Bid Conference

There is no additional effort for this task.

C. Addenda Preparation

Providing responses to bidder inquiries as appropriate, and preparing and issuing addenda to plan holders for issues related to relocated electrical building.

D. Bid Opening/Bid Evaluation

There is no additional effort for this task.

3. Engineering Services During Construction

Engineering services during construction for the relocated RAS electrical building includes:

A. Submittal Review

Reviewing of up to four (4) additional shop drawings and submittals at an allowance of six (6) hours per submittal.

B. Requests for Information (RFIs)

Reviewing up to three (3) RFIs and responding to design-related requests for clarifications, information, and proposals at an allowance of four (4) hours per RFI.

C. Construction Change Requests (CCRs)/Design Clarifications (DCs)

Preparing two (2) design related CCRs/DCs at an allowance of four (4) hours per CCR/DC.

D. Specialty Field Inspections

There is no additional effort for this task.

E. Startup Assistance

Carollo will provide design assistance during the startup and testing operations for the equipment and PLC in the re-located electrical building. Assistance will include data review, process control recommendations in the event of programming issues, and general oversight of equipment startup.

F. Weekly Construction Meetings

There is no additional effort for this task.

G. Project Management and Meetings Project Management

There is no additional effort for this task.

4. Alkalinity Feed System

There is no additional effort for this task.

5. O&M Manual Inserts for New Facilities

There is no additional effort for this task.

6. Preparation of Record Drawings and Specifications

Based on record drawing markups received from the contractor or construction manager for the relocated electrical building, Carollo will incorporate into a set of record drawings and specifications of the constructed facilities. Two (2) hard copies and one (1) electronic copy of the record drawings and specifications will be provided to the City. Hard-copy drawings will be half-size (11"x17") sets.

7. RAS Pump Station and Mixer Evaluation and Hydraulic Testing

There is no additional effort for this task.

8. Phasing Analysis and Memorandum

Performed a project phasing analysis to verify the need and recommended timing for retrofitting the third oxidation ditch and the RAS pump station. The analysis considered the City's low and high growth scenarios and use the plant process model to confirm when these facilities are needed so that the City is not in a position where the WPCF is limiting planned growth. The analysis was presented to the City and summarized in a draft and final technical memorandum.

FEE ESTIMATE FOR PROFESSIONAL DESIGN SERVICES - AMENDMENT NO. 3
WPCF AERATION SYSTEM RETROFIT

CITY OF WOODLAND
April 8, 2014

		Carollo Labor								Other Direct Costs (ODC)							
										Subconsultants				Mileage		Total ODC	
Task	Task Description	PIC	PM	PE	Engineer	Drafting	WP	Total Hours	Labor Cost	Subtotal	Markup	PECE	Printing	Trips	Amount	Cost	Total Cost
1.0	**Final Design**	**26**	**120**	**220**	**363**	**225**	**90**	**1,044**	**$180,867**	**$0**	**$0**	**$10,336**	**$390**	**3**	**$212**	**$10,937**	**$191,804**
A	Preparation of Contract Documents																
	30% Submittal	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
	60% Submittal	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
	90% Submittal	7	29	72	126	90	36	360	$60,779	$0	$0	$3,564	$132	0	$0	$3,696	$64,475
	Final Submittal	11	43	108	189	135	54	540	$91,168	$0	$0	$5,346	$258	0	$0	$5,604	$96,772
B	Preparation of Engineer's Opinion of Probable Cost	0	0	0	8	0	0	8	$1,360	$0	$0	$79	$0	0	$0	$79	$1,439
C	Information Collection	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
D	Site Visits	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
E	Computational Fluid Dynamic Modeling	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
F	Project Management and Meetings/Workshops	8	40	0	0	0	0	48	$10,856	$0	$0	$475	$0	3	$212	$687	$11,543
G	Peer Review and Value Engineering Support	0	8	40	40	0	0	88	$16,704	$0	$0	$871	$0	0	$0	$871	$17,575
2.0	**Bid Period Assistance**	**0**	**0**	**4**	**0**	**2**	**2**	**8**	**$1,292**	**$0**	**$0**	**$79**	**$608**	**0**	**$0**	**$687**	**$1,979**
A	Advertising and Plan Distribution	0	0	0	0	0	0	0	$0	$0	$0	$0	$608	0	$0	$608	$608
B	Attend Pre-Bid Conference	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
C	Addenda Preparation	0	0	4	0	2	2	8	$1,292	$0	$0	$79	$0	0	$0	$79	$1,371
D	Bid Opening/Bid Evaluation	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
3.0	**Engineering Services During Construction**	**1**	**4**	**29**	**20**	**0**	**6**	**60**	**$10,951**	**$0**	**$0**	**$594**	**$0**	**0**	**$0**	**$594**	**$11,545**
A	Submittal Review	0	2	6	12	0	4	24	$4,137	$0	$0	$238	$0	0	$0	$238	$4,375
B	RFI's	0	1	4	5	0	2	12	$2,139	$0	$0	$119	$0	0	$0	$119	$2,258
C	CCR's/DC's	0	1	3	3	0	1	8	$1,426	$0	$0	$79	$0	0	$0	$79	$1,505
D	Specialty Field Inspections	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
E	Startup Assistance	0	0	16	0	0	0	16	$3,248	$0	$0	$158	$0	0	$0	$158	$3,406
F	Weekly Construction Meetings	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
G	Project Management and Meetings	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
4.0	**Alkalinity Feed System**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**0**	**$0**	**$0**	**$0**
5.0	**O&M Manual Inserts for New Facilities**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**0**	**$0**	**$0**	**$0**
A	Electronic Operations and Maintenance Manual (EOM)	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	0	$0	$0	$0
6.0	**Preparation of Record Drawings and Specifications**	**0**	**0**	**0**	**12**	**12**	**0**	**24**	**$3,804**	**$0**	**$0**	**$238**	**$47**	**0**	**$0**	**$285**	**$4,089**
A	Record Drawings	0	0	0	12	12	0	24	$3,804	$0	$0	$238	$47	0	$0	$285	$4,089
7.0	**RAS PS and Mixer Evaluation and Hydraulic Testing**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**0**	**$0**	**$0**	**$0**
8.0	**Phasing Analysis and Memorandum**	**4**	**40**	**0**	**0**	**0**	**4**	**48**	**$10,260**	**$0**	**$0**	**$475**	**$0**	**0**	**$0**	**$475**	**$10,735**
	Project Totals =	**31**	**164**	**253**	**395**	**239**	**102**	**1,184**	**$207,174**	**$0**	**$0**	**$11,722**	**$1,045**	**3**	**$212**	**$12,979**	**$220,152**

Legend:

PIC	Partner-in-Charge
PM	Project Manager
PE	Project Engineer
WP	Word Processor
PECE	Project Equipment Communication Expense

ODC Unit Costs:

PECE ($/hr):	$9.90
Mileage ($/mi):	$0.57
Miles per Roundtrip:	125

Clean Water
State Revolving Fund

CITY OF WOODLAND

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

Water Boards

INSTALLMENT SALE AGREEMENT

PUBLICLY OWNED TREATMENT WORKS (POTW) CONSTRUCTION FINANCING

WATER POLLUTION CONTROL FACILITY IMPROVEMENTS

CLEAN WATER STATE REVOLVING FUND PROJECT NO. C-06-8002-110

AGREEMENT NO. [ ]

AMOUNT: $23,732,647

START DATE: ___________________
END DATE: ______________

DATED AS OF [DATE]

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TABLE OF CONTENTS

This Installment Sale Agreement, including all exhibits and attachments hereto, (Agreement) is dated as of the date set forth on the first page of this Agreement, by and between the State Water Resources Control Board, an administrative and regulatory agency of the State of California (State Water Board), and the local government entity identified on the first page of this Agreement, duly organized and existing under the laws of the State of California (Recipient):

WITNESSETH:

WHEREAS the United States of America, pursuant to Title VI of the federal Water Pollution Control Act as such has been and may be amended from time to time (Clean Water Act), requires each State to establish a water pollution control revolving fund to be administered by an instrumentality of the State as a condition to receipt of capitalization grants under the Clean Water Act; and

WHEREAS the State of California (State) has established a Clean Water State Revolving Fund (CWSRF) pursuant to Chapter 6.5 of Division 7 of the California Water Code (State Act) to be used for purposes of the Clean Water Act; and

WHEREAS the State Water Board is the state agency authorized to administer the CWSRF and provide financial assistance from the CWSRF to recipients for the construction of eligible projects, as provided in the State Act; and

WHEREAS the State Water Board determines Project eligibility for financial assistance from the CWSRF, pursuant to the Clean Water Act and the State Act, determines a reasonable schedule for financing and construction of projects, ensures compliance with the Clean Water Act, and establishes the terms and conditions of an applicable financing agreement; and

WHEREAS the Recipient has applied to the State Water Board for financial assistance from the CWSRF, for the purpose of financing or refinancing the Project described below, and the State Water Board has reviewed and approved said application; and

WHEREAS the Recipient has or will incur costs incurred in connection with, the planning, design, acquisition, construction, and installation of the Project described in Exhibit A and Exhibit A-FBA hereto; and

WHEREAS on the basis of the Recipient's application and the representations and warranties set forth herein, the State Water Board proposes to assist in financing the costs of the Project and/or to refund outstanding bonds, notes, or other debt obligations of the Recipient, if any, issued to finance the Project, and the Recipient desires to participate as a recipient of financial assistance from the CWSRF and evidence its obligation to pay Installment Payments, which obligation will be secured by Net Revenues, as defined herein, upon the terms and conditions set forth in this Agreement, all pursuant to the Clean Water Act and the State Act;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement (including the Exhibits hereto) has the following meaning:

"Additional Payments" means the Additional Payments described in Section 3.2(c) of this Agreement.

"Agreement" means this Installment Sale Agreement, dated as of the date set forth on the first page hereof, by and between the State Water Board and the Recipient, including all exhibits and attachments hereto.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Authorized Representative" means the duly appointed representative of the Recipient. For all authorized representatives, a certified original of the authorizing resolution that designates the authorized representative, by title, must accompany the first disbursement request, and any other documents or requests required or allowed under this Agreement.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bonds" means any series of bonds issued by the Bank all or a portion of the proceeds of which may be applied to fund the Project in whole or in part or that are secured in whole or in part by Installment Payments paid hereunder.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete.

“CWSRF” means the Clean Water State Revolving Fund.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the CWSRF.

“Enterprise Fund” means the enterprise fund of the Recipient in which Revenues are deposited.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or equipment for construction of the Project.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Installment Payments" means Installment Payments due and payable by the Recipient to the State Water Board under this Agreement, the amounts of which are set forth as Exhibit C hereto.

“Listed Event” means, so long as the Recipient has outstanding any Material Obligation subject to Rule 15c2-12, any of the events required to be reported pursuant to Rule 15c2-12(b)(5).

“Material Event” means any of the following events: (a) revenue shortfalls; (b) unscheduled draws on the reserve fund or the Enterprise Fund; (c) substitution of insurers, or their failure to perform; (d) adverse water quality findings by the Regional Water Quality Control Board; or (e) litigation related to the Revenues or to the Project, whether pending or anticipated.

"Material Obligations" means all senior, parity, and subordinate obligations of the Recipient payable from Revenues as identified as of the date of this Agreement in Exhibit F and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Net Revenues" means, for any Fiscal Year, so long as there may be any pre-existing and outstanding Material Obligation other than the Obligation, the definition of the term as defined under such Material Obligation, and thereafter, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Installment Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description attached hereto as Exhibit A and Exhibit A-FBA and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means, so long as outstanding Material Obligations other than the Obligation are outstanding, the definition of such term as defined therein, and thereafter, the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with generally accepted accounting principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Policy" means the State Water Board's policy for implementing the CWSRF program, as amended from time to time.

“Project” means the Project financed by this Agreement as described in Exhibit A and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance from the CWSRF under the federal Clean Water Act, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under generally accepted accounting principles, plus capitalized interest.

“Project Funds” means funds disbursed by the State Water Board to the Recipient for purposes of this Agreement.

“Recipient” means the recipient of Project Funds, as identified on the front page of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with generally accepted accounting principles, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient’s behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

“Rule 15c2-12(b)(5)” means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"System" means for the purposes of a wastewater project, all wastewater collection, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed. For the purposes of a water recycling project, “System” means all wastewater, water recycling, and/or potable water collection, transport, treatment, storage, and/or disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

1.2 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents and warrants the following as of the date set forth on the first page hereof and continuing thereafter for the term of the Agreement.

2.1 General Recipient Commitments.

The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance.

2.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2.3 Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

2.4 Litigation.

There are no pending or, to Recipient’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the System and/or the Project other than as described in Exhibit H hereto.

2.5 Solvency.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.

2.6 Legal Status and Eligibility.

Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain compliance with provisions of state law that restrict state funding to non-compliant entities.

2.7 Financial Statements.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with generally accepted accounting principles or other accounting standards reasonably approved by the State Water Board. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

2.8 Completion of Project.

The Recipient agrees to expeditiously proceed with and complete construction of the Project in substantial accordance with Exhibit A and Exhibit A-FBA.

2.9 Project Completion Report.

The Recipient shall submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Quality Control Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must address the following:

(a) describe the Project,
(b) describe the water quality problem the Project sought to address,
(c) discuss the Project's likelihood of successfully addressing that water quality problem in the future, and
(d) summarize compliance with environmental conditions, if applicable.

Where the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

2.10 Award of Construction Contracts.

(a) The Recipient agrees to award the prime construction contract no later than the date specified in Exhibit A.

(b) The Recipient agrees to promptly notify the Division in writing both of the award of the prime construction contract for the Project and of Initiation of Construction of the Project. The Recipient agrees to make all reasonable efforts to complete construction in substantial conformance with the terms of the contract by the Completion of Construction date established in Exhibit A. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. The Recipient shall deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date. The Division will not unreasonably deny such a timely request, but the Division will deny requests received after this time.

2.11 Notice.

The Recipient agrees to notify the Division in writing within 5 days of the occurrence of the following:

(a) Principal and interest payment delinquencies on this CWSRF Obligation;

(b) Non payment related defaults, if material;

(c) Unscheduled draws on debt service reserves reflecting financial difficulties;

(d) Unscheduled draws on credit enhancements, if any, reflecting financial difficulties;

(e) Substitution of credit or liquidity providers, if any, or their failure to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;

(g) Rating changes on tax-exempt bonds, if any;

(h) Bankruptcy, insolvency, receivership or similar event of the Recipient;

(i) Actions taken in anticipation of filing Chapter 9, as required under state law;

(j) Any litigation pending or threatened against Recipient regarding its wastewater capacity or its continued existence, circulation of a petition to challenge rates, consideration of dissolution, or disincorporation, or any other material threat to the Recipient's Revenues;

(k) Other Material Events or Listed Events;

(l) Change of ownership of the Project or change of management or service contract for operation of the Project; or

(m) Negotiations regarding proposed parity obligations.

The Recipient agrees to notify the Division promptly of the following:

(a) Any substantial change in scope of the Project. The Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;

(b) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

(c) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more beyond the estimated date of Completion of Construction previously provided to the Division;

(d) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during construction of the Project, the Recipient agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;

(e) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;

(f) Any monitoring, demonstration, or other implementation activities such that the State Water Board and/or Regional Water Quality Control Board staff may observe and document such activities;

(g) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days' notice to both the Division and USEPA Region IX. The contact for USEPA Region IX is Josh Amaris at Amaris.josh@epa.gov (415) 972-3597; or

(h) Completion of Construction of the Project, and actual Project Completion.

2.12 Findings and Challenge

Upon consideration of a voter initiative to reduce Revenues, the Recipient shall make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy its Obligation under this Agreement and to operate and maintain the Project for its useful life. The Recipient agrees to make its findings available to the public and to request, if necessary, the authorization of the Recipient's decision-maker or decision-maker body to file litigation to challenge any such initiative that it finds will render it unable to satisfy either the Obligation or the covenant to operate and maintain, or both. The Recipient shall diligently pursue and bear any and all costs related to such challenge. The Recipient shall notify and regularly update the State Water Board regarding any such challenge.

2.13 Project Access.

The Recipient agrees to ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Obligation. The Recipient acknowledges that, except for a subset of archeological records, the Project records and locations are public records, including all of the submissions accompanying the application, all of the documents incorporated by Exhibit A, and all reports, disbursement requests, and supporting documentation submitted hereunder.

2.14 Project Completion; Initiation of Operations.

Upon Completion of Construction of the Project, the Recipient agrees to expeditiously initiate Project operations.

2.15 Continuous Use of Project; Lease or Disposal of Project.

The Recipient agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring acceleration of all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

2.16 Reports.

(a) Quarterly Reports. The Recipient agrees to expeditiously provide status reports no less frequently than quarterly, starting with the execution of this Agreement. At a minimum the reports will contain the following information:

- a summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- a description of compliance with environmental requirements;
- a listing of change orders including amount, description of work, and change in contract amount and schedule;
- any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

(b) As Needed Reports. The Recipient agrees to expeditiously provide, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the CWSRF Program or to fulfill any reporting requirements of the federal government.

2.17 Federal Disadvantaged Business Enterprise (DBE) Reporting.

The Recipient agrees to report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division semiannually within ten (10) calendar days following April 1 and October 1 until such time as the "Notice of Completion" is issued. The Recipient agrees to comply with 40 CFR § 33.301.

2.18 Records.

(a) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Recipient agrees to:

(1) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;

(2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;

(3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;

(4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;

(5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding.

(b) The Recipient shall be required to maintain separate books, records and other material relative to the Project. The Recipient shall also be required to retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this project for a minimum of thirty-six (36) years after Project Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the discharge of the Recipient's Obligation hereunder and shall survive the term of this Agreement.

2.19 Audit.

(a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.

(b) Audit disallowances will be returned to the State Water Board.

2.20 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following color logos (available from the Division) and the following disclosure statement:

Clean Water
State Revolving Fund

Water Boards

EPA
United States
Environmental Protection
Agency

"Funding for this project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (Gov. Code § 7550, 40 CFR § 31.20.)"

ARTICLE III FINANCING PROVISIONS

3.1 Purchase and Sale of Project.

The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement without further action on the part of the Recipient or the State Water Board.

3.2 Amounts Payable by the Recipient.

(a) Installment Payments. The Recipient's obligations under this Agreement shall be secured by and payable solely from Net Revenues. Repayment of the Project Funds, together with all interest accruing thereon, shall be repaid in annual installments commencing on the date that is one (1) year after Completion of Construction, and shall be fully amortized by the date specified in Exhibit B.

The Installment Payments are based on a standard fully amortized assistance amount with equal annual payments. The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, less the Installment Payment. Installment calculations will be made beginning one (1) year after Completion of Construction and shall be fully amortized not later than the date specified in Exhibit B. Exhibit C is a payment schedule based on the provisions of this article and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient.

The Recipient agrees to make each installment payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred to the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other costs incurred. Penalties assessed will not change the principal balance of the financing Agreement. Such penalties will be treated as a separate receivable in addition to the annual payment due. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

The Recipient as a whole is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient shall provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

Attached as Exhibit C is a Payment Schedule based on the provisions of this section and an estimated disbursement schedule. This schedule will be revised based on actual disbursements following Completion of Construction.

Each Installment Payment shall be paid by check and in lawful money of the United States of America.

The Recipient agrees that it shall not be entitled to interest earned on undisbursed project funds. Upon execution of this Agreement, the State Water Board shall encumber an amount equal to the Obligation. The Recipient hereby agrees to pay Installment Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor. Interest on any funds disbursed to the Recipient shall begin to accrue as of the date of each disbursement.

(b) Project Costs. The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) Additional Payments. In addition to the Installment Payments required to be made by the Recipient, the Recipient shall also pay to the State Water Board the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

Additional Payments may be billed to the Recipient by the State Water Board from time to time, together with a statement executed by a duly authorized representative of the State Water Board, stating that the amounts billed pursuant to this section have been incurred by the State Water Board or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Recipient within thirty (30) days after receipt of the bill by the Recipient.

(d) The Recipient may without penalty prepay all or any portion of the outstanding principal amount of the Obligation provided that the Recipient shall also pay at the time of such prepayment all accrued interest on the principal amount prepaid through the date of prepayment.

3.3 Obligation Absolute.

The obligation of the Recipient to make the Installment Payments and other payments required to be made by it under this Agreement, from Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Installment Payments and Additional Payments have been paid in full, the Recipient shall not discontinue or suspend any Installment Payments or other payments required to be made by it hereunder when due, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

3.4 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys in the CWSRF made available pursuant to this Agreement.

3.5 Disbursement of Project Funds; Availability of Funds.

(a) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

(1) Upon execution and delivery of this Agreement, the Recipient may request immediate disbursement of any eligible incurred planning and design allowance as specified in Exhibit B from the Project Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.

(2) The Recipient may request disbursement of eligible construction and equipment costs consistent with budget amounts referenced in Exhibit B. (Note that this Agreement will be amended to incorporate Final Budget Approval.)

(3) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due under Section 2.16 above.

(4) The Recipient agrees that it will not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request.

(5) Recipient shall spend Project Funds within 30 days of receipt. Any interest earned on Project Funds shall be reported to the State Water Board and may be required to be returned to the State Water Board or deducted from future disbursements.

(6) [reserved]

(7) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this contract are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

3.6 Withholding of Disbursements and Material Violations.

(a) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

(1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement;

(2) The Recipient fails to maintain reasonable progress toward completion of the Project; or

(3) The Recipient fails to comply with section 5103 of the Water Code, where applicable.

(b) For the purposes of this Agreement, the terms “material violation” or “threat of material violation” include, but are not limited to:

(1) Placement on the ballot of an initiative to reduce revenues securing this Agreement;

(2) Passage of such an initiative;

(3) Successful challenges by ratepayer(s) to the process used by Recipient to set, dedicate, or otherwise secure revenues used for securing this Agreement; or

(4) Any other action or lack of action that may be construed as a material violation or threat thereof.

3.7 Pledge; Rates, Fees and Charges; Additional Debt.

(a) Establishment of Enterprise Fund and Reserve Fund. In order to carry out its System Obligations, including the Obligation, the Recipient agrees and covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. This requirement applies to Recipients that are public agencies. To the extent required in Exhibit D of this Agreement, the Recipient agrees to establish and maintain a reserve fund.

(b) Pledge of Net Revenues, Enterprise Fund, and Reserve Fund. The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund specified in Exhibit D in priority as specified in Exhibit F. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund specified in Exhibit D to secure the Obligation, including payment of Installment Payments and Additional Payments hereunder. The Net Revenues in the Enterprise Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

(c) Application and Purpose of the Enterprise Fund. Subject to the provisions of any outstanding Material Obligations, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the Material Obligations. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient, including payment of subordinate debt. This requirement applies to Recipients that are public agencies.

(d) Rates, Fees and Charges. The Recipient agrees, to the extent permitted by law, to fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair and nondiscriminatory and which will be at least sufficient to yield during each Fiscal Year Net Revenues equal to the debt service on Material Obligations, including the Obligation, for such Fiscal Year, plus any coverage ratio specified in Exhibit D of this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees and charges will at all times be sufficient to meet the requirements of this section.

(e) Additional Debt Test. The Recipient’s future debt may not be senior to CWSRF debt. The Recipient’s future debt may be on parity with the CWSRF debt if the following conditions are met:

(1) The Recipient’s net revenues pledged to pay all senior debts relying on the pledged revenue source are at least 1.2 times the highest year’s debt service and net revenues pledged to pay all debts are at least 1.1 times the highest year’s debt service; and

(2) One of the following conditions is met:

(A) The Recipient’s proposed additional parity obligation is rated “A,” or higher, by at least two nationally recognized rating agencies; or

(B) The Recipient is a disadvantaged community and the Division determines that it would be economically burdensome for the agency to obtain nationally recognized ratings for its parity debt;

(C) The Recipient is a disadvantaged community and the Division determines that requiring the proposed additional obligations to be subordinate to the Recipient’s Obligations hereunder will unduly restrict the Recipients from obtaining future system debt necessary for water quality improvements; or

(D) The proposed additional obligation is CWSRF debt.

3.8 Financial Management System and Standards.

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient agrees to be bound by, and to comply with, the provisions and requirements of the federal Single Audit Act of 1984, Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto. (Pub. L. 98-502.)

3.9 Accounting and Auditing Standards.

The Recipient will maintain separate Project accounts in accordance with generally accepted accounting principles. The Recipient shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135, subd. (I).)

3.10 Federal or State Assistance.

If federal or state funding for Project Costs is made available to the Recipient from sources other than the CWSRF, the Recipient may retain such funding up to an amount which equals the Recipient's local share of Project Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Recipient's local share, not to exceed the total amount of the CWSRF financing assistance, shall be remitted to the State Water Board to be applied to Installment Payments due hereunder.

ARTICLE IV TAX COVENANTS

4.1 Purpose.

The purpose of this Article IV is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Article IV sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Project Funds will be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

4.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

4.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

4.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance costs it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project. Such costs have not previously been financed with the proceeds of any other issue of tax-exempt obligations.

4.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section 4.12 hereof, operates the Project.

4.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Project Funds on the costs of the Project. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of Project Funds to expenditures for the Project will proceed with due diligence.

4.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

4.8 Expenditure of Proceeds.

Project Funds shall be used exclusively for the following purposes: (i) architectural, engineering, surveying, soil testing, and similar costs paid with respect to the Project incurred prior to the commencement of construction and in an aggregate amount not exceeding twenty percent (20%) of the Project Funds, (ii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iii) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (iv) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Project Funds.

4.9 Private Use and Private Payments.

None of the Project Funds or the Project are, have been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). None of the principal of or interest with respect to the Installment Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local governmental unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

4.10 No Sale, Lease or Private Operation of the Project.

The Project will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. The Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered (to the extent of its reasonable control) with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

4.11 No Disproportionate or Unrelated Use.

None of the Project Funds or the Project are, have been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

4.12 Management and Service Contracts.

With respect to management and service contracts, the determination of whether a particular use constitutes Private Use shall be determined on the basis of applying Section 1.141-3(b)(4) of the Treasury Regulations, Revenue Procedure 97-13, and other applicable rules and regulations. As of the date hereof, none of the Project Funds or the Project are being used to provide property subject to contracts or other arrangements with persons or entities engaged in a trade or business (other than Governmental Units) that involve the management of property or the provision of services that do not comply with the standards of the Treasury Regulations and Revenue Procedure 97-13.

Except to the extent the Recipient has received an opinion of counsel expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel") and satisfactory to the State Water Board and the Bank to the contrary, the Recipient will not enter into any management or service contracts with any person or entity that is not a Governmental Unit for services to be provided with respect to the Project except with respect to contracts where the following requirements are complied with: (i) the compensation is reasonable for the services rendered; (ii) the compensation is not based, in whole or in part, on a share of net profits from the operation of the Project; (iii) not more than twenty percent (20%) of the voting power of the Recipient in the aggregate may be vested in the service provider and its directors, officers, shareholders, and employees and vice versa; (iv) any overlapping board members between the Recipient and the service provider must not include the chief executive officer or executive director of either, or their respective governing bodies; and (v):

(a) At least ninety-five percent (95%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee which is a stated dollar amount for services rendered for a specified period of time. The stated dollar amount may automatically increase according to a specified objective external standard that is not linked to the output or efficiency of a facility, *e.g.*, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective external standards. A fee shall not fail to qualify as a periodic fixed fee as a result of a one (1) time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is a single stated dollar amount. The term of the contract, including all renewal options, must not exceed the lesser of eighty percent (80%) of the reasonably expected useful life of the financed property and fifteen (15) years (twenty (20) years for "public utility property" within the meaning of Section 168(i)(10) of the Code);

(b) At least eighty percent (80%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee. The term of the contract, including all renewal options, must not exceed the lesser of eighty percent (80%) of the reasonably expected useful life of the financed property and ten (10) years. A one (1) time incentive award during the term of the contract similar to the award described in subsection (a) above is permitted under this option as well;

(c) At least fifty percent (50%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee or all of the compensation for services is based on a capitation fee or combination of a periodic fixed fee and a capitation fee. A capitation fee is a fixed periodic amount for each person for whom the service provider or the Recipient assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons vary substantially; *e.g.*, a fixed dollar amount payable per month to a service provider for each member of a plan for whom the provider agrees to provide all needed services for a specified period. A capitation fee may include a variable component of up to twenty percent (20%) of the total capitation fee designed to protect the service provider against risks such as catastrophic loss. The term of the contract, including all renewal options, must not exceed five (5) years. The contract must be terminable by the Recipient on reasonable notice without penalty or cause, at the end of the third year of the contract;

(d) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fee. A per-unit fee is defined to mean a fee based on a unit of service provided as specified in the contract or otherwise specifically determined by an independent third party, such as the administrator of the program or the Recipient; *e.g.*, a stated dollar amount for each specified procedure performed, car parked or passenger mile is a per-unit fee. The term of the contract, including all renewal options, must not exceed three (3) years. The contract must be terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the contract term; or

(e) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee. During the start up period, however, compensation may be based on a percentage of gross revenues, adjusted gross revenues, or expenses of a facility. The term of the contract, including renewal options, must not exceed two (2) years. The contract must be terminable by the Recipient on reasonable notice without penalty or cause, at the end of the first year. This type of contract is permissible only with respect to contracts under which the service provider primarily provides services to third parties, and management contracts involving a facility during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues and expenses (*e.g.*, a contract for general management services for the first year of the operations).

If the compensation terms of a management or service contract are materially revised, the requirements for compensation terms must be retested as of the date of the material revision and the management or service contract is treated as one that was newly entered into as of the date of the material revision.

A renewal option, for purposes of the foregoing, is defined to mean a provision under which the service provider has a legally enforceable right to renew the contract. Thus, for example, a provision under which a contract is automatically renewed for one (1) year periods absent cancellation by either party is not a renewal option, even if it is expected to be renewed.

> A cancellation penalty is defined to include a limitation on the Recipient's ability to compete with the service provider, a requirement that the Recipient purchase equipment, goods, or services from the service provider, and a requirement that the Recipient pay liquidated damages for cancellation of the contract; in comparison, a requirement effective on cancellation that the Recipient reimburse the service provider for ordinary and necessary expenses or a restriction against the Recipient hiring key personnel of the service provider is generally not a contract termination penalty. Another contract between the service provider and the Recipient, such as an Installment Sale Agreement or guarantee by the service provider, is treated as creating a contract termination penalty if that contract contains terms that are not customary or arm's length, or that could operate to prevent the Recipient from terminating the contract (*e.g.*, provisions under which the contract terminates if the management contract is terminated or that places substantial restrictions on the selection of a substitute service provider).

The service provider must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

4.13 No Disposition of Financed Property.

The Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

4.14 Useful Life of Project.

The economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth on Exhibit B hereto.

4.15 Installment Payments.

Installment Payments generally are expected to be derived from assessments, taxes, fees, charges or other current revenues of the Recipient in each year, and such current revenues are expected to equal or exceed the Installment Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Installment Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Installment Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Installment Payments will be depleted once a year except for a reasonable carryover amount not exceeding earnings on such fund or one-twelfth of the Installment Payments in either case for the immediately preceding year.

4.16 No Other Replacement Proceeds.

The Recipient will not use any of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

4.17 No Sinking or Pledged Fund.

Except as set forth in Section 4.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Installment Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Installment Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

4.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the “Reserve Amount”). The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

4.19 Reimbursement Resolution.

The “reimbursement resolution” adopted by the Recipient is incorporated herein by reference, pursuant to Exhibit A.

4.20 Reimbursement Expenditures.

A portion of the Project Funds will be applied to reimburse the Recipient for Project costs paid before the date hereof. No portion of Project Funds will be applied to reimburse the Recipient for a Project cost (i) paid prior to sixty (60) days prior to the adoption of a declaration of official intent to finance the Project, (ii) paid more than eighteen (18) months prior to the date hereof or with respect to a facility placed-in-service more than eighteen (18) months prior to the date hereof, whichever is later, and (iii) paid more than three (3) years prior to the date hereof, unless such cost is attributable to a “preliminary expenditure.” Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the costs of the Project financed with the Obligation.

4.21 Change in Use of the Project.

The Recipient reasonably expects to use all Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use all Project Funds and the Project solely as set forth in the Agreement.

4.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount or any yield reduction payments calculated by the State Water Board or the Bank.

4.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

4.24 No Notices or Inquiries From IRS.

Within the last 10 years, the Recipient has not received any notice of a final action of the Internal Revenue Service that determines that interest paid or payable on any debt obligation of the Recipient is or was includable in the gross income of an owner or beneficial owner thereof for federal income tax purposes under the Code.

4.25 Amendments.

The provisions in this Article may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

4.26 Application.

The provisions in this Article IV shall apply to a Recipient only if any portion of the Project Funds is derived from proceeds of Bonds.

4.27 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Article, the expectations of the Recipient as set forth in this Article are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Article IV.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Covenants.

(a) Tax Covenant. Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Article IV attached hereto if any portion of the Project Funds is derived from proceeds of Bonds.

(b) Disclosure of Financial Information, Operating Data, and Other Information. The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5). The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure reports and materials concerning the Recipient required by the terms of any financing other than this Agreement and to submit such reports to the State Water Board at the same time such reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

5.2 Assignability.

The Recipient agrees and consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Installment Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation). This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

5.3 State Reviews and Indemnification.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the discharge of the Recipient's Obligation hereunder.

5.4 Termination; Immediate Acceleration; Interest.

(a) This Agreement may be terminated by written notice during construction of the Project, or thereafter at any time prior to complete satisfaction of the Obligation by the Recipient, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.

(b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Installment Payments due hereunder, including accrued interest, and all penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full satisfaction of the Obligation by the Recipient.

(c) Where the Recipient is a private entity that has been determined to have violated an applicable prohibition in the Prohibition Statement below or has an employee who is determined by USEPA to have violated an applicable prohibition in the Prohibition Statement below that is either associated with performance under this aware or imputed to the Recipient using the standards and due process for imputing the conduct of an individual to an organization pursuant to 2 CFR Part 180, the Recipient acknowledges and agrees that this Obligation may become immediately due and payable and that penalties up to $175 million may be due by the Recipient to the State Water Board, in addition to any other criminal or civil penalties that may become due. The Recipient, its employees, its contractors, and any subrecipients or subcontractors may not engage in trafficking in persons, procure a commercial sex act, or use forced labor.

5.5 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

5.6 Prevailing Wages.

The Recipient agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

5.7 Timeliness.

Time is of the essence in this Agreement.

5.8 Governing Law.

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

5.9 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

5.10 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $20,000.00.

5.11 Compliance with Law, Regulations, etc.

(a) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

(1) Comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement;

(2) Comply with the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," dated May 7, 2013;

(3) Comply with and require its contractors and subcontractors on the Project to comply with federal DBE requirements; and

(4) Comply with and require its contractors and subcontractors to comply with the list of federal laws attached as Exhibit E.

5.12 Conflict of Interest.

The Recipient certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

5.13 Damages for Breach Affecting Tax Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax exempt status for any bonds of the State or any subdivision or agency thereof, including Bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

5.14 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

5.15 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

5.16 Non-Discrimination Clause.

(a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

(b) The Recipient, its contractors, and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

5.17 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

5.18 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. If such net proceeds are insufficient to enable the Recipient to pay all remaining unpaid principal portions of the Installment Payments, the Recipient shall provide additional funds to restore or replace the damaged portions of the System.

5.19 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

5.20 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

5.21 Related Litigation.

Under no circumstances may a Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

5.22 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. (40 CFR 31.34, 31.36)

5.23 State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

5.24 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

5.25 Useful Life.

The economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth in Exhibit B hereto.

5.26 Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

5.27 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF WOODLAND:

By:_______________________________________
Name: Paul Navazio
Title: City Manager

Date:_____________________________________

STATE WATER RESOURCES CONTROL BOARD:

By:_______________________________________
Name:
Title: Deputy Director
Division of Financial Assistance

Date:_____________________________________

EXHIBIT A – SCOPE OF WORK & INCORPORATED DOCUMENTS

1. The Recipient agrees to start construction no later than the estimated date of __________.

2. The Completion of Construction date is hereby established as ___________.

3. The Recipient agrees to ensure that its final Request for Disbursement is received by the Division no later than six months after Completion of Construction, unless prior approval has been granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.

4. Incorporated by reference into this Agreement are the following documents:

   (a) the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient (Agreement will be amended to incorporate such document);

   (b) the Waste Discharge Requirement Order No. _________ (and/or National Pollutant Discharge Elimination System Permit No. _________);

   (c) the Recipient's Authorized Representative Resolution No. 6206 dated February 18, 2014;

   (d) the Recipient's Pledged Revenues and Funds Resolution No. 6208 dated February 18, 2014; and

   (e) the Recipient's Reimbursement Resolution No. 6207 dated February 18, 2014.

5. Scope of Work. [insert paragraphs]

EXHIBIT B – PROJECT FINANCING AMOUNT

1. Estimated Reasonable Cost. The estimated reasonable cost of the total Project, including associated planning and design costs, is Written Dollar Amount dollars and no cents ($Dollar Amount).

2. Project Funding. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds in the amount of up to Written Dollar Amount dollars and no cents ($Dollar Amount).

3. Payment, Interest Rate, and Charges. The Recipient agrees to make all Installment Payments according to the schedule in Exhibit C at an interest rate of Written Interest Rate % (X%) per annum. The Recipient agrees to pay an Administrative Service Charge of Written Admin Charge Rate % (X%) per annum. The Recipient agrees to pay a Small Community Grant Fund Charge at Written SCG Charge % (X%) per annum.

4. [If Local Match, include the following, otherwise use n/a.] The Recipient will establish a local State Match Account prior to the issuance of Project Funds. The Agency will deposit sufficient funds in the account to make payments to its contractor(s) in an amount equal to sixteen and six hundred sixty seven thousands percent (16.667%) and will include the required state match amount in all payments made to the contractor(s). The Agency agrees to furnish the SWRCB with copies of cancelled checks paid to its contractors at least each quarter documenting payment of the state match amount.

4. [n/a for regular financing with no forgiveness] Contingent Principal Forgiveness. Contingent on the Recipient's performance of its obligations under this Agreement, the State Water Board agrees to forgive Written Dollar Amount dollars and no cents ($Dollar Amount) of the principal due under this Agreement.

4. [if SRFSCG funds are being combined with other CWSRF monies] Small Community Grant. Contingent on the Recipient's performance of its obligations under this Agreement, the State Water Board agrees to make a grant of Written Dollar Amount dollars and no cents ($Dollar Amount) from the fund established in section 13477.6 of the Water Code. Upon Completion of Construction, the State Water Board will prepare an alternate payment schedule reflecting this grant.

5. The term of this agreement is from ____________ to ______________.

6. Budget costs are contained in the Project Cost Table, which is part of Exhibit A-FBA. (This Agreement will be amended to incorporate Exhibit A-FBA.)

7. Preliminary budget costs are as follows:

   Planning and design allowances: $

   Construction costs and disbursements are not available until after this Agreement has been amended to incorporate Exhibit A-FBA.

   Any construction expenses incurred by the Recipient prior to such amendment of this Agreement are at the Recipient's risk. Failure to begin construction according to the timelines set forth in Exhibit A will require the Recipient to repay to the State Water Board all disbursed Project Funds, including planning and design allowances.

EXHIBIT C – CWSRF PAYMENT SCHEDULE

See the attached preliminary CWSRF Payment Schedule dated Date. The final CWSRF Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

EXHIBIT D — SPECIAL CONDITIONS

[Recipient agrees to perform the following special conditions:]

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

The Recipient agrees to comply with the following conditions required by USEPA:

1. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

2. No Recipient or subrecipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board. (2011 Cap Grant)

3. Executive Compensation. Where the Recipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), the Recipient agrees to notify the State Water Board. The Recipient agrees to provide information regarding executive compensation to the State Water Board upon request, in order for the State Water Board to comply with USEPA requirements.

4. Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds in the amount of $101,065,000. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement and full payment will be due immediately, if a Recipient or subrecipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.

5. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

   The Recipient certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   (b) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Suspension and debarment information can be accessed at http://www.sam.gov. The Recipient represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. The Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

6. Anti-Lobbying Provisions (40 CFR Part 34) & Anti-Litigation Provisions (2 CFR 220, 225, or 230). The Recipient shall ensure that no funds under this Agreement are used to engage in lobbying of the federal government or in litigation against the United States unless authorized under existing law. The Recipient shall abide by 2 CFR 225 (OMB Circular A-87) (or, if not applicable, other parallel requirements), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. The Recipient agrees to comply with 40 CFR Part 24, New Restrictions on Lobbying. The Recipient agrees to submit certification and disclosure forms in accordance with these provisions. In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure. The Recipient shall abide by its respective 2 CFR 200, 225, or 230, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

7. Disadvantaged Business Enterprises. 40 CFR Part 33. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp . The Recipient shall comply with, and agrees to require its prime contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts.

8. The Recipient agrees to comply with the Davis-Bacon provisions attached as Exhibit G.

The Recipient agrees to comply with the following federal laws, as applicable to recipients of CWSRF funding:

Environmental Authorities

1. Archeological and Historical Preservation Act of 1974, Pub. L. 86-523, as amended, Pub. L. 93-291 16 USC § 469a-1.

2. Clean Air Act, Pub. L. 84-159, as amended.

3. Coastal Barrier Resources Act, Pub. L. 97-348, 96 Stat. 1653; 16 USC § 3501 et seq.

4. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 USC § 1451 et seq.

5. Endangered Species Act, Pub. L. 93-205, as amended; 16 USC § 1531 et seq..

6. Environmental Justice, Executive Order 12898.

7. Floodplain Management, Executive Order, 11988 as amended by Executive Order 12148.

8. Protection of Wetlands, Executive Order 11990, as amended by Executive Order No. 12608.

9. Farmland Protection Policy Act, Pub. L. 97-98; 7 USC § 4201 et seq.

10. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

11. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended, 80 Stat. 917 (1966) 16 USC § 470 et seq.

12. Safe Drinking Water Act, Pub. L. 93-523, as amended; 42 USC § 300f et seq.

13. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended, 82 Stat. 913; 16 USC § 1271 et seq.

14. Essential Fish Habitat Consultation. Pub. L. 94-265, as amended, 16 USC § 1801 et seq.

15. Recycled Materials. Executive Order 13101; Section 6002 Resource Conservation and Recovery Act – 42 USC § 6962.

Economic and Miscellaneous Authorities

1. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372/ 42 USC § 3331 et seq.

2. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368; 40 CFR Part 31.

3. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655

4.. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, EO 13202, as amended by EO 13208.

6. Hotel and Motel Fire Safety Act of 1990 (PL 101-391, as amended). All conference, meeting, convention, or training funded in whole or in part with federal funds shall comply with the

protection and control guidelines of this act. Recipients may search http://www.usfa.dhs.gov/applications/hotel/.

7. Records and financial reporting requirements. 40 CFR Part 31.

8. Copyright requirements. 40 CFR Part 31.

Social Policy Authorities

1. Age Discrimination Act of 1975, Pub. L. 94-135; 42 USC § 6102.

2. Race Discrimination. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.1; 42 USC § 2000d; 40 CFR Part 7.

3. Sex Discrimination. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act); 33 USC § 1251; 40 CFR Part 7.

4. Disability Discrimination. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250); 29 USC § 794; 40 CFR Part 7.

5. Equal Employment Opportunity, Executive Order 11246.

6. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

EXHIBIT F — SCHEDULE OF MATERIAL OBLIGATIONS

Note:
If one of the below debts is not applicable, insert “Not applicable” in the table.
Except for the following and the Obligation evidenced by this Agreement, the Recipient certifies that it has no outstanding Material Obligations and that it is in compliance with all applicable additional debt provisions of the following:

The following outstanding debt is senior to the Obligation:

Title	Interest Rate	Total Amount	Amount Remaining	End Date

The following outstanding debt is on parity with the Obligation:

Title	Interest Rate	Total Amount	Amount Remaining	End Date
2002 Lease Revenue Bonds				
Series 2005 Wastewater Revenue Bonds				
Series 2009 Wastewater Revenue Bonds				
Series 2014 Refunding Bonds				

The following outstanding debt is subordinate to the Obligation:

Title	Interest Rate	Total Amount	Amount Remaining	End Date

EXHIBIT G – DAVIS BACON REQUIREMENTS

(insert the following highlighted block if the Recipient is a Governmental Entity):

1. Contract and Subcontract provisions for Recipients

(a) The Recipient shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Recipients and subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The Recipient, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Recipient to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Recipient, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient for transmission to the State Water Board or EPA if requested by EPA , the State Water Board, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

EXHIBIT G – DAVIS BACON REQUIREMENTS

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

EXHIBIT G – DAVIS BACON REQUIREMENTS

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Recipient, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The Recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Section 1, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

EXHIBIT G – DAVIS BACON REQUIREMENTS

(3) Withholding for unpaid wages and liquidated damages. The Recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Section 1, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the United States Environmental Protection Agency, the Department of Labor, or the State Water Resources Control Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

3. Compliance Verification

(a) The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The Recipient must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . The Recipient shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

EXHIBIT G – DAVIS BACON REQUIREMENTS

(c) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The Recipient must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) The Recipient must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

(insert the following highlighted block if the Recipient is NOT a Governmental Entity):

Under these terms and conditions, the Recipient must submit its proposed DB wage determinations to the State Water Board for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Contract and Subcontract provisions.

(a) The Recipient shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

EXHIBIT G – DAVIS BACON REQUIREMENTS

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

The Recipient may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov. .

(ii)(A) The Recipient, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Recipient to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

EXHIBIT G – DAVIS BACON REQUIREMENTS

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Recipient shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State Water Board or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

EXHIBIT G – DAVIS BACON REQUIREMENTS

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training

Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and Iinterpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Recipient, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The Recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Section 1, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Section 1, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29

CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the the United States Environmental Protection Agency, the Department of Labor, or the State Water Resources Control Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

3. Compliance Verification

(a) The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The Recipient must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The Recipient shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the Recipient shall spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The Recipient must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

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(e) The Recipient must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

EXHIBIT H – MATERIAL LITIGATION, INVESTIGATIONS, AUDITS

[N/A?]

RESOLUTION NO. 6208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PLEDGING REVENUES FOR REPAYMENT OF CLEAN WATER STATE REVOLVING FUND OBLIGATIONS FOR WASTEWATER INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the State of California has established a State Revolving Fund (SRF) loan and grant program for providing financial assistance to cities for the planning, design, and construction of their wastewater infrastructure; and

WHEREAS, the City of Woodland ("Entity") desires to participate in the SRF loan and grant program to finance the costs of constructing certain public facilities and improvements relating to its wastewater system, including certain treatment facilities, pipelines and other infrastructure; and

WHEREAS, as a condition of receiving financial assistance through the SRF loan and grant program, Entity is required to enter into a financial assistance agreement, which sets forth certain repayment obligations.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland as follows:

SECTION 1. The City of Woodland (the "Entity") hereby pledges the Net Revenues of the Sewer Enterprise Fund and the Sewer Enterprise Fund to payment of any and all Clean Water Revolving Fund financing for the wastewater infrastructure improvements.

SECTION 2. The Entity commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the Entity has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board.

SECTION 3. So long as the financing agreement(s) are outstanding, the Entity's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary.

SECTION 4. So long as the financing agreement(s) are outstanding, the Entity commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s).

PASSED AND ADOPTED by the City Council this 18th day of February, 2014, by the following vote:

82093.00006\8573112.2

AYES: Council Members Denny, Hilliard, Marble, Stallard and Davies
NOES: None
ABSENT: None
ABSTAIN: None

Marlin H. Davies, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Woodland City Council held on February 18, 2014.

Ana Gonzalez, City Clerk

SEAL:

82093.00006\8573112.2

Legislation Details (With Text)

File #:	14-237	Version: 1	Name:	Second Reading - Wireless Communication Facilities Ordinance Amendment
Type:	Consent Item(s)		Status:	Agenda Ready
File created:	6/23/2014		In control:	City Council
On agenda:	7/1/2014		Final action:	

Title: SUBJECT: Second Reading - Wireless Communication Facilities Ordinance Amendment

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1562 amending the City's Zoning Ordinance pertaining to the placement of Wireless Communication Facilities on property that is owned, leased or otherwise controlled by the City. The ordinance amendment includes updates to ensure that the City complies with federal requirements regarding processing co-location of multiple telecommunications equipment of a single tower.

Sponsors:

Indexes:

Code sections:

Attachments: Attachment 1 and Exhibit A - Amended Wireless Communication Facilities Ordinance

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Second Reading - Wireless Communication Facilities Ordinance Amendment

Recommendation for Action : Staff recommends that the City Council adopt Ordinance No. 1562 amending the City's Zoning Ordinance pertaining to the placement of Wireless Communication Facilities on property that is owned, leased or otherwise controlled by the City. The ordinance amendment includes updates to ensure that the City complies with federal requirements regarding processing co-location of multiple telecommunications equipment of a single tower.

Staff Contact

Erika Bumgardner, Associate Planner - (530) 661-5886, erika.bumgardner@cityofwoodland.org

Fiscal Impact

The City will incur a minor cost estimated at less than $400 to publish a copy of Ordinance No. 1562 after City Council adoption. If approved, the zoning amendment will allow for the location and operation of telecommunications facilities on City owned property including park sites. Through negotiated license agreements with wireless service carriers, the City will receive lease compensation for facilities installed and operating on city property; lease revenue will contribute to the General Fund.

Background

The City was approached by Verizon Wireless with interest in locating a cell tower at the City's Sports Park at 2001 East Street. The City's Wireless Communication Facilities Ordinance currently prohibits the placement of cell towers on City park property. To consider Verizon's request, the City's ordinance must first be amended. The proposed amendments are being recommended to allow the City to consider this and other future requests for installation of such facilities on city owned park land.

Furthermore, in 2012, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012. Despite this name, Section 6409(a) of the act (47 USC 1455) restricts local agencies' ability to review certain co-locations. In relevant part, it provides, "[n]otwithstanding . . . any other provision of law, a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." An "eligible facilities request" is any request for modification of a wireless tower or base station that involves collocation, removal, or replacement of transmission equipment. Section 6409(a) does not define what qualifies as "substantially change." The proposed ordinance amendment attempts to clarify "substantial change." Importantly, it does not adopt the overly broad definition of this term set forth by the FCC in its non-binding guidance released in 2013.

Discussion

Ordinance Amendment - Wireless Facilities on City Owned Property

Telecommunications facilities are public utilities, which provide communications systems to meet the needs of residents and businesses in Woodland. The City's General Plan encourages the use of emerging technologies including wireless communications to improve and enhance Woodland's multimedia communications infrastructure, while minimizing negative effects on surrounding development.

The City's Wireless Ordinance currently prohibits telecommunications facilities on parks and recreational lands. The proposed ordinance amendment modifies this regulation to allow for the consideration of wireless/cellulartowers located on property owned, leased, or otherwise controlled by the City, including parks, through a Conditional Use Permit review process and approval. Smaller scaled facilities, including small antenna additions (less than 24 inches in length) to existing light poles or signals would generally require Community Development Director review and approval.

New telecommunications facilities or towers proposed to be located on parks or recreational lands or on other property owned or controlled by the City shall remain subject to the physical standards as outlined in the ordinance including (not limited to): the use of "stealth" design techniques to camouflage the tower to the maximum extent feasible; landscape, fence and/or wall screening requirements of any ground mounted equipment; and all applicable height, setback, parking and access requirements.

Staff finds that larger scaled City parks tend to serve as appropriate locations for cell towers/monopole facilities as they typically have in-place other amenities such as sports field lighting, which are similar in size and scale. Monopoles can often replace existing light poles (relocating lighting systems on the new tower facility), resulting in minimal additional visual impact to surrounding properties and development.

The proposed ordinance amendment allowing wireless facilities on park sites, and the clarification of review and permitting procedures for facilities within City right-of-way (ROW), furthers the goals and policies set forth in the General Plan including the facilitation and support of infrastructure development necessary for all residents to use and benefit from current and emerging communication technologies.

Ordinance Amendment - Federal Requirements

In addition to allowing wireless facilities on all City owned property including park sites, the ordinance amendment includes updates to ensure that the City complies with recent federal requirements regarding processing co-location of multiple telecommunications equipment on a single tower located on private property. Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (47 USC 1455) restricts local agencies' ability when acting as a land use regulator to review certain co-locations. In relevant part, it provides, "[n]otwithstanding . . . any other provision of law, a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station."

An "eligible facilities request" is any request for modification of a wireless tower or base station that involves collocation, removal, or replacement of transmission equipment. However, Section 6409(a) does not define what qualifies as a "substantial change." The proposed ordinance was drafted to ensure compliance with Section 6409(a) and attempts to define "substantial change" by:

1) Adding to the list of Exempt Facilities (Ordinance Section 25-21-80(b)(2)(H) Work Subject to PL 112-96, §6409), the modification of an existing wireless tower or base station for the co-location of new transmission equipment or removal or replacement of existing transmission equipment, provided that such modification does not "substantially change" the physical dimensions of such tower or base station from the dimensions approved as part of the existing use permit for such tower or base station;

2) Defining "substantial change" as viewed against the initial approval for the tower or base station (Ordinance Section 25-21-80(b)(2)(H)(ii) Work Subject to PL 112-96, §6409);

3) Clarifying the permitting requirements for co-location requests not exempt under the parameters of PL 112-96, §6409, which shall generally require Director Review subject to specific development requirements and design standards (Ordinance Section 25-21-80(b)(3)(A));

In addition to the above modifications, the ordinance is reorganized in a more user-friendly manner to streamline the review of proposed telecommunications facilities requests, including:

1) Establishing detailed application submittal requirements and clear guidelines regarding processing of new telecommunication facility requests/applications (Section 25-21-80(c) Applications for Telecommunications Facilities, Form and Content);

2) Providing specific Findings for Approval of telecommunications facility applications (Section 25-21-80(5)); and

3) Providing additional development requirements and location and design standards for non-exempt facilities to clarify review standards and city expectations for new or modified facilities.

Commission/Committee Recommendation

The Planning Commission at its meeting on May 15, 2014, recommended approval on a 7-0 vote of the proposed changes to Section 25-18-80 of the Woodland Municipal Code pertaining to Wireless Communication Facilities. The Planning Commission did not receive any public comments prior to or during the public hearing held at its May 15, 2014 meeting.

At its June 17, 2014 meeting, the City Council conducted the public hearing, waived the first reading of the ordinance and scheduled the second reading and adoption of the ordinance for the July 1, 2014 City Council meeting.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1562 amending the City's Zoning Ordinance pertaining to placement of Wireless Communication Facilities on property that is owned, leased or otherwise controlled by the City. The ordinance amendment includes updates to ensure that the City complies with federal requirements regarding processing co-location of multiple telecommunications equipment of a single tower.

Prepared by: Erika Bumgardner, Associate Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachments: Ordinance No. 1562
Exhibit A - Amended Wireless Communication Facilities Ordinance

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 25-21-80 OF THE WOODLAND MUNICIPAL CODE RELATING TO TELECOMMUNICATIONS FACILITIES

WHEREAS, various federal and state laws partially restrict the City of Woodland's ability to regulate telecommunications facilities; and

WHEREAS, for example, recently adopted PL 112-96, § 6409 limits the City's ability to require a discretionary permit for some telecommunication facility co-locations; and

WHEREAS, despite these restrictions, the City has the ability to regulate all telecommunications facilities for reasons of health, safety and aesthetics; and

WHEREAS, the City desires to amend its telecommunications facility regulations to reflect PL 112-96 and to otherwise ensure its regulations comply with applicable federal and state law while preserving local control to the extent possible; and

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

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

Section 2. **Amendment.** Section 25-21-80 of the Woodland Municipal Code is hereby amended to read in full as set forth in the attached Exhibit "A," incorporated by this reference.

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

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.

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PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of __________________, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin “Skip” Davies, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara Ueda, City Attorney

EXHIBIT "A"

Section 25-21-80 Wireless Communication Facilities

(a) Definitions. For the purposes of this section, the following terms and phrases have the meaning ascribed to them in this subsection.

"Antenna" means any system of wires, poles, rods, discs or other similar devices used for the transmission or reception of radio frequency electromagnetic waves when such system is external or attached to the exterior of a structure.

"Base station" means the power supplies, electronic equipment housed in cabinets and antennas at an existing wireless tower site that together comprise a wireless tower.

"Co-location" means the practice of sharing support structures and buildings by wireless telecommunications providers (either public or private).

"Concealed from view" means a tower or support structure, ancillary facility, or equipment compound that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site. Concealed facilities may be attached or freestanding. A concealed attached facility may include, but is not limited to, the following: faux windows, dormers or other architectural features that blend with an existing or proposed building or facility. Freestanding concealed antenna support facilities may have a secondary, function which may be, but is not limited to, the following: church steeple, windmill, bell tower or support structure, clock tower or support structure, light standard, or flagpole.

"Development permit" means a permit issued pursuant to compliance with applicable federal and state law(s) and this code. The issuance of the permit consists of a ministerial decision. A ministerial decision involves only the use of fixed standards or objective measurements, where the public official cannot use personal subjective judgment in deciding whether or how the project should be carried out.

"Discretionary permit" means a permit that requires the approval of the zoning administrator, planning commission or city council prior to the issuance of a development permit. A discretionary permit includes public notification of the public hearing by the decision making body regarding the project, and often the approving or certifying of an environmental assessment for the project during the meeting.

"Flush mounted" means any antenna or wireless communication antenna array attached directly to the face of the support facility or building such that the antenna extends a minimal distance of eighteen (18) inches beyond the width of the support facility or building. Where a maximum flush-mounting distance is given, that distance shall be measured from the outside edge of the support facility or building to the inside edge of the antenna.

"Historic resource" is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources and/or including the local register of historical resources. A "potentially historic resource" is a resource associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; is associated with the lives of persons important in our past; embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or has yielded, or may be likely to yield, information important in prehistory or history. A site specific historic evaluation may be necessary to determine historic significance.

"Lattice tower" means a three or more legged structure designed and erected on the ground to support wireless telecommunication antennas and connecting appurtenances.

"Monopole" means a structure of single pole (non-lattice) design and erected on the ground to support wireless telecommunications antennas and connecting appurtenances.

"Stealthing" means improvements or treatments added to an improvement which mask or blend the proposed improvement into the existing structure or visual backdrop in such a manner as to render the improvement minimally visible to the casual observer.

"Wireless telecommunication~~s~~ facility" or "telecommunications facility" means any structure, antenna, pole, equipment and related improvements which support the wireless telecommunications industry in the transmission and/or reception of electromagnetic signals.

"Wireless tower" means any structure built for the sole or primary purpose of supporting antennas and their associated facilities used to provide services licensed by the FCC, including a lattice tower and monopole. A water tower, utility tower, street light, or other structure built primarily for a purpose other than supporting services licensed by the FCC, including any structure installed pursuant to California Public Utilities Code Section 7901, is not a wireless tower for purposes of this definition.

(b) Overview. The following outlines the development permitting process as it applies to facilities described herein. Wireless telecommunications facilities which are generally considered to have minimal impacts or which are exempt from local review by state or federal statutes have been classified as exempt under this section and are not regulated when in compliance with the development standards set forth herein. Other wireless telecommunications facilities which have the potential to create impacts have been categorized to allow for additional review. Unless listed below as exempt or prohibited, no wireless telecommunications facility shall be constructed without first undergoing the specific review process and obtaining the prescribed approval as set forth below.

(1) Prohibited Telecommunications Facilities. The following telecommunications facilities shall be prohibited:

(A) Public carrier telecommunications facilities located within designated habitat areas and habitat restoration areas. The city shall make available for public review a map identifying any such areas.

(B) More than one monopole or tower within one thousand feet of any other existing monopole or lattice tower(s), unless visual impacts are negligible and the applicant can demonstrate that the site is a technical necessity to meet demands of the geographic service area and the applicant's city-wide network.

(C) Telecommunications facilities where the combined electromagnetic frequency radiation (EMF) exceeds the state or federal standard.

(D) Telecommunication facilities within urban reserve areas or undesignated planning areas or within areas zoned or designated on the general plan land use map for residential uses or on sites containing existing or planned public or private school facilities; or within five hundred feet of areas so designated or zoned, except as follows:

(i) Areas zoned commercial, subject to conditional use permit review procedures and a determination that all aspects of the proposed facility, including support facilities, are completely concealed (i.e. completely incorporated into the site architecture or designed in a manner that is not identifiable as a wireless facility by the casual observer – this exception does not provide for monopines or similarly "stealthed" facilities) from view and remain at least one hundred feet from areas zoned or designated on the general plan land use map for residential uses or on sites containing existing or planned public or private school facilities.

(ii) Telecommunications facilities located on public or private school sites, supported and/or initiated by the applicable school district or governing entity, subject to the review procedures as set forth in subsection (b)(3) Director Review, or subsection (b)(5) Conditional Use Permit, are satisfied and provided the facilities meet the location and design standards set forth in this section, except historic properties and sensitive habitat areas.

(iii) Telecommunications facilities within the public right of way (PROW) or on city-owned property (including parks), provided the applicant procedures set forth in subsection (b)(3) Director Review, or subsection (b)(5) Conditional Use Permit, are satisfied and provided the facilities meet the location and design standards set forth in this section, except historic properties and sensitive habitat areas.

(2) Compliance Review. The following facilities are exempt from discretionary review under this section, subject to minor design review to ensure compliance with development requirements set forth below:

(A) Interior and exterior facilities accessory to the residential use of the site including television antennas, satellite dishes, and amateur radio facilities meeting all requirements set forth below:

(i) No more than one satellite dish exceeding thirty-six inches in diameter per parcel.

(ii) Satellite dishes shall not extend above the peak of the roof or parapet.

(iii) Antennas shall meet applicable height requirements.

(iv) Antennas and dishes shall meet applicable setback requirements.

(B) Flush-mounted panel antennas in industrial zones which meet the following standards:

(i) The lowest part of the panel shall be at least twenty feet above grade.

(ii) The panel and connections shall not project out more than eighteen (18) inches from the building surface it is mounted to.

(iii) Panels, connections, and supports shall be treated to match the color scheme of the building.

(iv) Panels and connections shall not project above the mounting facade.

(v) The structure is not a historic site or a potentially historic resource.

(vi) Ground-mounted support equipment cabinets or buildings shall be screened. The specific design is subject to city review based on a visual analysis of the particular site and may require fencing, walls, landscaping or both.

(vii) Exterior electrical lines serving the equipment cabinet or building shall be undergrounded.

(viii) The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(C) Telecommunications facilities, including support facilities, concealed from public view (i.e. not visible) or fully integrated into the site architecture of nonresidential structures to be constructed or renovated.

(i) The structure is not a historic site or a potentially historic resource.

(ii) The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(D) Public safety facilities including transmitters, repeaters and remote cameras. Public safety facilities are to be located, preferably, on existing public structures such as buildings, towers, bridges and light poles and shall be treated to match the supporting structure.

(E) Telecommunications facilities accessory to other public equipment for data acquisition such as irrigation controls, well monitoring, and traffic signal controls.

(F) Facilities erected and operated for emergency situations. Emergency facilities shall be removed at the conclusion of the emergency or shall be replaced by public safety facilities.

(G) Mobile facilities when placed on a site for less than twenty-four consecutive hours.

(H) Facilities specifically exempted under federal or state law including work subject to PL 112-96, § 6409, as follows:

(i) The modification of an existing wireless tower or base station for the co-location of new transmission equipment or removal or replacement of existing transmission equipment, provided that such modification does not substantially change the physical dimensions of such tower or base station from the dimensions approved as part of the existing use permit for such tower or base station.

(ii) For purposes of this subsection, "substantially change the physical dimensions" means any of the following, and refers to a single change, or a series of changes over time (whether made by the same or different entities) viewed against the initial approval for the tower or base station that cumulatively have any of the effects described below:

(a) Changing any physical dimension of the wireless tower or base station in a manner that creates a safety hazard, whether from wind loading, stress on the wireless tower, or in any other manner.

(b) Changing the physical dimension of a stealthed wireless tower, where the changes would be inconsistent with the design of the stealthed wireless tower, or make the wireless tower more visible.

(c) Changing the physical dimensions would require work that would intrude upon the public right-of-way, or any environmentally sensitive area.

(d) Increasing by more than 10% any of the following: the height or width in any direction of the wireless tower, or the area required for structures required to support the wireless tower, such as guy wires as approved and constructed through the discretionary permit process; provided that in no event shall the height exceed the maximum height permitted under the city's regulations.

(e) Increasing by more than 10% any of: the height or area encompassed within any structure or object enclosing the wireless tower, such as a fence or line of bushes.

(f) Increasing any of an existing antenna array's depth, circumference or horizontal radius from the wireless tower in any direction by more than 10%.

(g) Adding more than two antenna arrays to an existing wireless tower, or adding antenna arrays that, if the array were an existing array, would be of such depth, circumference or radius as to fall outside of paragraph (f), unless such arrays were approved under subsection (b)(3)(A) or (E).

(h) The mounting of the new or replacement transmission equipment would involve installing new equipment cabinet(s) not permitted under the initial approval and that will not fit within the existing enclosure for the wireless tower or base station or would require installation of a new cabinet or enclosure, excluding new equipment and cabinets that will be installed underground.

(iii) Additional application information. Any application for a wireless telecommunications facility under this subsection (b)(2)(H) shall include:

(a) A signed statement by a certified engineer, licensed and qualified in California, attesting that the work that will be performed will not trigger discretionary review under this subsection. Such statement shall be submitted in addition to all other application information required under this section.

(b) A detailed description of the proposed modifications to the existing facility.

(c) A photograph or description of the wireless tower or base station as originally constructed, if available, and, a photograph of the existing wireless tower or base station, and a graphic depiction of the wireless tower or base station after modification, showing all relevant dimensions.

(d) A description of all construction that will be performed in connection with the proposed modification

Nothing in this section prevents the city from imposing such other conditions on the grant of the permit consistent with obligations imposed with respect to the initial installation or with respect to facilities similar to those proposed by application. Any facility installed under this subsection shall require a development permit.

(3) Director Review. The following telecommunications facilities shall be subject to review by the Community Development Director, or designee, including Design and Site Plan Review, provided they meet the development requirements set forth below and meet the location and design standards set forth in subsection (c), Location and Design Standards for Non-Exempt Facilities. Facilities that fail to meet the development requirements as set forth below shall be elevated to the review procedures as set forth in subsection (b)(4), Zoning Administrator Review, or, at the discretion of the Director, may be elevated to the review procedures as set forth in subsection (b)(5), Conditional Use Permit.

(A) Modification of an existing wireless tower or base station for the co-location of new transmission equipment or removal or replacement of existing transmission equipment provided the following standards are complied with:

(i) The telecommunications facility has been constructed and is operating in accordance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(ii) The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(iii) The new array does not increase, by more than 15 percent any of the following: height or width in any direction of the wireless tower, or the area required for structures required to support the wireless tower, such as guy wires as approved and constructed through the discretionary permit process; provided that in no event shall the height exceed the maximum height permitted under the city's regulations.

(iv) The new array does not increase, by more than 15 percent any of the following: the height or area encompassed within any structure or object enclosing the wireless tower, such as a fence or line of bushes.

(v) The new array does not increase, by more than 15 percent, the existing antenna array's depth, circumference or horizontal radius from the wireless tower in any direction.

(vi) The panel array is the second or third grouping on the structure containing the existing telecommunications facility.

(vii) A microwave dish greater than thirty-six inches in diameter is not being proposed as part of the array.

(viii) The combined EMF for all arrays does not exceed applicable state or federal standards.

(ix) The new array will meet the conditions of any existing use permit.

(x) The new array does not require major modifications to the structure containing the existing telecommunications facility.

(xi) Ground-mounted equipment shall be screened from public view. The specific design is subject to city review based on a visual analysis of the particular site and may require fencing, landscaping or both.

(xii) The telecommunications facility is not subject to PL 112-96, § 6409.

(B) Any mobile antenna when placed on a site for more than twenty-four hours but less than thirty days, which meets the following standards:

(i) Antenna vehicle/trailer shall be located only on an improved surface.

(ii) Parking and access for support personnel shall be on an improved surface.

(iii) Day and night safety marking shall be provided.

(iv) The antenna vehicle/trailer and support parking shall not be located within a public right-of-way.

(C) Roof mounted facilities on nonresidential structures that are not entirely concealed from public view, which meet the following standards:

(i) The facility and related equipment shall be screened from view or architecturally integrated into the building design so that only support brackets and panels are visible from the opposite side of the right-of-way in front of the building.

(ii) Panels shall match the color scheme of the building facade.

(iii) Ground-mounted equipment cabinets/buildings shall be screened from public view. The specific design is subject to city review based on a visual analysis of the particular site and may require fencing, landscaping or both.

(iv) Shall not exceed the allowable height limit for the zone.

(v) The structure is not a designated historic site or a potentially historic resource.

(vi) The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(D) Flush-mounted antennas in commercial zones, which meet the following standards:

(i) Placement of the panel shall not interfere with or encroach upon vehicular or pedestrian accessways.

(ii) The panel and connections shall not project out more than eighteen inches from the building surface it is mounted to.

(iii) Panels, connections, and supports shall be treated to match the color scheme of the building.

(iv) The structure is not a designated historic site or a potentially historic resource.

(v) Ground-mounted support equipment cabinets or buildings shall be adequately screened. The specific design is subject to city review based on a visual analysis of the particular site and may require fencing, landscaping or both.

(vi) Exterior electrical lines serving the equipment cabinet or building shall be undergrounded.

(vii) Panels shall not protrude above the roofline.

(viii) The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(E) Antenna arrays mounted on existing billboards, water towers and other similarly scaled structures.

(i) Placement of the new array shall not exceed applicable height requirements.

(ii) The proposed array fits within the three dimensional envelope of the existing structure to with the array will be attached.

(iii) The new array does not require substantial modifications to the existing structure to which the array will be attached.

(iv) The original structure was erected and is operated in accordance with the conditions of the original use permit.

(v) The co-location request does not include microwave transmitters exceeding thirty-six inches in diameter.

(vi) The combined EMR for all arrays does not exceed state or federal standards.

(vii) May be subject to annual review as provided for herein.

(F) Telecommunications facilities, excluding towers, on publicly owned or publicly utilized lands (including City owned land such as parks, general facilities, and utility apparatus) or on existing utility, signal or lighting structures within the public right-of-way, easement, or city owned land which meet the following standards:

(i) Facilities shall meet the requirements of subsection (c), Location and Design Standards for Non-Exempt Facilities except as follows:

(a) Low power facilities to meet the needs of the immediate neighborhood may be proposed on existing light towers in public parks.

(ii) Antennas placed on signal or street light poles shall not exceed two feet in length or six inches in diameter.

(iii) Permits for telecommunication facilities proposed in the PROW shall be issued in a manner consistent with applicable law regarding the physical use and occupation of the PROW and only to applicants who have met all the conditions and requirements of this section and who establish a right to enter the PROW. The applicant must state the basis for its claimed right to enter the PROW, subject to independent confirmation by the city. If the applicant has a certificate of public convenience and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN. If the applicant is asserting a right to enter the PROW to close a significant gap in coverage, it shall provide evidence of the coverage gap and evidence that the site selected is the least intrusive means of closing that gap.

(iv) Antennas and all support equipment shall be treated to match the supporting structure.

(v) Telecommunication facility installations located above the surface grade in the PROW including, but not limited to, those on streetlights, traffic signal standards, or joint utility poles, shall consist of small equipment components that are compatible in scale and proportion to the structures they are mounted on and compatible with the neighborhood in which they are located. Antennas should generally be located on existing structures, such as street light poles or joint utility poles, and be visually compatible with the existing structure and surroundings. All equipment, including antennas, shall be the smallest and least visually intrusive equipment feasible. Equipment shall be painted or otherwise coated to be visually compatible with the support structure and shall be subject to the issuance of a license or other special form or written agreement with the city.

(vi) Proposals for telecommunication facilities shall not exceed forty feet in height. This standard may be modified upon finding that cumulative visual impacts are not significant and that the telecommunication facility is necessary to provide services not possible with location on an existing tower or structure in the service area. Independent review of the request, at the applicant's cost, may be required by the Community Development Director.

(vii) Accessory equipment, excluding required electrical meters, shall be placed in an underground vault or entirely within the proposed pole. However, applications proposing to place accessory equipment within the pole, instead of underground vaults, shall be subject to design review and approval. If it is determined that the proposed telecommunication facility with accessory equipment in the pole is not acceptable, accessory equipment shall be placed in an underground vault. Factors that may be consider in evaluating whether to permit placement of accessory equipment within the pole instead of in an underground vault are aesthetics, such as whether placing equipment in the pole would result in a larger, more visually obtrusive telecommunication facility, and public safety, such as whether the proposed facility would visually obstruct pedestrian, bicycle, or vehicular traffic. An applicant contesting undergrounding bears the burden of establishing that undergrounding is not feasible. If it is determined that undergrounding is not feasible, such accessory equipment shall comply with all applicable laws and regulations and shall be visually screened or camouflaged. All wall and landscaping materials shall be selected so that the resulting screening will be visually integrated with the architecture and landscape architecture of the surroundings.

(viii) Telecommunication facilities in the PROW or on city-owned property in or within five hundred feet of residential, school, or mixed use zones shall be subject to the review procedures as set forth in subsection (b)(5) Conditional Use Permit.

(ix) The city retains the right to deny an application for this type of telecommunication facility based on aesthetic or land use impacts.

(4) Zoning Administrator Review. The following telecommunications facilities shall be reviewed in accordance with Article 31, Zoning Administrator Approval, provided they meet the development requirements set forth below and meet the location and design standards set forth in subsection (c), Location and Design Standards for Non-Exempt Facilities. Facilities that fail to meet the development requirements as set forth below shall be elevated to the review procedures as set forth in subsection (b)(5), Conditional Use Permit.

(A) Replacement of previously approved towers not authorized under the provisions of the existing permit, provided that such modification does not substantially change (by more than 10 percent) the physical dimensions of such tower or base station from the dimensions approved as part of the existing use permit for such tower or base station consistent with subsection (b)(2)(H)(ii) definition of “substantial change” (unless otherwise exempt from discretionary review pursuant to subsection (b)(2)(H) Work subject to PL 112-96, § 6409).

(i) The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(B) Additions and/or expansions of legal nonconforming uses, including co-locations, which do not meet the criteria for exempt facilities under subsection (b)(2)(H) Work subject to PL 112-96, § 6409). At the discretion of the Zoning Administrator, such applications may be elevated to the Planning Commission for review and approval.

(i) The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(5) Conditional Use Permit. The following telecommunications facilities shall be reviewed in accordance with Article 27 Conditional Use Permit approval, provided they meet the development requirements set forth below and meet the location and design standards set forth in subsection (c), Location and Design Standards for Non-Exempt Facilities.

(A) Telecommunications facilities within historic districts, on sites or buildings designated historic or potentially historic resources.

(i) A site specific historic evaluation may be required by the City and shall be paid for by the applicant if the proposed project site or building is over fifty years old.

(ii) The facility must comply with the applicable development regulations of the land use zone and all other applicable regulations pertaining to the preservation of historical sites.

(iii) Construction of the facility must not result in a reduction in required parking provided on the site.

(iv) The facility must be concealed from public view or integrated into the site architecture so as not to be noticed or identified as a telecommunication facility by the casual observer.

(v) Must be reviewed by applicable historical preservation commission prior to final action by city.

(vi) Limited to building mounted facilities.

(B) Wireless telecommunications facilities on publicly owned lands not otherwise subject to local land use zoning, but lying within the local jurisdiction, when the wireless telecommunications facility is not solely maintained or operated for the primary public use of the site.

(C) Monopole facilities, single carrier wireless towers, and lattice tower in any non-residentially zoned area, subject to the following standards:

(i) Shall be subject to periodic review as identified herein.

(ii) Monopoles and lattice towers shall be located and designed to minimize visual impacts. Towers located in high visibility locations shall incorporate "stealth" design techniques to camouflage the tower to the maximum extent feasible as art/sculpture, clock tower, flag pole, tree or any other appropriate and compatible visual form.

(iii) Monopoles and lattice towers shall be located on the rear half of the parcel, unless aesthetic benefit is achieved through an alternative location, as determined by the planning commission.

(iv) New private monopoles and lattice towers shall not be located in any land developed or zoned for any residential and/or school zone/use, pursuant to subsection (b)(5) Prohibited Telecommunication Facilities.

(v) Monopoles and lattice towers shall generally not be permitted within one thousand feet of an existing tower or facility. This standard may be modified upon finding by the planning commission that cumulative visual impacts are not significant and that the tower is necessary to provide services not possible with co-location on an existing tower or structure in the service area. Independent review of the request, at the applicant's cost, may be required by the planning commission.

(vi) Monopoles and lattice towers shall be designed at the minimum functional height. Tower height shall generally not exceed the maximum height for buildings in the zoning district in which it is located by more than twelve feet. This standard may be modified upon a finding by the planning commission that cumulative visual impacts are not significant and that the height is necessary to provide services not possible with a tower meeting the height standard. Independent review of the request, at the applicant's cost, may be required by the community development director. If no maximum building height is established in this chapter, the height of the tower shall be reviewed for the visual impact on the surrounding land uses and the community.

(vii) As a condition of approval for all monopoles and lattice towers, the applicant shall provide the city with a written commitment that it will allow other service providers to co-locate antennas on towers where technically and economically feasible. Support structures and site area for telecommunication facilities shall be designed and of adequate size to allow at least one additional service provider to co-locate on the structure, including sufficient area available for ground mounted equipment.

(viii) Ground-mounted equipment shall be under ground or screened from public view, including, but not limited to decorative fencing and/or landscaping. If the planning commission determines that screening is not adequate, it may require that equipment be placed underground.

(ix) Parking and access shall be on an improved surface, subject to review and approval by the planning commission.

(x) The project site (the parcel on which the facility or lease area is located) is operating in compliance with all prior approvals including approved landscape plans, site plan and design review approvals, and/or conditions of existing use permit.

(D) Towers located on property owned, leased, or otherwise controlled by the City (or wireless facilities on publicly/city owned property or PROW within 500 feet of residential/school buffer) provided prior written acknowledgement and pre-authorization for such antenna or tower is approved by the City.

(i) Shall be subject to development requirements as set forth in subsection (b)(3)(F) – Facilities, excluding towers, on publicly owned or publicly utilized lands, and subject to subsection (b)(5)(C) – Monopole facilities, single carrier wireless towers, and lattice tower in any non-residentially zoned area.

(E) Other telecommunications facilities not listed as exempt, permitted, or prohibited shall comply with the following minimum physical standards and other requirements as deemed appropriate by the planning commission:

(i) Adequate access shall be provided.

(ii) Facility shall be concealed or stealthed to the satisfaction of the Planning Commission.

(iii) No reduction in parking below that required by the code.

(iv) Concurrent review and approval by the city and the county.

(c) Location and Design Standards for Non-Exempt Facilities.

(1) The following standards are applicable to all telecommunication facilities except exempt facilities identified in subsection (b)(2) Exempt Facilities.

(A) If technological improvements or developments occur that allow the use of materially smaller or less visually obtrusive equipment, the service provider may be required to replace or upgrade an approved telecommunication facility upon application for a new permit in order to minimize the facility's adverse impacts on land use compatibility and aesthetics. This provision would only apply to the specific site where the application for modification is requested.

(B) All telecommunication facilities shall be installed and maintained in compliance with the requirements of the California Building Standards Code, the Americans with Disabilities Act, as well as other restrictions specified in this article and other applicable provisions of the Code.

(C) Design Standards. All telecommunication facilities shall:

(i) Utilize state of the art stealth technology as appropriate to the site and type of facility. Specifically, all telecommunication facilities shall employ and maintain camouflage design techniques to minimize visual impacts and provide appropriate screening. Such techniques shall be employed to make the installation, operation and appearance of the facility as visually inconspicuous as possible and to hide the installation from predominant views from surrounding properties. Where no stealth technology is proposed for the site, a detailed analysis as to why stealth technology is physically and technically infeasible for the project shall be submitted with the application.

(ii) Antennae and support structures, where utilized, must be monopole type. Monopole support structures shall not exceed four feet in diameter unless technical evidence is provided showing that a larger diameter is necessary to attain the proposed tower height and that the proposed tower height is necessary.

(iii) In the case of existing structures, telecommunication facilities shall be located in a manner so as to minimize visual impacts from surrounding properties and public rights-of-way.

(iv) All flush mounted antenna(s) and support structures shall be painted to be architecturally compatible with the building on which it is located or painted to minimize the visual impacts where the structures extend above the roof line and minimize visual impacts from surrounding properties. The specific color is subject to city review based on a visual analysis of the particular site.

(v) Accessory equipment must be designed and screened from public view. The specific design is subject to city review based on a visual analysis of the particular site and may include decorative fencing and/or landscaping. If landscaping is required, landscape plans shall be prepared by a licensed landscape architect.

(vi) Support structures and site area for telecommunication facilities shall be designed and of adequate size to allow at least one additional service provider to co-locate on the structure, including sufficient area available for ground mounted equipment, subject to the specific design standards and aesthetic considerations of the specific telecommunication facility location and conditional use permit requirements in subsection (b)(5).

(vii) All proposed fencing shall be decorative and compatible with the adjacent buildings and properties within the surrounding area and shall be designed to limit and/or allow for removal of graffiti.

(viii) Placement of ground mounted equipment shall not substantially hinder the future development potential of any property.

(D) Height. All telecommunication facilities shall be designed to meet the minimum functional height required.

(i) Unless this section imposes a more restrictive height limitation on a specific type of facility, facility height shall not extend more than twelve feet beyond the maximum allowable building height for the zone, except as otherwise allowed in this article. If a maximum building height has not been established in this chapter, the height of the facility shall be reviewed for the visual impact on the surrounding land uses and the community.

(ii) If the facility is not attached to a building, the height of the facility shall be reviewed for the visual impact on the surrounding land uses and the community.

(iii) The height of a telecommunication tower shall be measured from the natural, undisturbed ground surface below the center of the base of said tower to the top of the tower itself or, if higher, the tip of the highest antenna or piece of equipment attached thereto.

(E) Setbacks. The following setback requirements shall apply to all telecommunication facilities except facilities in the public right-of-way and on city-owned property:

(i) All facilities shall comply with the required building setbacks for the zoning district in which the site is located. However, in no instance shall the facility (including antenna equipment) be located closer than five feet of any property line. Additional setback requirements may be established in conjunction with a conditional use permit for those antennae exceeding the height limit for the zoning district.

(ii) Facilities shall not be located within the required front yard area of any parcel, unless specifically approved by the planning commission.

(iii) The planning commission may reduce setbacks through the conditional use permit process upon determination that aesthetic impacts would be reduced and/or open space improved.

(F) Landscaping.

(i) Landscaping, wherever appropriate, shall be used as screening to reduce visual impacts of telecommunication facilities. Any proposed landscaping shall be visually compatible with existing vegetation in the vicinity.

(ii) Existing landscaping in the vicinity of a proposed telecommunication facility shall be protected from damage during and after construction. Submission of a tree protection plan may be required to ensure compliance with this requirement.

(iii) Off-site landscaping may be required to mitigate off-site impacts, subject to willing property owners. Additional landscaping may also be required in public rights-of-way to obscure visibility of facilities from passing motorists, bicyclists, and pedestrians.

(iv) When required, a landscape and irrigation plan prepared by a licensed landscape architect shall be submitted at the building permit stage for review and approval by the community development department.

(G) Signage. A permanent, weather-proof identification sign must be placed on the gate of the fence surrounding the telecommunication facility or base shelter or, if there is no fence, on the facility itself. The sign must identify the facility operator(s), type of use, provide the operator's address, and specify a twenty-four-hour telephone number at which the operator can be reached so as to facilitate emergency services.

(H) Access. Parking and access to and for the maintenance of telecommunication facilities shall be on an improved surface and no required parking for the primary use shall be lost due to placement of the pole and support facilities unless otherwise permitted by the Planning Commission. A minimum of one parking space shall be provided, and calculated separately from the required parking for the primary use, for maintenance of the telecommunication facility. Required fire access shall be maintained.

(I) Lighting and Placement. Facility lighting shall comply with the local requirements of the city. Towers shall not be artificially lighted, unless required by the FAA or other applicable public safety authority. If lighting is required, the governing authority may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.

(J) Noise. In general, noise levels shall comply with the applicable state and local guidelines. In no instance shall noise levels produced by the facility or appurtenant equipment exceed sixty-five dBA as measured at the site property line. Back-up generators shall only be operated during power outages and for testing and maintenance purposes. Testing and maintenance shall only take place on weekdays between 8:30 A.M. and 4:30 P.M.

(2) Management.

(A) Periodic Review. The city may conduct a periodic review of the telecommunications facility to consider whether or not the facility is conforming with the (including the co-location) conditions of its discretionary approval or appropriate permits. The city shall consider whether or not the facility is conflicting with emerging land uses approved under the applicable master or specific plan. If the city concludes that adverse impacts to emerging land uses can be reduced through the use of new technology, or through the retirement of the current facility, the carriers shall work with the city to develop a plan for achieving these mitigating goals. The city may impose a condition limiting the duration of any permit for a telecommunications facility located on property zoned other than industrial only after making findings of fact that such a condition is warranted. As part of such condition, the city shall specify the development threshold which could trigger termination of the permit following a duly noticed public hearing.

(B) Abandonment. If any telecommunications facility is not operated for a continuous period of six months, the service provider shall notify the zoning administrator. A telecommunications facility shall be considered abandoned and shall be removed by the facility owner within the next six months and the site restored back to its original setting. The city may, at its discretion, require the posting of a performance surety to cover the cost of the removal of abandoned facilities.

(C) Public Health and Safety (EMF and RF). No telecommunications facility or combination of facilities shall generate, at any time, EMF or radio frequency radiation (RF) in excess of the FCC adopted standards for human exposure, as amended over time.

All telecommunications facilities must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate such facilities. If such standards and regulations are changed, the property owner or responsible party shall bring such facilities into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling agency. Any violation of this subsection shall constitute grounds for revocation of any permits and/or approvals granted under this section. Such violations shall also constitute grounds for abatement and removal of the telecommunications facility by the city at the property owner's expense.

If it is found that wireless telecommunications facilities are or will be detrimental to the health, safety, or welfare of persons working or residing near such facilities, then the service provider(s) shall be solely responsible for the removal, adjustment, or replacement of the facilities. In no case shall the facility remain in operation if it is found to create a hazard to health, safety, or welfare. A facility shall not be found to create a hazard to health, safety, or welfare as a result of EMF or RF emissions from the facility so long as it meets all then current standards established by the FCC, or other federal agency having jurisdiction.

(d) Applications for Telecommunications Facilities. Form and content.

(1) A proposal for all new telecommunications facilities requiring a development or discretionary permit shall be processed upon the application of the property owner (s) or its agent, subject to the following:

(A) Applicant shall file a completed development application for a conditional use permit (CUP) and/or site plan and design review application with the city in a manner prescribed by the zoning administrator that shall include completion of an applicant environmental review form as well, as applicable.

(B) Vicinity map, including topographic areas, one-thousand-foot radius from proposed site-facility, residential and school zones and major roads/highways. The distance of the proposed telecommunication project from existing residentially designated/zoned areas, existing residences, schools, major roads and highways, and all other telecommunication sites and facilities (including other providers locations) within a one-thousand-foot radius shall be delineated on the vicinity map.

(C) Site plan including and identifying:

(1) All facility related support and protection equipment;

(2) A description of general project information, including the type of facility, number of antennas, height to top of antenna(s), radio frequency range, wattage output of equipment, and a statement of compliance with current FCC requirements.

(D) Elevations of all proposed telecommunication structures and appurtenances, and composite elevations from the street(s) showing the proposed project and all buildings on the site.

(E) Provide verification that the use of the telecommunications facility will not interfere with other adjacent neighboring transmission or reception functions, including public safety facilities.

(F) Photo simulations, photo-montage, story poles, elevations and/or other visual or graphic illustrations necessary to determine potential visual impact of the proposed project. Visual impact demonstrations shall include accurate scale and coloration of the proposed facility. The visual simulation shall show the proposed structure as it would be seen from surrounding properties from perspective points to be determined in consultation with the community development department prior to preparation. The city may also require the simulation analyzing stealth designs, and/or on-site demonstration mock-ups before the public hearing.

(G) Landscape plan that shows existing vegetation, vegetation to be removed, and proposed plantings by type, size and location. If deemed necessary, the community development director may require a report by a licensed landscape architect to verify project impacts on existing vegetation. This report may recommend protective measures to be implemented during and after construction. Where deemed appropriate by the community development department, a landscape plan may be required for the entire parcel and leased area(s).

(H) A written statement and supporting information, as requested by staff, regarding alternative site selection and co-location opportunities in the service area. The application shall describe the preferred location sites within the geographic service areas, a statement why each alternative site was rejected, and a contact list used in the site selection process. Provide a statement and evidence of refusal regarding lack of co-location opportunities.

(I) Noise and acoustical information for the base transceiver station(s), equipment buildings, and associated equipment such as air conditioning units and back-up generators. Such information shall be provided by a qualified firm or individual, approved by the city, and paid for by the project applicant.

(J) Provide proof of compliance with State or Federal requirements or any agency with authority to regulate towers and antennas, including the

Federal Aviation Administration (FAA) and Federal Communications Commission (FCC), including a radio frequency (RF) analysis conducted and certified by a state-licensed/registered RF engineer or qualified consultant.

(K) A cumulative impact analysis for the proposed facility and other telecommunication facilities on the project site or within one thousand three hundred feet of the proposed project site. The analysis shall include all existing and proposed telecommunication facilities on or near the site, dimensions of all antennas and support equipment on or near the site, power rating for all existing and proposed back-up equipment, and a report estimating the ambient RF fields and maximum potential cumulative electromagnetic radiation at, and surrounding, the proposed site that would result if the proposed facility were operating at full buildout.

(L) Statement by the applicant of willingness to allow other carriers to co-locate on their facilities wherever technically and economically feasible and aesthetically desirable.

(M) An evidence of needs report detailing operational and capacity needs of the provider's system within the City of Woodland and the immediate area adjacent to the city. The report shall detail how the proposed facility is technically necessary to address current demand and technical limitations of the current system, including technical evidence regarding significant gaps in the provider's coverage, if applicable, and that there are no less intrusive means to close that significant gap. Such report may be evaluated by a qualified firm or individual, chosen by the city, and paid for by the project applicant. The qualified firm or individual chosen by the city may request additional information from the applicant to sufficiently evaluate the proposed project.

(N) A security plan which includes emergency contact information, main breaker switch, emergency procedures to follow, and any other information as required by the community development director.

(O) A description of the anticipated maintenance program and back-up generator power testing schedule.

(P) In addition to the requirements outlined in the appropriate application form(s), an application for a zoning administrator or conditional use permit review shall contain sufficient information to allow the zoning administrator, planning commission or city council to act on the proposal.

(Q) The applicant pays all required processing and application fees. Such fees may be set and amended by resolution of the City Council.

(2) Use of Outside Consultants. From time to time the city may need the services of a qualified outside consultant to supplement staff to review and make appropriate recommendations including, but not limited to, compliance with radio frequency

emissions standards and/or identification of alternative solutions where there is a possibility that a proposed facility could result in a significant impact to the surrounding area. The use of outside consultants shall be at the applicant's expense. The cost of these services shall be in addition to all other applicable fees associated with the project, and shall be contracted for and administered by the city.

(3) Pre-application. A pre-application meeting is recommended for newly proposed telecommunication facilities to review development requirements and design and location standards for the type of antenna facility proposed. When available, it is recommended that the applicant provide preliminary site plan and visual impact drawings to aide in the pre-applicant review process. These meetings are voluntary, and no fees shall be paid for the city’s review of material provided at this stage.

(e) Findings for approval for telecommunications facility applications.

(1) The proposal meets or exceeds the criteria of this chapter and is consistent with the general plan and applicable land use designations.

(2) That the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of this chapter.

(3) The proposal for the telecommunications facility is in its design and appearance is consistent or compatible with the development and design of the surrounding structures and neighborhood.

(4) That the proposed use will be organized, designed, constructed, operated and maintained so as to be compatible with the character of the area as intended in the General Plan or any Specific Plan.

(5) That adequate streets and highways exist to carry the type and quantity of traffic anticipated to accommodate access for maintenance and/or service vehicles.

(f) Appeals. Any person dissatisfied with the decision to either approve or deny a development permit for the construction or modification of a wireless telecommunications permit, excluding exempt facilities, may file an appeal in accordance with the procedures set forth in either Article 27 or 31 as applicable. Staff decisions regarding exempt facilities may be appealed in the same manner as a decision of the zoning administrator as set forth in Article 31.

Legislation Details (With Text)

File #:	14-238 Version: 1	Name:	Second Reading of Ordinance No. 1563 “An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Heritage Remainder Project
Type:	Consent Item(s)	Status:	Agenda Ready
File created:	6/23/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	

Title: SUBJECT: Second Reading of Ordinance No. 1563 “An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Heritage Remainder Project

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1563, “An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Heritage Remainder Project.

Sponsors:

Indexes:

Code sections:

Attachments: Second Reading Ordinance

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Second Reading of Ordinance No. 1563 “An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Heritage Remainder Project

Recommendation for Action : Staff recommends that the City Council adopt Ordinance No. 1563, “An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Heritage Remainder Project.

Staff Contact

Paul L Hanson, AICP, Senior Planner, (530) 661-5814; paul.hanson@cityofwoodland.org

Fiscal Impact

The City will incur a minor cost estimated at less than $400 to publish a copy of Ordinance No. 1563 after City Council adoption. If approved the project would result in approximately 38 Dwelling Unit Equivalents (DUEs). The Spring Lake Infrastructure Fee (SLIF) equivalent is $40,440.00 per single family unit, for a total of $1,536,720.00 Dollars (*before the application of fee credits*). In addition to paying SLIF, this project will also pay the citywide Development Impact Fees, which are currently $21,775 per single-family unit, for a total of $827,450.00.

Background

An application for the Heritage Remainder development project in Spring Lake was considered and approved by the City Council on June 17, 2014. The application encompassed several actions including certification of a California Environmental Quality Act Environment Impact Report Addendum, approving a rezone of the Spring Lake Specific Plan (SLSP) from R-3 to R-4 and modifying the R-15 site, amending the Spring Lake Design Standards Table 2.4 to reduce to the minimum lot width of 65 feet to 55 feet with an average lot width of 65 feet for SLSP R-4 zone, and amending the SLSP Affordable Housing Plan by removing the 50-units restriction for the In-Lieu Fee Option, and adopting finding to approve a Tentative Subdivision Map #5048, conditions of approval and a Development Agreement. This is the second reading of the ordinance to approve the Development Agreement.

Discussion

The project application request is for approval of the Specific Plan Amendment, Tentative Subdivision Map #5048, Development Agreement, as well modifications to the Spring Lake Design Standards Table 2.4 and the SLSP Affordable Housing Plan. The proposed project results in the rezone of ±39.52 acres from R-3 (3 du/ac) to R-4 (4 du/ac) and ±8.22 acres of R-15 (15 du/ac) to be reduced to 7.03 acres of R-15. This change will **c** onverting 118 R-3 lots to 170 R-4 lots and result in approximately 52 additional R-4 residential lots and a reduction of R-15 units by 14 units.

The Spring Specific Plan requires that each developer enter into a Development Agreement with the City. A Development Agreement was approved as part of the original Russell Ranch project on December 6, 2005. The revised agreement, which is attached, will replace the original agreement.

Commission/Committee Recommendation

At its meeting on June 5, 2014, the City of Woodland Planning Commission approved Resolution **No. PC 14-08,** recommending City Council approval of amendments to the City General Plan and Spring Lake Specific Plan land use designations (rezone), the Spring Lake Specific Plan Design Standards Table 2.4 (minimum lot width), and the Spring Lake Specific Plan Affordable Housing requirements (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments, and the approval of Tentative Map #5048 and the related project Development Agreement Amendment with conditions of approval.

On June 17, 2014, the City Council considered the proposed project application and introduced the first reading of the Ordinance to approve the Development Agreement concerning the Heritage Remainder Project.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1563 “An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Heritage Remainder Project.

Prepared By: Paul L Hanson, AICP, Senior Planner
Reviewed By: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachment: Ordinance No. 1563 with supporting exhibits

ORDINANCE NO. ________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND TURN OF THE CENTURY, LLC FOR THE HERITAGE REMAINDER AREA DEVELOPMENT

WHEREAS, pursuant to Government Code Section 65864 *et seq*., the City of Woodland ("City") is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, Turn of the Century, LLC ("Developer") proposes to develop certain real property located in the City of Woodland ("Property"), more particularly described in the Amendment to the Development Agreement, attached hereto as Exhibit "1" and incorporated herein by reference, for residential use ("Project"); and

WHEREAS, Developer's interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the Project to achieve the goals of the City's General Plan ("General Plan") and the Spring Lake Specific Plan ("SLSP"), as further described and conditioned in the amendment to the development agreement attached hereto as Exhibit "2" and incorporated herein by reference; and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

WHEREAS, the City Council has found that the Amendment to the Development Agreement is consistent with the City's General Plan and the SLSP; and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements, except as provided in the Amendment to the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City has determined that by entering into the Amendment to the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and the Planning Commission recommended to the City Council the approval of the amendments to the General Plan and the Spring Lake Specific Plan land use designations (rezone), the Spring Lake Specific Plan Design Standards Table 2.4 (minimum lot width), and the Spring Lake Specific Plan Affordable Housing requirements (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments.

WHEREAS, on ________, 2014 the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Amendment to the Development Agreement were heard and at which time the Amendment to the Development Agreement was comprehensively reviewed; and

WHEREAS, on __________, 2014, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq*., on _________ 2014, the City Council certified an EIR addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project, and Development Agreements; and

WHEREAS, the terms and conditions of the Amendment to the Development Agreement has undergone review by the City at publicly noticed hearings and has been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Amendment to the Development Agreement; (ii) the Amendment to the Development Agreement is consistent with the General Plan and SLSP; (iii) the Amendment to the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Amendment to the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Amendment to the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Amendment to the Development Agreement attached hereto as Exhibit "1."

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Amendment to the Development Agreement will permit land uses that best reflect the community needs, , and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Amendment to the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City's Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Amendment to the Development Agreement because, on ____________ 2014, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Amendment to the Development Agreement.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Amendment to the Development Agreement within ten (10) days following execution thereof.

Section 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council on _______, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Marlin "Skip" Davies, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

Dated:_________________________

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

Exhibit "1" – Development Agreement
Exhibit "2" – Amendments to Development Agreement

EXHIBIT 1

Russell Ranch

DEVELOPMENT AGREEMENT NO. ____
BETWEEN CITY OF WOODLAND AND RUSSELL RANCH DEVELOPMENT INC.

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and among the City of Woodland, a California general law city (hereinafter "CITY"), and Russell Ranch Development Inc. (hereinafter "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 and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, Property is subject to two previous development agreement of a preliminary nature, with the intent to replace and supercede such development agreements with a project specific development agreement; and,

WHEREAS, OWNER and CITY wish to enter into a project specific Development Agreement pursuant to the Plan, which shall replace the two previous development agreements entered into by parties; and,

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

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

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

WHEREAS, it is CITY's intention that the terms and conditions of this Agreement will be substantially similar to the terms and conditions of development agreements entered into with all other owners of property in the Plan area; 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, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR dated December 18, 2001, November 19, 2002, December 17, 2002 and April 15, 2003; and

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

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

WHEREAS, development of the Property 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 reduce uncertainty in planning and provide for the orderly development of the 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 Sections 65864, et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement

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 sufficiency of which is 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 general law city and municipal corporation.

1.1.3 "City Manager" means the City Manager of the City of Woodland, or his designee.

1.1.4 "Development" means the improvement of the Property 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.

1.1.5 "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.

1.1.6 "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.

1.1.7 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.8 "Effective Date" means the date this Agreement is recorded with the County Recorder.

1.1.9 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Regulations which are a matter of public record on the Effective Date.

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 and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.12 "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.

1.1.13 "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.

1.1.14 "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 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.17 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.18 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 <u>Exhibits</u>. 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" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" – Legal Description of Agricultural Conservation Easement(s)

Exhibit "F" - Map of Location of Agricultural Conservation Easement(s)

Exhibit "G" - Memorandum of Agreement

Exhibit "H" - Map of Location of Easements and Rights of Way (Infrastructure)

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 only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it has a legal or equitable interest in the Property.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 20 (twenty) years thereafter unless this term is modified or extended pursuant to the provisions 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 a legal or equitable interest in the Property or that portion of the Property to which the right or interest relates.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed 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 and obligations of OWNER under this Agreement.

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 the agreement described in Subsection 2.4.1(b) 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 unless such transferring OWNER is given a release in writing by CITY, 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.

(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 Partial Release of Purchaser, Transferee or Assignee of Industrial or Commercial Lot. A purchaser, transferee or assignee of a lot, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development of the lot has been finally approved pursuant to the Development Plan, may submit a request, in writing, to CITY to release said lot from the obligations under this Agreement relating to all other portions of the property. Within thirty (30) days of such request, CITY shall review, and if the above conditions are satisfied shall approve the request for release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.4 shall cause, or otherwise affect, a release of OWNER from its duties and obligations under this Agreement.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon 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 which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement except Section 4.2 and 4.3, 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 when the lot has been finally subdivided and individually (and not in "bulk") sold to a member of the public or other ultimate user. Section 4.2 and 4.3 of this Agreement shall survive with respect to any such lot until the fees required thereby have been paid in full.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled 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.

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:

Richard Kirkwood, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

With a copy to:

Ann M. Siprelle
Best, Best & Krieger, LLP
400 Capitol Mall, Suite 1650
Sacramento, CA 95814

If to OWNER:

Russell Ranch Development
173 Court Street
Woodland, CA 95695

With a copy to:

Craig M. Sandberg
Sandberg, Lo Duca & Dellinger
3300 Douglas Boulevard
Suite 365
Roseville, CA 95661

(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.

2.8 Termination of Previous Agreements. As related to the subject property only, this Agreement replaces and supercedes both the Pre-Annexation Development Agreement approved by Ordinance No. 1361 adopted on December 17, 2002, and the Phase I Development Agreement approved by Ordinance No. 1368 adopted on July 1, 2003. As of the effective date of the ordinance adopting this Development Agreement, both the Pre-Annexation Development Agreement and the Phase I Development Agreement referenced in the immediately preceding sentence shall terminate and shall have no further force or effect.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the

Development Plan. Except as otherwise provided in this Agreement, 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 Development Plan. OWNER shall comply with all mitigation measures required to be performed pursuant to the final Environmental Impact Report (and any amendments, supplements or addenda thereto) for the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, 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 Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. CITY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

3.3 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 Cal.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.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.5 Reservations of Authority.

3.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use 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 governing construction standards and specifications including, without limitation, CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code.

(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 which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and 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 which are not in conflict with 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 conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to development of the Property.

3.5.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.5.3 Modification or Suspension by State or Federal Law. In the event that State 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.

3.5.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

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, consistent with the requirements of the Specific Plan and the Tentative Map, acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the Tentative Map, when triggered by the phased conditions set forth in the Conditions of Approval, with approval of the final map associated with that phase.

3.8 Provision of Real Property Interests by CITY. 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. In the event OWNER is unable, after exercising all reasonable efforts as determined by CITY, including but not limited to OWNER's power of eminent domain under Sections 1001 and 1002 of the Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by

OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. For the purposes of this Section, "reasonable efforts" shall include proof that OWNER made a written offer to purchase the property interest at fair market value, in accordance with an appraisal conducted by an MAI appraiser. OWNER shall pay all costs associated with such acquisition or condemnation proceedings including but not limited to attorneys' fees, expert witness fees, and jury awards of any kind. 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. To the extent OWNER has not been fully reimbursed by the time of the next Release of Building Unit Allocations pursuant to Ordinance No. 1343. CITY shall reimburse OWNER from the proceeds of bonds issued, if any, or private funding advanced concurrent with or related to such next Release .

3.10 No Reimbursement for Temporary Improvements. The CITY shall not reimburse the OWNER for costs of interim temporary improvements as determined by CITY

3.11 Reimbursement for Specific Plan Preparation and Administration Costs. CITY has agreed to reimburse for costs associated with preparation and administration of the Spring Lake Specific Plan subject to the terms of the "Agreement for Reimbursement of Funds (Turn of the Century Specific Plan Application with Turn of the Century, LLC (TOC) " dated October 15, 1998 and the "Agreement for Reimbursement of Funds (Spring Lake Specific Plan Administration Costs, with Spring Lake Planning Group, LLC (SLPG)" dated June 17, 2002. CITY agrees to reimburse TOC and SLPG for costs approved by CITY pursuant to such Agreements from the proceeds of bonds issued concurrent with or related to the First Release of Building Unit Allocation in accordance with Ordinance No. 1343, for costs incurred through October 2004. City further agrees to reimburse SLPG for costs approved by City pursuant the June 17, 2002 Agreement, on a current basis through funds collected through the Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area dated September 7, 2004, which includes both bond proceeds and shortfall monies collected from parties to the September 7, 2004 Reimbursement Agreement.

3.12 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY 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.

3.13 Tentative Map Extension. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

3.14 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.), the provisions of this Agreement shall supercede and be controlling over any conflicting provision of such vesting map.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which 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 Fiscal Deficit Mitigation Fee. The fiscal impact analysis for the Spring Lake Specific Plan concludes that the revenues generated by the Plan are inadequate to provide the required public services to future inhabitants of the Plan area and, therefore, without a financial commitment from OWNER and all developers within the Plan Area, implementation of the Plan will be inconsistent with certain General Plan fiscal policies. As mitigation for this fiscal deficit, OWNER shall pay a Fiscal Deficit Mitigation Fee as a condition of obtaining a building permit for construction on the Property in the amount of $1,500 per dwelling unit equivalent ("DUE") as defined in the Plan as follows:

1.00 DUE per each R-3, R-4, R-5 and R-8 unit;

.70 DUE per each R-15, R-20, and R-25 units; and

1.20 DUE per 1,000 square feet of Neighborhood Commercial.

4.3 Development Impact Fees. OWNER shall be subject to and shall timely pay CITY'S Major Projects Financing Plan ("MPFP") Fee and the Spring Lake Infrastructure Fee ("SLIF"), as they may be amended from time to time.

4.4 Acceptance of Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in the Agricultural Mitigation Program. CITY hereby agrees that, the Merritt Easement as described in Exhibit "E: and depicted on the map as Exhibit "F" attached hereto, meet the criteria set forth in the Agricultural mitigation program. Further, the City agrees that the Easement areas are "stacked" as provided in the Agricultrual Mitigation Program, in satisfaction of the requirement for mitigation of agricultural uses as well as Swainson's hawk habitat in their current, undeveloped condition, the parcels proposed for agricultural conservation easements described in Exhibit "E" and depicted on the map at Exhibit "F" attached hereto, meet the criteria set forth in the Agricultural Mitigation Program. Further, CITY agrees that the Easement areas may be "stacked" as provided in the Agricultural Mitigation Program, to satisfy the requirements for mitigation of agricultural uses as well as Swainson's hawk habitat. CITY agrees that the DEVELOPER has fulfilled the obligation set forth in mitigation measures 4.2.1 and 4.5-4 of the Spring Lake Specific Plan Mitigation Monitoring Plan through recordation of this easement.

4.5 Managing Entity. CITY agrees that an appropriate entity to hold and manage the Easements for their intended purposes is the Yolo Land Trust (the "Trust"), which is a qualified non-profit entity formed for the purpose of accepting and managing such easements. [Delete if Easement has recorded]

4.6 Grant of Agricultural Conservation Easements. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed Easements, conserving the parcels described and depicted on Exhibits "E" and "F," in recordable form for recording with the Yolo County Recorder. 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. [Delete if Easement has recorded]

4.7 Department of Fish and Game Approval (deleted)

4.8 Other Environmental Compliance. OWNER represents to City that OWNER has conducted a thorough literature review and multiple surveys of the Property to determine the presence of special-status species other than the Swainson's Hawk, a summary of which is attached hereto as Exhibit "E." OWNER represents to CITY that OWNER'S review and surveys were performed by properly trained experts using proper protocol. Based upon such representations, City agrees to not impose mitigation requirements for special-species status upon the development of OWNER'S Property other than those contained in the Mitigation Monitoring Plan and the Spring Lake Specific Plan, unless City is legally required to do so by a State or Federal governmental agency.

4.9 Building Unit Allocations. CITY hereby agrees that CITY'S Building Unit Allocation Program for the Spring Lake Specific Plan (Ordinance No. 1343) shall not be amended in any manner which would reduce the number of Building Unit Allocations allocable to the Property, at the times and in the manner as provided in the Ordinance.

4.10 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. A map showing the preliminary location of these rights of way and easements is attached hereto as Exhibit "H".

4.11 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final map unless each lot to be subdivided thereby has a building unit allocation assigned to it, with the following exception: In the event that a final map includes lots, for which at the time of recordation, OWNER does not currently have BUA's but are integral to the final map (e.g. part of a cul de sac which includes lots which have BUA's) OWNER may record a deed restriction in which case a BUA will not be required for those lots in order for the final map to be approved. At such time as additional BUA's are available and assignable to Property, CITY agrees to release the Deed Restriction upon request of OWNER. At the First Release of BUA's CITY released 179 BUA's to Property pursuant to Woodland City Code Section 26-2-20, of which 163 remained on the Property. OWNER assigned 111 of the 163 BUA's for the property to the Russell Ranch North East Vesting Tentative Subdivision Map No. 4650 and Subdivision No. 4736. OWNER assigns the remaining 52 First Release BUA's to Heritage Remainder Area Vesting Tentative Subdivision Map Subdivision NO. 4784, as will be further assigned with recordation of final maps.

4.12 Inclusionary Housing Agreement. Owner has entered into an Inclusionary Housing Agreement dated July 19, 2005 which provides for 3 affordable units, which fulfills the affordable housing requirement for 23 market rate units. Prior to submittal of a final map and improvement plan package to CITY, which is not covered by an Inclusionary Housing Agreement, OWNER and CITY shall enter into an Inclusionary Housing Agreement, or alternate agreement with CITY approval, consistent with the Spring Lake Specific Plan Affordable Housing Plan

4.13 Payment of Off-Site Affordable Housing Fee. OWNER shall pay the Spring Lake Off-Site Affordable Housing Fee in the amount of $1,100 per market-rate single family unit as required by the SLSP and SLSP Affordable Housing Plan. This fee shall be payable to the Redevelopment Agency of the City of Woodland, and shall be due in full prior to approval of each final map. If the interest rate or other assumptions used in the Off-Site Affordable Housing Fee's initial calculation should substantially increase in subsequent years, the City Council may approve a change to the amount of the fee. City Council may reestablish the fee at an appropriate amount; however at no time shall the fee exceed $1,300. An amendment of the development agreement is not required if applicant applies to amend SLSP to allow for alternative provision for the 74 off-site affordable units.

4.14 Deferred Administrative Costs. Intentionally Deleted.

4.15 Funding for Public Transit. OWNER shall pay $208.00 per "DUE" prior to approval of each final map, for the cost of providing buses. OWNER shall construct bus turnouts, bus pads, and access during construction of road and street improvements. In addition to the above, OWNER shall pay a pro rata share for the purchase and installation of shelters for the Plan area by participating in the Spring Lake Infrastructure Fee (SLIF). OWNER shall pay, prior to each final map approval, operations and maintenance shortfall costs as determined by CITY. OWNER'S pro-rata share shall be calculated on a dwelling unit equivalent ("DUE"), estimated to be $35 per DUE.

4.16 "Affordable Cluster" Developments (deleted).

4.17 Habitat Monitoring and Farming Education. Notwithstanding Paragraph 8 of the Settlement Agreement respecting Yolo County Superior Court Case No. PT 02-90, OWNER shall pay its pro-rata share of the required "Monitoring Funds" and "Education Funds" (Settlement Agreement, Paragraphs 6 and 7), prior to approval of the first final subdivision map on the Property. OWNER'S pro-rata share shall be calculated on a dwelling unit equivalent ("DUE") basis.

4.18 Fire Station Operational and Emergency Vehicle Access. Fire Station operational and emergency vehicle access shall be provided to coincide with the SLSP Fire Station becoming operational —For access to the SLSP Fire Station- The following condition shall apply: East boundary of the tentative map to Pioneer Avenue- Parkway Drive shall be constructed to include two 12-foot lanes, with 6' shoulders at OWNER'S expense, pursuant to the Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area dated September 7, 2004 . If full ROW can be obtained, OWNER has the option of constructing Parkway Drive to include full roadway improvements from the south back of curb to the north back of curb.

4.19 Potential Future Modifications to East Regional Detention Basins. OWNER shall pay its pro-rata share of the cost to modify the East Regional Detention Basins and/or construct additional storm water facilities to mitigate the impact to the Cache Creek flood plain associated with construction of the East Regional Detention Basins, if CITY determines such modification is necessary. The basis for financing these facilities shall be identified in a nexus study to be prepared and approved by CITY.

4.20 Spring Lake Village Center. If the Spring Lake Village Center is not part of a submitted Tentative Map, OWNER shall acquire and/or dedicate all necessary land and required right of way for the Spring Lake Village Center (including but not limited to the property for the fire and Central park sites) within one (1) year of Project Development Agreement approval or as determined by the CITY. If SLIF and MPFP fees are not sufficient because construction has not begun within the Spring Lake Specific Plan, and other funding is not available, OWNER shall participate in providing advanced funding to the CITY for the site design of the 4-acre Central Park site and the SLSP fire station, which funding shall be subject to reimbursement as funds are available. In addition, OWNER shall provide advance funds as necessary in order to demonstrate that the design of the neighborhood commercial is compatible with the Central Park and SLSP fire station design, if the neighborhood commercial center is not part of a submitted tentative map OWNER agrees to participate in advancing funds to fund construction of the SLSP fire station subject to availability of Major Project Financing Plan (MPFP) AB 1600 funds. CITY agrees that funds generated by development of the Spring Lake Specific Plan Area shall be applied first to fund the SLSP fire station. OWNER agrees to fund construction of the 4-acre Central Park subject to availability of the Spring Lake Infrastructure Fee (SLIF). Property acquisition, site design and construction of the Central Park are subject to reimbursement as determined by the CITY. An amendment of the development agreement is not required if the SLSP is amended to modify Central Park timing or if a fire station study indicates that a delay in the SLSP Fire Station is warranted then property acquisition may be delayed accordingly.

4.22 113 Overpass Funding. OWNER shall be subject to any future adjustment of infrastructure fees made necessary to pay for construction of the 113 overpass at such time the need for such construction is triggered as identified in the Specific Plan EIR and Mitigation Monitoring Plan. Such future adjustment shall be based on a nexus study to be prepared and approved by CITY. Any such fee increase shall not be retroactive to prior issued building permits.

4.23 Financing Plan Cost Estimates. 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.

4.25 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 sewer a storm drainage infrastructure serving development of OWNER'S Property.

4.26 In order to utilize the assigned Building Units on the Heritage Remainder Area Subdivision and to achieve the density goals of the Spring Lake Specific Plan, may transfer of up to 18 units to the R-15 site thereby permitting a maximum of 119 units. This total excludes density bonuses granted pursuant to Stage law.

4.27 Fire Department Operation and Maintenance Funding. Until the SLSP fire station becomes operational, OWNER shall contribute, at time of each final map approval, a fire suppression fee of $771 dollars per "DUE" to ensure fire protection for the Spring Lake area at date of first occupancy (MM 4.3.1(b)). CITY shall establish a funding mechanism to collect fire suppression fees from future development in the City and shall reimburse OWNER [or current owner of property] the difference between OWNER'S fair share of such cost, as determined by CITY, and the $771 DUE fee.

4.29 County Road 101. The first final map in the Specific Plan area that triggers a connection to CR 25A, via CR 101 as a condition, will be required to improve CR 101 from the northwest corner of the Beeghly property to CR 25A. The existing CR 101 shall be evaluated for roadway condition at the time the CR 25A road improvements are required. OWNER shall pay for a roadway and pavement evaluation for the purpose of assisting the City Engineer in identifying the most cost effective type of permanent or interim improvements needed. The CITY has the option to perform the evaluation. This connection shall be subject to future reimbursement on a pro-rata basis as determined by the CITY as additional final maps within the SLSP are approved. Any amount which has not been reimbursed prior to the Second Release will be made by the Second Release property owners, as set forth in Section 3.9.

4.30 Highway 113/ County Road 25A. The first final map in the Specific Plan area that triggers a connection to CR 25A, via CR 101 as a condition, will be required to improve CR 25 A from CR 101 to Highway 113. The existing roadway east of Highway 113 shall be evaluated for roadway condition at the time the CR 25A road improvements are required to determine the point of connection and necessary improvements. OWNER shall pay for a roadway and pavement evaluation for the purpose of assisting the City Engineer in identifying the most cost effective type of permanent or interim improvements needed. The CITY has the option to perform the evaluation.

This connection shall be subject to future reimbursement on a pro-rata basis as determined by the CITY as additional final maps within the SLSP are approved. Any amount which has not been reimbursed prior to the Second Release will be made by the Second Release property owners as set forth in Section 3.9.

4.31 Public Art. OWNER shall incorporate at least one public art feature from a commissioned artist. The maximum dollar amount shall be $60,000 for the entire Russell Property of which $30,000 has been paid. Public art can be incorporated into the subdivision amenities or into one of the SLSP Landmark / Monumentation entryway features. This artwork is intended to be in addition to other required subdivision features (i.e. neighborhood entry features and roundabouts features). The theme and conceptual design of public art feature(s) shall be approved by the Planning Commission. CITY agrees that in the event CITY institutes a City wide or a Specific Plan wide fee for the purpose of funding public art, that OWNER shall be exempt from that fee as a result of this contribution.

5. FINANCING OF PUBLIC IMPROVEMENTS. CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. CITY also agrees that, 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 Manager or his designee shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith 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 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 City Manager 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 City Manager shall submit a report to the City Council 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 City Council finds 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 City Council makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Council may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5, subject to OWNER's opportunity to cure its default as provided in Section 8.4. If OWNER fails to timely cure pursuant to Section 8.4, or if CITY in its sole discretion determines that the default is not curable, CITY may proceed with modification or termination 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 such intention. The notice shall be given at least ten 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 as is reasonably 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 CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

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 City Manager 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 City Manager or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 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 which 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.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for non-monetary remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, 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.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.5 herein, 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 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default. No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 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.

9.2 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 such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 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.

9.4 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.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Section 9 shall survive the termination of this Agreement.

10. 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 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.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

11.2 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 which 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.

11.3 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, including the payment of the 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.

11.4 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.

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

11.6 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.

11.7 No Third Party Beneficiaries. Except as provided in Section 10 relating to Mortgagees, 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.

11.8 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.

11.9 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 during ownership of the Property or any portion thereof.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

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

11.15 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 City Manager, 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.

11.16 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

CITY:

THE CITY OF WOODLAND
A Municipal Corporation

By: Matt Rexroad
MATT REXROAD, Mayor

Approved as to Form:

BEST, BEST & KRIEGER, LLP

By: A. M. Siprelle
ANN M. SIPRELLE

Attest:

Sue Vannucci 4/18/2006
SUE VANNUCCI, City Clerk

DEVELOPER:

RUSSELL RANCH DEVELOPMENT INC., LLC.

By: Melanie Mathews
MELANIE MATHEWS, PRESIDENT

RUSSELL RANCH DEVELOPMENT INC., LLC.

By:
J. DAVID TAORMINO, VICE PRESIDENT

EXHIBITS ON FILE WITH THE COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT A
[LEGAL DESCRIPTION OF PROPERTY—HERITAGE REMAINDER PARCEL]

EXHIBIT B
MAP OF PROPERTY (HERITAGE REMAINDER PARCEL) AND ITS LOCATION

EXHIBIT C
EXISTING DEVELOPMENT APPROVALS

Rezoning Ordinance No.___
Vesting Tentative Subdivision Map No. 4784
Conditions of Approval (Russell Ranch NE Project) Approved 2/17/04

EXHIBIT D
EXISTING LAND USE REGULATIONS

Spring Lake Specific Plan (Adopted December 18, 2001 Resolution No. 4330 and Amended November 19, 2002 Resolution No. 4399 and December 12, 2002 Resolution No. 4406)
Spring Lake Specific Plan Design Standards (Adopted May 20, 2003- Resolution No. 4433)
Spring Lake Specific Plan Affordable Housing Plan (Adopted May 20, 2003- Resolution No.4438)
Spring Lake Specific Plan Agricultural Land Mitigation Program (Adopted February 18, 2003 Resolution No. 4421 and Amended November 18, 2003 Resolution No.4492)

EXHIBIT E
LEGAL DESCRIPTION OF AGRICULTURAL CONSERVATION EASEMENT(S)

EXHIBIT F
MAP OF LOCATION OF AGRICULTURAL CONSERVATION EASEMENT(S)

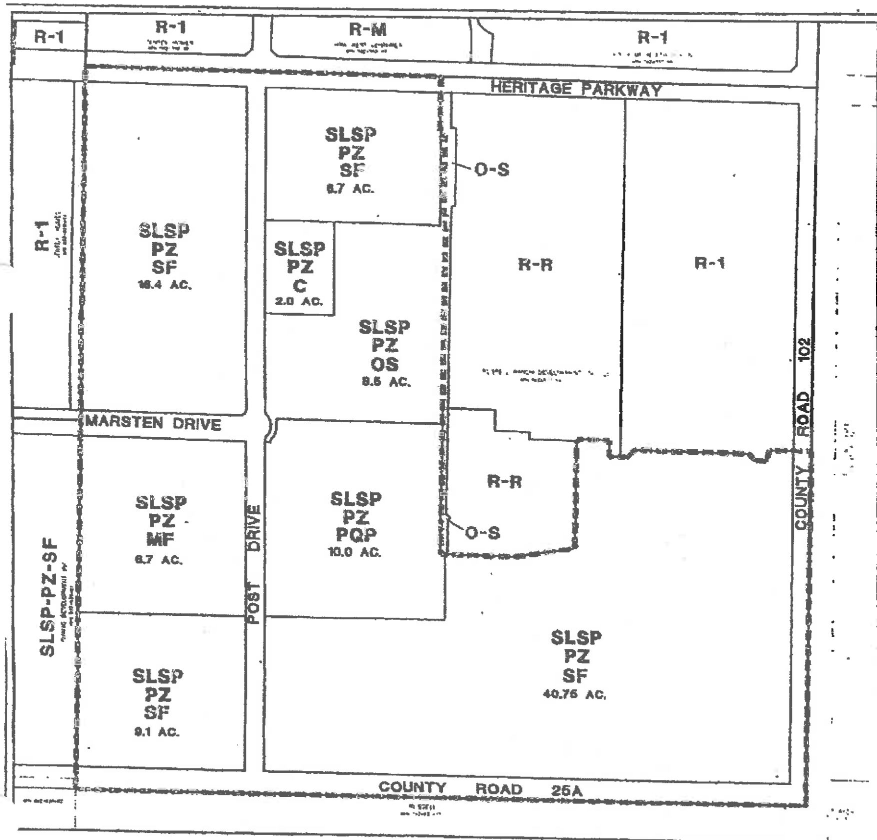
EXHIBIT G
MEMORANDUM OF AGREEMENT

EXHIBIT H
MAP OF LOCATION OF EASEMENTS AND RIGHTS OF WAY

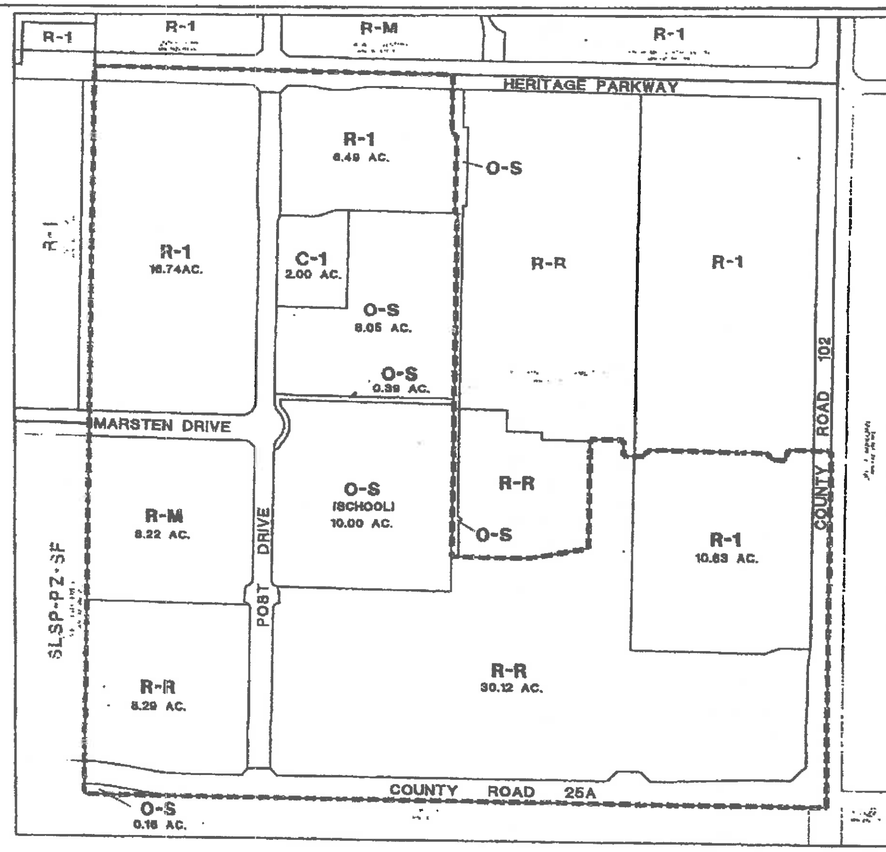
ATTACHMENT A

BEING ALL OF DESIGNATED REMAINDER AS SHOWN ON SUBDIVISION MAP NO. 4650. FILED IN THE OFFICE OF THE YOLO COUNTY RECORDER, IN BOOK OF MAPS, AT PAGES 115-120 & BEING A PORTION OF THE EAST HALF OF SECTION 10, T. 9N., R.2E., M.D.B.&M.

ASSESSOR'S PARCEL NUMBER: 042-030-14



EXISTING PREZONING



PROPOSED REZONING

ZONING SUMMARY - HERITAGE REMAINDER AREA

LAND USE	EXISTING PREZONE	AREA	PROPOSED REZONE	AREA
SINGLE FAMILY RES.	SLSP-PZ-SF	72.95 AC.	R-1 R-R	33.86 AC. 38.41 AC.
MULTI-FAMILY RES.	SLSP-PZ-MF	6.7 AC.	R-M	8.22 AC.
COMMERCIAL	SLSP-PZ-C	2.0 AC.	C-1	2.00AC.
OPEN SPACE	SLSP-PZ-OS	8.5 AC.	O-S	8.44 AC.
SCHOOL	SLSP-PZ-PQP	10.0 AC.	O-S	10.0 AC.

1" = 200'

SPRING LAKE
REZONING EXHIBIT
HERITAGE REMAINDER
CITY OF WOODLAND CALIFORNIA

CUNNINGHAM ENGINEERING
CIVIL ENGINEERS/PROJECT MANAGERS

SCALE 1" = 200'

DATE:

SHEET 1 OF 1

PROJECT NO. 477.50

ORDINANCE NO. 1452

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF WOODLAND FOR 115.63 ACRES (HERITAGE REMAINDER AREA) LOCATED SOUTH OF EAST HERITAGE PARKWAY, WEST OF COUNTY ROAD 102 AND NORTH OF COUNTY ROAD 25A

The City Council of the City of Woodland does ordain as follow:

Section 1: Amendment of Ordinance No. 1024

Ordinance No. 1024 as it may be amended to date is hereby amended by rezoning certain property located south of East Heritage Parkway, west of County Road 102, and north of County Road 25A, as shown on the attached exhibit to rezone. The Heritage Remainder property is located within the Spring Lake Specific Plan (SLSP) area prezoned for development (Ordinance No. 1346). Specifically for the ±72.95 acres (Prezoned Single Family Residential (SLSP-PZ-MF); ±33.86 acres will be rezoned Single Family Residential Zone (R-1) and ±38.41 acres will be rezoned Large Lot Residential (R-R). For the ±6.7 acres prezoned Multi-Family Residential (SLSP-PZ-MF) ±8.22 acres will be rezoned (R-M). For the ±2.0 acres prezoned Commercial (SLSP-PZ-C) ±2.0 acres will be rezoned Commercial (C-1). For the ±8.5 acres prezoned Open Space (SLSP-PZ-OS) ±8.60 acres will be rezoned Open Space (O-S). For the ±10.00 acres prezoned School (SLSP-PZ-PQP) ±10.0 acres will be rezoned School (O-S).

Section 2: Severability:

Each section and each provision or requirement of any section of this Ordinance shall be considered separable and the invalidity of any portion of this Ordinance shall not affect the validity or enforceability of any other portion.

Section 3: Taking Effect:

This Ordinance shall take effect thirty (30) days after its passage and shall be published as required by law.

PASSED AND ADOPTED THIS 10th DAY January , ~~2005~~ 2006 by the following vote:

AYES:	**COUNCILMEMBERS:**	Flory, Peart, Rexroad
NOES:	**COUNCILMEMBER:**	Pimentel
ABSENT:	**COUNCILMEMBER:**	Monroe
ABSTAINING:	**COUNCILMEMBERS:**	None

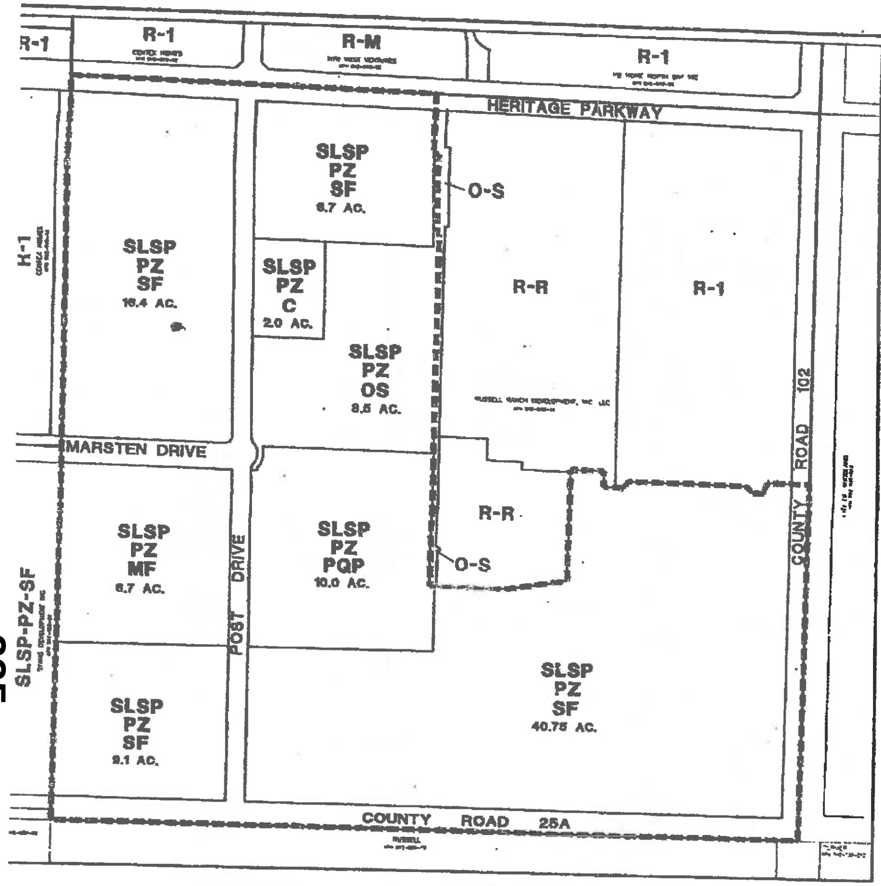
Matthew Rexroad

MATT REXROAD, MAYOR

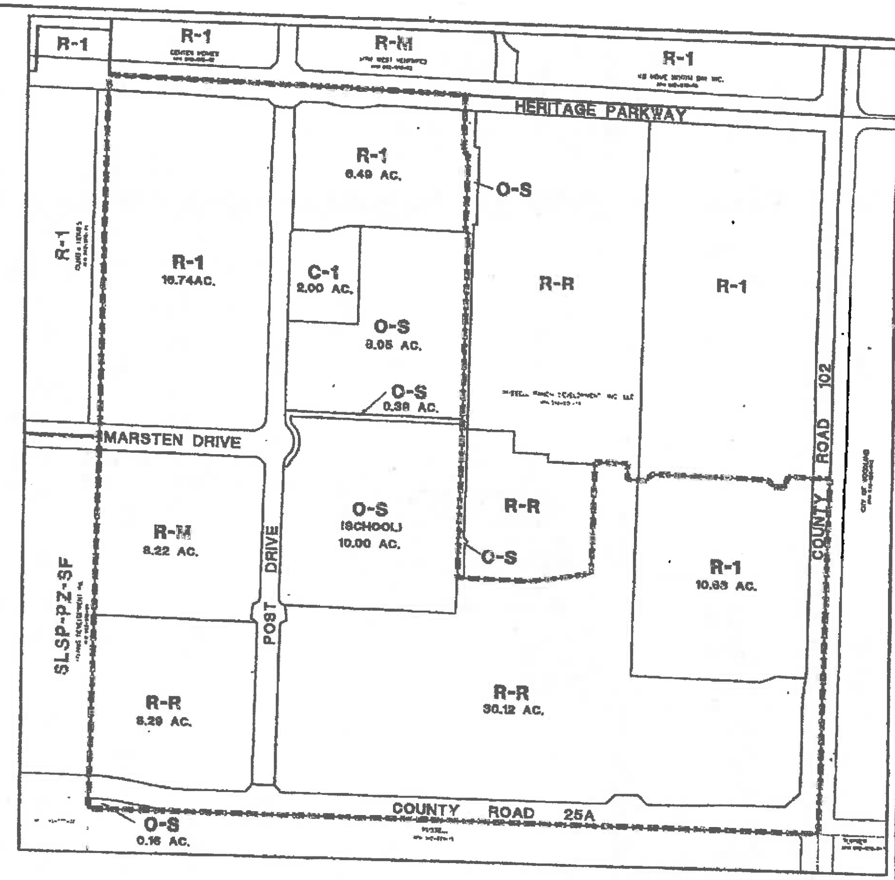
ATTEST:

Susan L. Vannucci

CITY CLERK



EXISTING PREZONING



PROPOSED REZONING

ZONING SUMMARY - HERITAGE REMAINDER AREA

LAND USE	EXISTING PREZONE	AREA	PROPOSED REZONE	AREA
SINGLE FAMILY RES.	SLSP-PZ-SF	72.95 AC.	R-1 R-R	33.86 AC. 38.41 AC.
MULTI-FAMILY RES.	SLSP-PZ-MF	6.7 AC.	R-M	8.22 AC.
COMMERCIAL	SLSP-PZ-C	2.0 AC.	C-1	2.00AC.
OPEN SPACE	SLSP-PZ-OS	8.5 AC.	O-S	8.44 AC.
SCHOOL	SLSP-PZ-PQP	10.0 AC.	O-S	10.0 AC.

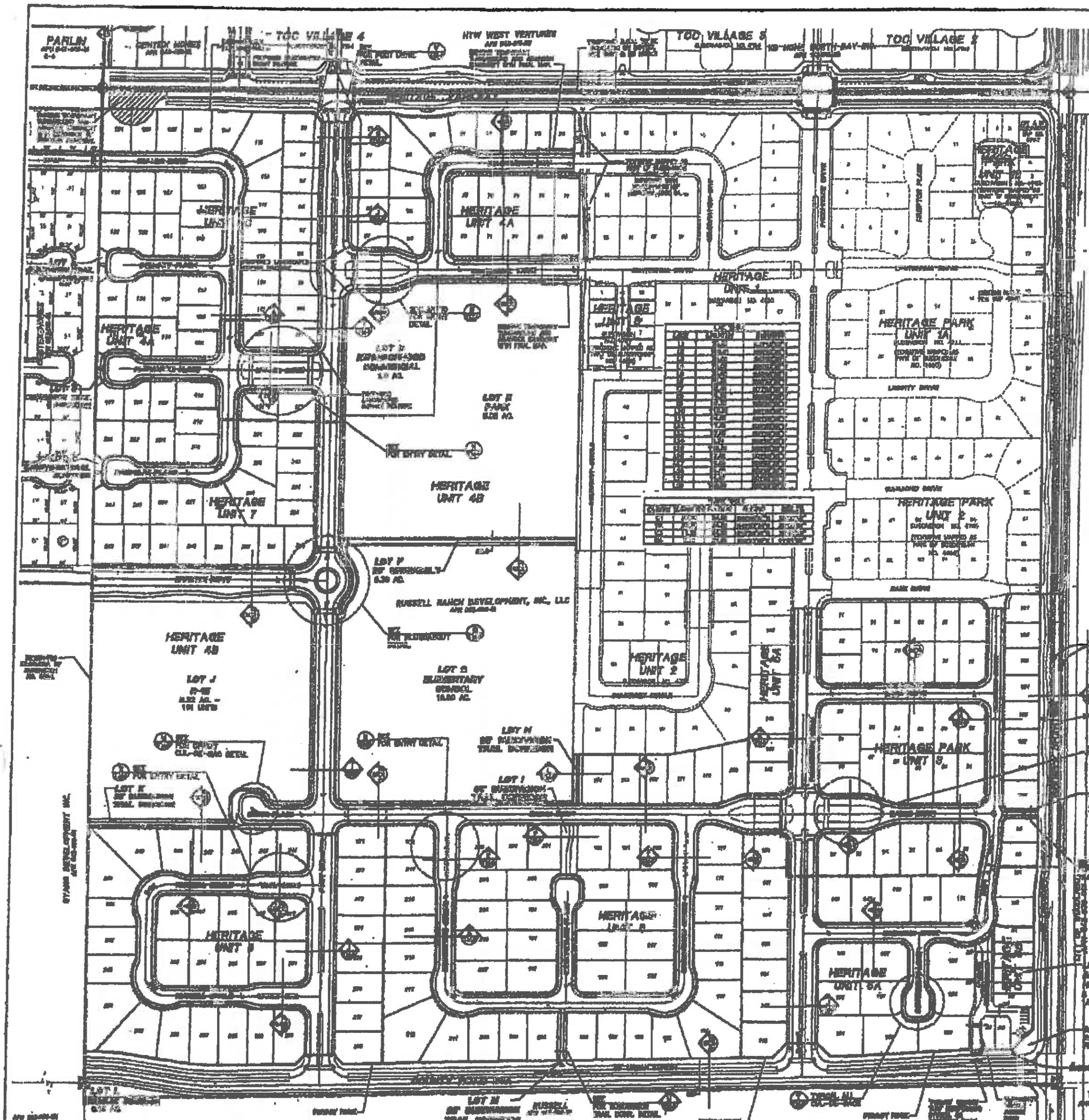
1" = 200'

CUNNINGHAM ENGINEERING
CIVIL ENGINEERS/PROJECT MANAGERS
2940 SPAFFORD STREET, SUITE 200
DAVIS, CA 95618

SPRING LAKE
REZONING EXHIBIT
HERITAGE REMAINDER
CITY OF WOODLAND CALIFORNIA

SHEET 1 OF 1

1" = 200'



GENERAL NOTES

OWNER / DEVELOPER:

CIVIL ENGINEER:

ASSESSORS PARCEL NO:

AREA:

EXISTING ZONING:

PROPOSED ZONING:

DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:

ELECTRICITY & GAS:

CABLE TELEVISION:

NOTES:

PROJECT PHASING

TURN LANES

- EXTRA RIGHT OF WAY MAY BE REQUIRED FOR TURN LANES, AT THE DISCRETION OF THE CITY ENGINEER.

BUS STOPS AND TURNOUTS

- BUS TURNOUTS MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER.

SECOND UNITS

AFFORDABLE HOUSING UNITS

LOT SIZES

LAND USE SUMMARY

USE	AREA (NET)	AREA (GROSS)	# UNITS	DENSITY
AFFORDABLE HOUSING		1.15 AC.	5	[illegible] du/ac
R-3 (INCLUDES LOTS H, I, M & N)		37.28 AC.	115	3.09 du/ac
R-4 (INCLUDES LOT A, B, C & D)		33.80 AC.	135	4.00 du/ac
R-15 (INCLUDES LOT K)		8.22 AC.	101	12.29 du/ac
ELEMENTARY SCHOOL	10.00 AC.	10.00 AC.		
PARK	5.05 AC.	5.05 AC.		
NEIGHBORHOOD COMMERCIAL	2.0 AC.	2.00 AC.		
GREENBELTS	0.30 AC.	0.30 AC.		
DRAINAGE CORRIDOR	0.15 AC.	0.15 AC.		
COLLECTOR & ARTERIAL STREETS		12.70 AC.		
TOTALS:		113.67 AC.	362	

LAND USE COMPARISON CHART

	SPECIFIC PLAN		DENSITY PERMITTED	PROPOSED TENTATIVE SUBDIVISION MAP	
USE	AREA	# UNITS	(BASED ON ACTUAL ACREAGE)	AREA	# UNITS
R-3	38.82 AC.	119	37.28 AC. x 3 = 112 LOTS	37.28 AC.	116
R-4	34.35 AC.	139	33.88 AC. x 4 = 135 LOTS	33.80 AC.	135
R-15	8.7 AC.	101	8.22 AC. x 15 = 123 LOTS	8.22 AC.	101
AFFORDABLE HSG	4.0 AC.	6		1.15 AC.	5
TOTALS:		359			362

INTERSECTION CURB RADII TABLE

INTERSECTION TYPE	MINIMUM CITY STANDARD RADIUS AT FACE OF CURB
LOCAL TO LOCAL	[illegible]
LOCAL TO COLLECTOR	[illegible]
COLLECTOR TO COLLECTOR	[illegible] *
COLLECTOR TO ARTERIAL	[illegible] *
ARTERIAL TO ARTERIAL	[illegible] *

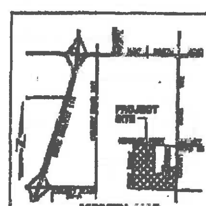
* RADIUS MAY BE INCREASED AS REQUIRED TO ACCOMMODATE DESIGN VEHICLE TURN MOVEMENTS.

SHEET INDEX

STREET AND LOTTING PLAN	1
GRADING AND DRAINAGE PLAN	2
UTILITY PLAN	3
SECTIONS AND DETAILS	4

PUBLIC LOT SUMMARY

LOT F	GREENBELT
LOTS H, I, K, M & O	SUBDIVISION TRAIL CORRIDOR
LOTS E & G	PARK, SCHOOL
LOT L	DRAINAGE CORRIDOR



VICINITY MAP

SUBDIVISION NO. 4784
(DESIGNATED REMAINDER OF SUBDIVISION NUMBER 4[illegible])

HERITAGE REMAINDER AREA - VESTING TENTATIVE SUBDIVISION MAP - RUSSELL RANCH DEVELOPMENT INC., LLC

STREET AND LOTTING PLAN

CITY OF WOODLAND — CALIFORNIA

CUNNINGHAM ENGINEERING

PROJECT NUMBER 477.00

SHEET 1 OF 4

FINDINGS AND CONDITIONS OF APPROVAL FOR RUSSELL RANCH (HERITAGE) REMAINDER AREA PROJECT (As recommended in the staff report to the Woodland Planning Commission for the November 17, 2005 hearing).

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.

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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.

2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.

3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.

4. The project is consistent with the Development Regulations in the SLSP, including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7 based on language in Section 4.29 of the Development Agreement which precluded submittal of Final Maps until infrastructure plans are completed and tentative maps made consistent, if applicable.

5. The project is consistent with the figures and tables in the SLSP.

6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

Zoning Consistency Findings:

1. R-1 and R-R zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-3 and R-4 Specific Plan land use categories.

2. R-M zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-15 Specific Plan land use category.

3. O-S zoning is identified on page 2-22 of the SLSP as a consistent zone for park, subdivision trail/greenbelt areas.

4. C-1 zoning is identified on page 2-22 of the SLSP as a consistent zone for the Neighborhood Commercial (NC) land use category.

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

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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: The following conditions shall be fully satisfied prior to acceptance of final map (unless otherwise stated).

Community Development Department:

1. The project is as described in the staff report for the Russell Ranch (aka Heritage) Remainder Area Map (TSM#4784) prepared for the November 17, 2005 Planning Commission. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the November 17, 2005 staff report for the Russell Ranch (aka Heritage) Remainder Area 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 parkways, 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

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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 Heritage Parkway, County Road 25A and the west property boundary adjacent to the Beeghly property shall be submitted to the Community Development Director and Public Works Director for approval. This design along Heritage Parkway shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description). Fencing (over 3 ½ feet) for lots that side on to these trails shall be open type for the front portions of the side yard. A design for the masonry wall along CR 102 shall be submitted to the Community Development Director and Public Works Director for approval. This design shall satisfy the requirements of the SLSP (Development Regulation 2.32) and the Design Standards (Section 6.2.1, Masonry Walls). Pedestrian access shall be a minimum of 25-feet wide. Side "wing walls" shall be added to the masonry wall where the opening occurs to provide noise deflection for the yards of adjoining residences.

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 City planning staff 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), 2.35 (Fireplaces), 2.36 (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 Swainson 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 Heidrick and Merritt property has been proposed for project mitigation.

13. The applicant agrees to fund, on a fair-share basis as determined by the City of Woodland's 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. The applicant shall satisfy and fully implement Development Regulations 2.12 (Grading and Construction), 2.22-1 (Vertical Curb), 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 neighborhood entry features to be located at the intersection of " East Heritage Parkway and Post Drive, and CR 25A and Promenade, and CR 25A and Post) If the design is substantially different from what was previously approved for East Heritage Parkway and Promenade, 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. The theme shall be consistent with the SLSP Design Standards and to the satisfaction of

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Community Development Director Construction for each entry feature shall be timed to coordinate with each Final Map and improvements for each phase.

17. Pursuant to Design Standard 1.5 (Subdivision Trails), the width of Lots "A,"B," "C," shall be a minimum of 100-feet at the property line to match the Beeghly Subdivision Map. Lot "H," shall be a minimum of 40-feet from Heritage Parkway to the Park site (Lot E). Lots "I," "K," "M," and "O" shall be a minimum of 25-feet with a 6 foot wide side walk. 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 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units. Lot F shall be developed concurrently with the Park site or School site, whichever is developed first.

19. 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.

20. 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.

21. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.

22. Ten percent of all single-family units shall be designated affordable units. 385 lots x 10% = 39 units (calculation includes S-3 & R-4 lots in Heritage Units 1 & 2 and Heritage Park Units 1A & 2). Heritage Unit 3 and Heritage Park Unit 1B provide 20 of the 39 required affordable units. Heritage Unit 5B on the Heritage Remainder Tentative Map provides 8 affordable units for a total of 28 for the entire 162 acre Russell property. The balance of required affordable units for the single family requirement (11) shall be provided in the R-15 development. Affordable units must be provided within each land use category or as required per Development Regulation 3.12.

23. 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.

24. 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.

25. 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.

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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. 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 and/or collector, to the nearest signal/crosswalk.

29. The applicant must comply with the requirements of the SLSP Nexus Study.

30. 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.

31. 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.

32. In accordance with Fish and Game Code Section 1900 et.seq, DFG shall be given a minimum of 10-day notice prior to site grading or development to allow for salvage of any San Joaquin saltbush plant materials (MM 4.5-1).

33. 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.

34. Final lots that have "second units" will be identified in conjunction with the required review of architectural plans and elevations .

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35. Approval of a final map requires that all lots shall have a building unit allocation (BUA) assigned or carry a deed restriction prohibiting issuance of a building permit until said lot(s) have BUAs assigned. Lot J is exempt from the BUA Ordinance and may be developed at an R-15 density of 8.22 acres resulting in 123 units, excluding density bonuses.

36. 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]).

37. 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.

38. 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 (MM 4.13-18).

39. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP page 7-4 [Reg. 7.4]).

40. 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.

41. Provisions in the CC&Rs 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. This provision shall be enforced through mechanisms established in the CC&Rs.

42. 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.

43. 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 first final map approval on the property.

44. 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.

45. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, 6.31 and 6.45.

46. Where greenbelts and/or subdivision trails cross streets (i.e. Post Drive and Bank Drive), enhanced 10'crosswalks (e.g. decorative stamped concrete) shall be installed. See Public Works Conditions of Approval for additional conditions on these decorative features.

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47. Decorative features, including landscaping and structures, using the same theme as the Neighborhood entryway features shall be provided on the roundabout.

48. 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.

49. Street Trees for Promenade Drive and Post Drive shall be approved by the City and shall have a continuous Street Tree theme that meets the intent of Design Standard 6.3.1.

50. For the purposes of meeting the affordable housing requirement for the Heritage Remainder Area project, staff recommends a combination of the use of in-lieu fee/transfer option and finds it consistent with the Spring Lake Specific Plan, Affordable Housing Plan and the City's Affordable Housing Ordinance for the R-15 affordable housing unit cluster project proposed at the southeast corner of the project site, and for the 11 affordable housing units proposed for transfer to the R-15 site. This approval is based on the following principles: 1) that while the Specific Plan specifically allows for affordable housing to be provided in clusters, alternative housing options should be made available throughout the SLSP; and 2) that the SLSP has a policy within these zones and permits the relocation of the affordable units off-site and/or use of in-lieu fees. As an additional benefit, the in-lieu funds will support the feasibility of pending affordable housing projects. With this condition, the affordable cluster housing area at the southeast corner shall be relotted to R-3 lots subject to staff approval, or can remain as a market rate cluster, if it is demonstrated that the R-3 cannot be relotted (due to design or other considerations).

Final Map and Improvement Plans:

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

52. The tentative map shall be revised as required by conditions of approval and resubmitted for approval.

53. The unit boundaries shown on the tentative map do not match the Illustration of Phasing 10/17/05 submittal. The tentative map should be revised to accurately reflect the unit boundaries.

54. The tentative map streets should include earlier naming designations in parentheses, e.g. "(Collector 1)". A revised tentative map showing approved street names along with prior designations should be submitted for approval.

55. Post Drive should be changed to Meikle for consistency. Naming convention precludes changing the name of a through street.

56. All street names shall be approved by the City of Woodland Fire, Public Works and Community Development Departments prior to final map approval.

57. The first final map submitted with Heritage Parkway frontage shall clearly show revised corner geometrics at Post Drive and the right-of-way (ROW) to be abandoned with the map (correcting ROW discrepancy shown on Final Map No. 4650 at this location).

58. Final maps with frontage along County Road (CR) 102 shall indicate a relinquishment of access rights onto CR 102 with the exception of Lot "O" which may have pedestrian access only.

59. Final maps with frontage on public open-space including greenbelts and parks shall identify a relinquishment of access rights onto the public open-space.

60. Final maps with frontage on Heritage Parkway shall indicate a relinquishment of access rights onto Heritage Parkway.

61. Final maps with frontage on CR 25A shall indicate a relinquishment of access rights onto CR 25A.

62. The final map which includes the intersection of CR 102 and CR 25A shall show a reservation of easement for a Spring Lake Gateway Entry Feature to be acquired from the Applicant with Spring Lake Community Facilities District funds.

63. Prior to approval of a final map, Applicant shall secure rights-of-way, and encroachment permits necessary to construct improvements associated with that final map.

64. Except where not possible or practical, right-of-way dedications shall be accomplished by final map.

65. Where improvements are constructed by Applicant which improvements benefit parties other than the Applicant, an appropriate reimbursement agreement may be drafted. The need for and terms of the reimbursement agreement shall be approved by the City Engineer.

66. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to approval of a final map on Applicant's property, Applicant shall pay a proportionate share of the costs of said improvements.

67. Prior to approval of a final map by City Council, the applicant shall pay all fees due at final map approval.

68. Prior to issuance of a building permit, the applicant shall pay all development impact fees, Spring Lake Infrastructure fees and any fees identified in the Development Agreement as due at building permit.

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Street Improvements:

69. All proposed roads within the subdivision shall comply with the most recent updated version of the City of Woodland Standard Specifications & Details (February 2002) and any Addenda except as specified in the adopted Spring Lake Specific Plan and conditions set forth below.

70. Roadway geometrics and improvements including street cross sections, median design and placement, intersection geometrics, roundabout and bulbout details shall be approved by the City Engineer prior to submittal of each improvement plan and/or final map. Revisions may require changes to lotting layouts to accommodate designs.

71. Prior to submittal of improvement plans, a traffic-calming plan for the tentative map area shall be submitted to the City Engineer for review and approval.

72. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.

73. Construction of intersections requiring future signalization shall include the construction of underground portions of future traffic signals and the portions of above ground improvements as determined necessary by the City Engineer at the time of subdivision improvement plans.

74. A comprehensive signing and striping plan is required and shall be approved by the City Engineer. All signing and striping shall be in accordance with the City of Woodland Standard Specifications & Details (2002).

75. Prior to final map approval, the Applicant shall pay public transit fee of $208.00 per DUE. Prior to final map approval, Applicant shall also pay a pro-rata share (based on DUE's) of operations and maintenance shortfall costs as determined by the City per the development agreement.

76. Improvement plans shall comply with the approved SLSP Transit Plan.

Pioneer Avenue:

77. Unless constructed by others, or otherwise approved by the City Engineer, upon approval of the first final map that triggers the 1000th DUE in the SLSP planning area (for properties east of Highway 113), the applicant shall widen Pioneer Avenue (southbound lanes) to full width from East Gibson Road to Collector 4 intersection. This construction shall be at Applicant's expense subject to reimbursement from the financing district.

78. The intersection of Pioneer Avenue and Collector 4/High School egress shall include construction of signal improvements. Unless constructed by others or otherwise approved

by the City Engineer, at the time of the first final map which triggers the 725th DUE, the signal shall be constructed at applicant's expense subject to reimbursement from the financing district.

79. Unless constructed by others, or otherwise approved by the Fire Chief and City Engineer, upon approval of the first final map that triggers the 1000th DUE in the SLSP planning area (for properties east of Highway 113), the applicant shall construct Pioneer Avenue south of Farmer's Central Road with two paved 12-foot travel lanes with 4-foot paved shoulders for access to the fire station. This construction shall be at Applicant's expense subject to reimbursement from the financing district.

80. If Pioneer Avenue is not ready to be constructed by the final map triggering the 1000th DUE, Applicant shall, unless otherwise approved by the Fire Chief and City Engineer, construct interim access from the fire station to County Road 101 for operational and emergency vehicle access to the west. The interim construction shall consist of two paved 12-foot lanes with 4-foot paved shoulders each side. The interim connection to CR 101 requires partial improvements (two 12-foot paved travel lanes with 4-foot paved shoulders) of Farmers Central Road between Pioneer Avenue and CR 101 to provide access between the fire station Pioneer Avenue to the north. These improvements shall be constructed at the Applicant's expense subject to reimbursement from the financing district.

Farmer's Central Road:

81. A traffic signal at the intersection of Farmer's Central Road/Meikle Avenue (Collector 1) intersection shall be constructed by the first final map which triggers the 1400th DUE in the SLSP area east of Highway 113. If not constructed by others, the signal shall be constructed at the Applicant's expense subject to reimbursement from the financing district.

82. If an interim access from the fire station to County Road 101 is constructed, applicant shall improve Farmers Central Road between County Road 101 and Pioneer Avenue to include two paved 12-foot travel lanes

Gibson Road Improvements:

83. Applicant shall fund their prorated share of costs for the installation of frontage and landscape improvements along the south side of the roadway from Pioneer Ave. to SR 113. Costs shall be shared among Backbone Infrastructure Package 'B' participants, and may require some reimbursement from future property owners. Pro-rated shortfall amounts shall be determined by the Finance Director and may be based on BUA equivalent percentages. If not included in Package B, Applicant shall contract for design of improvements prior to approval of first final map.

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County Road (CR) 25A:

84. A final map on proposed Heritage Park Unit 3 shall trigger partial improvements of CR 25A from Promenade Drive to CR 102. Partial improvements shall consist of two 12-foot paved travel lanes with 4-foot paved shoulders on either side. This construction shall be at Applicant's expense subject to reimbursement from the financing district.

85. Final maps without CR 25A frontage but which trigger improvements to CR 25A for traffic circulation (as an alternative to the construction of Banks Drive and/or Marsten Drive west of the tentative map) shall construct partial improvements of CR 25A. Partial improvements shall consist of two 12-foot paved travel lanes with 4-foot paved shoulders on either side. This construction shall be at Applicant's expense subject to reimbursement from the financing district. Partial improvements may also include the installation of drainage facilities to serve properties to the west if design dictates placement of the drainage facilities within the partial street section.

86. A final map on proposed Heritage Unit 5A with units south of Banks Drive shall trigger full-width road improvement of CR 25A along the projected frontage of the final map. This construction shall be at Applicant's expense subject to reimbursement from the financing district.

87. Improvements to the intersection of CR 25A and CR 102 shall include the installation of underground facilities to accommodate the future signal and above ground facilities as necessary to accommodate the future signal as determined necessary by the City Engineer at time of improvement plans. This construction shall be at Applicant's expense subject to reimbursement from the financing district.

88. Final maps on proposed Heritage Unit 6 shall trigger the installation of the urban forest along CR 25A from the western boundary of the tentative map to CR 102.

89. The first final map on proposed Heritage Unit 8 shall trigger full-width road, landscaping and drainage improvements on CR 25A from the western boundary of the tentative map to CR 102.

90. Final maps on proposed Heritage Unit 6 shall trigger the installation of the urban forest along CR 25A from the western boundary of the tentative map to CR 102.

91. Revised tentative map shall add radius callouts to the centerline west of Post Drive; radii to be approved by City Engineer.

Heritage Parkway:

92. If not funded and secured through another financing mechanism, Applicant shall construct full-width improvements of Heritage Parkway from its current terminus to Pioneer Avenue. The temporary turnaround located at the northwest corner of the proposed tentative map shall be removed and the easement abandoned with the extension of Heritage Parkway to the west

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of the project. This construction shall be at Applicant's expense subject to reimbursement from the financing district. If full-width right-of-way cannot be obtained, portions of interim/temporary roadway that must be removed for future median installation shall be a direct development cost and not reimbursable from the SLIF.

93. No parking shall be allowed on Heritage Parkway.

94. Final maps with frontage on Heritage Parkway shall indicate a relinquishment of access rights onto Heritage Parkway.

<u>County Road (CR) 102:</u>

95. If not already funded and secured through another financing mechanism used to fund SLIF improvements, a final map on proposed Heritage Park Unit 3 or Heritage Unit 5A shall construct street improvements and landscaping, including a masonry soundwall, on the west side of CR 102 along the projected frontage of the entire phasing unit shown on the tentative map. This construction shall be at Applicant's expense subject to reimbursement from the financing district.

96. Improvements to the intersection of CR 25A and CR 102 shall include the installation of underground facilities to accommodate the future signal and above ground facilities as necessary, up to and including signal construction, as determined necessary by the City Engineer at time of improvement plans. This construction shall be at Applicant's expense subject to reimbursement from the financing district per the terms of the project-level Development Agreement.

97. No parking shall be allowed on CR 102.

98. Final maps with frontage along County Road (CR) 102 shall indicate a relinquishment of access rights onto CR 102 with the exception of Lot "O" which may have pedestrian access only.

99. If Lot "O" is to serve as an overland drainage release outlet onto CR 102, drainage outlet details shall be shown on improvement plans for approval by the City Engineer.

<u>Promenade Drive:</u>

100. Final maps on the east side of the tentative map shall construct full-width improvements of Promenade Drive, including landscaping, for their projected frontage.

101. The first final map on proposed phasing unit Heritage Park Unit 3 or Heritage Unit 5A shall trigger a roadway connection on Promenade Drive from its current terminus to CR 25A. This roadway connection shall accommodate two 12-foot travel lanes with four-foot paved shoulders.

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Post Drive (Meikle):

102. Each final map with frontage on Post Drive shall trigger full-width improvements of Post Drive including landscaping on both sides along the projected frontage of the final map.

103. If Marsten Drive and a second access to Heritage Parkway to the west of the tentative map are not constructed at the time of the first final map with lots south of Muller Drive or development of the park, R-15 or school site as other than a school, then Post Drive shall be improved with a connection to CR 25A or to Banks Drive as a secondary access. This roadway connection shall accommodate two 12-foot travel lanes with 4-foot shoulders.

104. If not already constructed, the first final map in proposed Heritage Unit 8 of the tentative map shall trigger full-width improvements, including landscaping both sides, of Post Drive from the northern edge of the round-about at Marsten Drive (if not already constructed) to County Road 25A.

Marsten Drive:

105. The first final map with units south of Muller Drive or development of the R-15, school or park sites shall trigger full-width construction of Marsten Drive including landscaping and greenbelt construction to the back on walk on the south side of Marsten.

Banks Drive:

106. Banks Drive construction shall be triggered by the first final map in Heritage Unit 6, as identified on the tentative map. Full-width improvements including landscaping on both sides shall be constructed along the projected frontage of any final map within Heritage Unit 6.

107. Improvements of two 12-foot travel lanes with four-foot shoulders may be constructed for roadway connections triggered by final maps without frontage.

108. If Marsten Drive and a second access to Heritage Parkway to the west of the tentative map are not constructed at the time of the first final map with lots south of Muller Drive or development of the park, R-15 or school site as other than a school, then Post Drive and Banks Drive may be improved as an alternative to CR 25A for secondary vehicular access. This improvement shall include as a minimum two 12-foot travel lanes and 4-foot paved shoulders on each side.

Private Drive off Comacho serving Cluster Development:

109. Additional frontage along Comacho Street shall be required to meet minimum access and site circulation criteria for the cluster development in the southeast corner of the proposed tentative map. This may include conversion or merger of an adjacent lot into the cluster area. Access, circulation and roadway geometrics of the cluster shall be revised as

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necessary to meet the approval of the City Fire Chief; the City Engineer and the Community Development Director.

110. The cluster shall require a minimum of eight (8) parking spaces provided on-street or in a parking lot.

111. If the cross section (width) for the access road is less than the cross section for a local road as defined in the Spring Lake Specific Plan, the access road and parking lot shall be private and shall be subject to a Home Owner's Association (HOA) or similar mechanism for private maintenance and management.

112. Utility easements shall be defined on the final map. Utilities and related structures not maintained by the City shall be managed through an HOA or similar mechanism approved by the City Engineer.

Subdivision Trail north of Banks Drive:

113. The subdivision trail north of Banks Drive on the east side of the school shall be constructed with the first final map on proposed Heritage Unit 6.

Storm Drainage and Site Grading:

114. The grading and drainage plans submitted with the tentative map which show 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 plans shall occur with subdivision improvement plans based on the requirements set forth in these Conditions of Approval. If the interim use of this site for drainage is allowed, it will be required to have joint recreational use in the form of temporary sports fields and will be allowed for a limited period of time, not to exceed five years.

115. A comprehensive storm drainage plan for the tentative map area shall be prepared by a registered civil engineer and submitted to the City Engineer for review and approval prior to submittal of the first final map and/or improvement plans.

116. The tentative map area storm drainage 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, SLSP Infrastructure Study Report 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 tentative map storm drainage plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking.

117. 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; the need for and terms of reimbursement agreements shall be determined by the City Engineer.

118. 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 Standard Specifications and Details (2002) for additional requirements.

119. 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.

120. If included in the tentative map area drainage plan and if the design is approved by the City Engineer, interim drainage of CR 25A may consist of roadside swales enhanced with native planting to provide water quality treatment and sediment control. If approved, the roadside swales shall be allowed to temporarily drain to the offsite agricultural interceptor ditch prior to construction of the proposed East Regional Detention Pond south inlet channel to be located on the City Regional Park site east of CR 102. This would be an interim solution until full-width construction of CR 25A is required.

121. If not already funded through other financing mechanisms used to fund SLIF improvements, full-width improvements to CR 25 shall include installation of storm drainage pipes sized to convey storm drainage from properties west of the project. This construction shall be at Applicant's expense subject to reimbursement from the financing district as set forth in the Development Agreement. At the discretion of the City Engineer, the drainage pipes may be temporarily plugged until storm drainage pipes from Heritage Unit 8 or properties west of the project are connected, if approved by the City Engineer,

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interim roadside drainage may continue to be conveyed via roadside swales until the storm drainage pipes are actively used.

122. If not already funded through other financing mechanisms used to fund SLIF improvements, applicant shall fund the design and construction of the East Regional Detention Pond south inlet channel. The inlet channel construction shall be coordinated to accommodate active use of storm drainage pipes in County Road 25. This construction shall be at Applicant's expense subject to reimbursement from the financing district as set forth in the Development Agreement.

123. 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.

124. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

125. 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.

126. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board prior to commencement of grading.

127. Applications/projects disturbing less than one acre of soil shall implement construction BMPs to prevent and minimize erosion during the construction phase. The improvement plans for construction of less that 1 acre shall include BMPs to be approved by the City Engineer.

128. Construction materials for storm drainpipes shall be pre-cast rubber-gasket reinforced concrete pipe in accordance with City Standard Specifications.

129. 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.

130. 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.

131. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

132. 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.

133. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board prior to commencement of grading.

134. Applications/projects disturbing less than one acre of soil shall implement construction BMPs to prevent and minimize erosion during the construction phase. The improvement plans for construction of less that 1 acre shall include BMPs to be approved by the City Engineer.

135. Construction materials for storm drainpipes shall be pre-cast rubber-gasket reinforced concrete pipe in accordance with City Standard Specifications.

136. 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.

137. 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.

<u>Wastewater and Sewer Collection System:</u>

138. The sanitary sewer plans submitted with the tentative map 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.

139. A comprehensive sanitary sewer collection system plan for the tentative map shall be submitted for approval by the City Engineer prior to submittal of a final map and/or construction drawings for checking. A registered civil engineer for the project shall prepare the sewer collection system plan. The plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. The applicant shall pay the cost associated with all improvements required by the plan.

140. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland Standard Specifications and Details.

141. 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.

142. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.

143. Reference the City of Woodland Standard Specifications and Details for additional requirements.

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Water Infrastructure Conditions:

144. The utility plan submitted with the tentative map showing water routing, sizing and locations, is preliminary only and approval of the tentative map does not constitute approval of the utility plan. Final approval of water facilities shall occur with the final improvements based on the requirements set forth in these conditions of approval.

145. Prior to approval of the first final map, a comprehensive water system plan shall be prepared by a registered civil engineer for project, and shall be submitted to the City Engineer for review and approval. The plan shall include final sizing and location of 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 plan area.

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.

146. Prior to submission of improvement plans and final map, applicant shall fund a water distribution study to determine the water system facilities necessary to serve the tentative map. 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.

147. All materials and installation of the water system shall be at the applicant's expense per City of Woodland Standard Specifications and Details.

148. If required, per the Subdivision Map Act, project Applicant shall obtain a Water Verification (WV) prior to approval of Final Map. Verification shall the following conditions:

a. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier.

b. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.

c. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law.

d. 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.

149. 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.

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150. The applicant shall identify proposed locations of water sampling stations to comply with City of Woodland Standard Specifications and Details.

151. 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.

152. 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.

153. Applicant shall pay all required fees for processing final maps and improvement plans. Dependent on resources, it may be necessary to outsource public improvement plan review and inspection services. If required at final map and improvement plan submittal, the Applicant shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.

154. 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.

155. 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.

156. When a median strip is to be installed in the center of a street; the fire hydrant will be spaced not more that 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.

General Public Works Conditions:

157. 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.

158. 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 Standard Specifications and Details for additional requirements.

159. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.

160. Applicant shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this project.

161. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.

162. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

163. 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.

164. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the Final Map and improvement plans.

165. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the policies, ordinances, and programs of the City of Woodland and the utility providers.

166. Street lighting location plans shall be submitted and approved by the Department of Public Works, prior to approval of improvement plans and final recordation of Map.

167. 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.

168. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) necessary to safely serve the subdivision have been accepted by the City Engineer as substantially complete and the unit has been issued a Certificate of Occupancy by the Chief Building Official. The City Engineer shall be the sole judge as to whether the on-site and off-site improvements are substantially complete and operational to safely serve the subdivision prior to issuance of a Certificate of Occupancy by the Chief Building Official. Applicants and or owners shall inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.

169. If relocation of existing facilities is deemed necessary, the applicant shall perform the

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relocation, at the applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.

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

171. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

172. 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.

173. A seven foot (7') 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.

174. Prior to approval of a final map or improvement plans, Owner shall acquire all rights-of-way, easements and encroachment permits necessary to construct offsite and onsite improvements required by the final map.

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

176. The project is located within the boundaries of the Spring Lake Landscape & Lighting District (LLD) and is required to pay its fair share of maintenance and operation of landscaping and lighting facilities identified in the Engineer's Report for the LLD.

177. Applicants of multi-family residential, commercial and industrial projects shall provide refuse enclosure details showing bin locations and recycling facilities to the approval of the Public Works Department per the SLSP and SLSP Design Guidelines.

178. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.

179. 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.

180. Proposed street names shall be submitted to the City of Woodland Fire Department for approval.

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181. Conform to County Health regulations and requirements for the abandonment of any onsite septic tanks and/or water wells. Copies of completed permits shall be provided to the City of Woodland.

182. Encroachment permits, if necessary, shall be acquired from Yolo County.

183. 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.

184. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.

Fire Department:

185. It is the preference of the Woodland Fire Department that fire hydrants shall be located at corners and intersections whenever practical for ease of access to firefighting operations.

Police Department:

186. The following shall apply to Lots A1-A8:

a. The concept of "affordable clusters" from a crime prevention standpoint we generally favor clusters that provide great visibility and much interaction among the residents. Open, well lit areas shared by the units are very desirable. The current lot layout creates back sides which are often garages are parking areas. Our preference for these areas is to encourage very short, straight shared drives off of main access routes that provide full circulation. This allows officers in cars to view the drive while on patrol, without having to drive in and out (which seldom happens). Also, for safety reasons, we do not like long - narrow drives where officers responding to calls have to pull in, and then "back out."

b. For the garage side (only access) of the residence we recommend short fences or fencing of some type which allows for natural observation. This approach encourages a sense of community in the neighborhood, which gives a shared sense of responsibility to the adjacent properties. Eyes on the street are important, most often a crime is committed by individuals who know the area.

c. Photometric data must be provided to indicate that the parking area will be equipped with the required minimum safety illumination. The current standard is one foot-candle per square foot of parking surface.

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NO FEE DOCUMENT per Government Code 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attention: City Clerk

YOLO Recorder's Office
Freddie Oakley, County Recorder
DOC- 2006-0016191-00
Acct 119-Woodland City
Tuesday, APR 25, 2006 11:47:00
Ttl Pd $0.00 Nbr-0000637869
VRB/R6/1-6

MEMORANDUM OF AGREEMENT
Russell Ranch Development Agreement Ordinance No. 1453

This Memorandum of Agreement is made and entered into by and between Russell Ranch Development, a Limited Liability Company ("Developer"), and the CITY OF WOODLAND ("City"), a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

City and Developer hereby agree to be bound by all of the terms and conditions contained in the "Development Agreement Ordinance No. 1453 Between City of Woodland and Russell Ranch Development, LLC" dated 1/6/2006, the terms and conditions of which are made a part hereof as through fully set forth herein, and which Agreement controls the use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Legal Description attached hereto as Attachment 1

Executed on this 17 day of January, 2006, at Woodland, Yolo County, California.

Russell Ranch Development, Inc.,
A California Corporation

By: [signature]
Melanie Mathews,
Its: President

By: [signature]
J. David Taormino,
Its: Vice President

CONFORMED COPY
NOT COMPARED
WITH ORIGINAL

SACRAMENTO\AMS\12094.1

CITY OF WOODLAND

By: Matthew Rexroad
MATT REXROAD,
Mayor

ATTEST:

Sue Vannucci
SUE VANNUCCI, City Clerk
City of Woodland

APPROVED AS TO FORM:

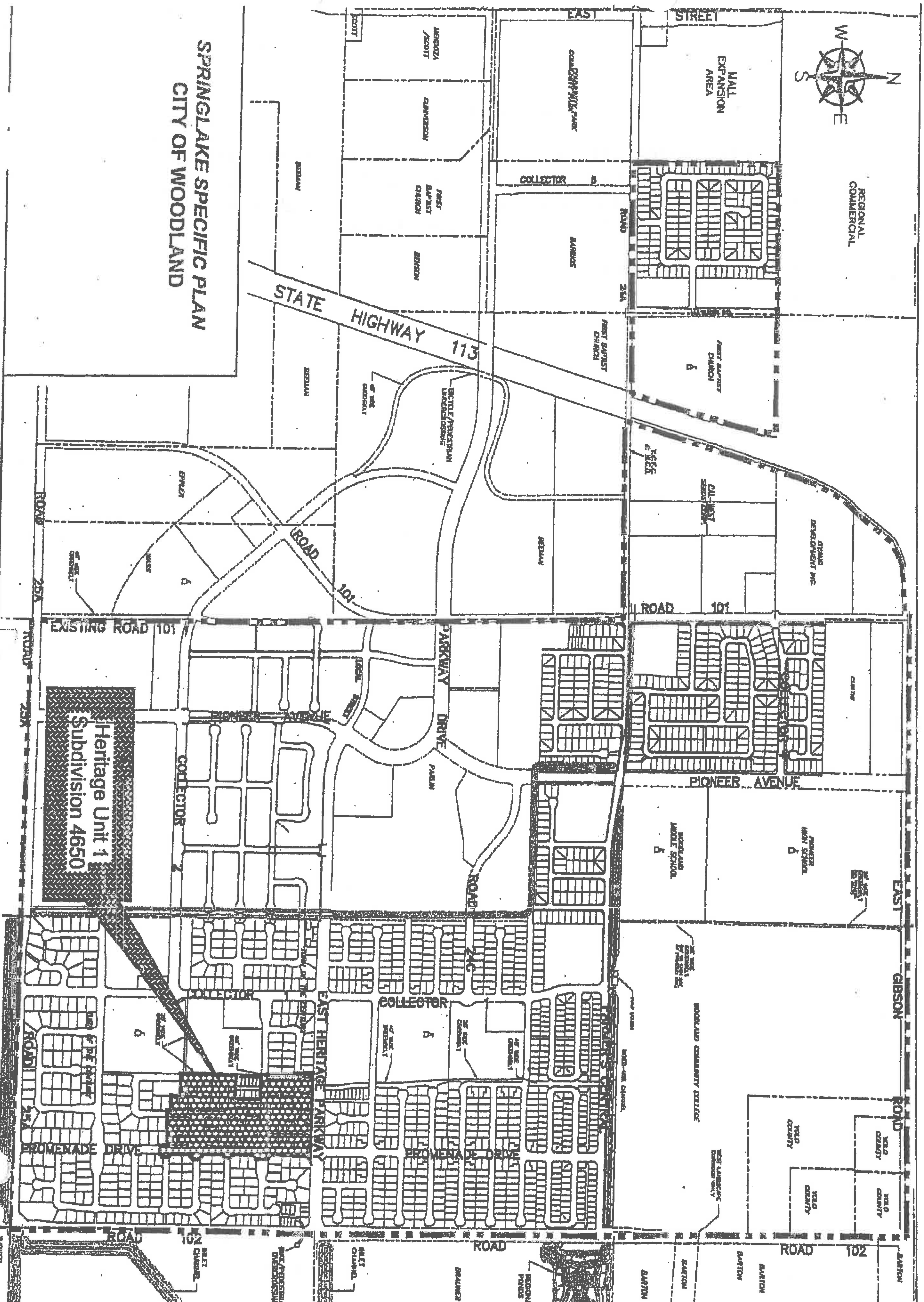
Ann M. Siprelle
ANN M. SIPRELLE, City Attorney

SACRAMENTO\AMS\12094.1

ATTACHMENT 1

BEING ALL OF DESIGNATED REMAINDER AS SHOWN ON SUBDIVISION MAP NO. 4650. FILED IN THE OFFICE OF THE YOLO COUNTY RECORDER, IN BOOK OF MAPS, AT PAGES 115-120 & BEING A PORTION OF THE EAST HALF OF SECTION 10, T. 9N., R.2E., M.D.B.&M.

ASSESSOR'S PARCEL NUMBER: 042-030-14


SPRINGLAKE SPECIFIC PLAN
CITY OF WOODLAND
EAST STREET
MALL EXPANSION AREA
REGIONAL COMMERCIAL
N
S
E
W
COLLECTOR
ROAD 24A
STATE HIGHWAY 113
ROAD 101
EXISTING ROAD 101
ROAD 25A
PIONEER AVENUE
PARKWAY DRIVE
COLLECTOR
COLLECTOR 2
Heritage Unit 1
Subdivision 4650
ROAD 24C
EAST HERITAGE PARKWAY
PROMENADE DRIVE
ROAD 102
EAST GIBSON ROAD

State of California)
) ss.
County of Yolo)

On January 17, 2006 before me, Paul D. Yturriaga, personally appeared J. David Taormina, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

PAUL D. YTURRIAGO
COMM. #1555587
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Comm. Expires Feb. 27, 2009

Paul D. Yturriaga
NOTARY PUBLIC

State of California)
) ss.
County of Yolo)

On 3/2/06 before me, Paul D. Yturriaga personally appeared Melanie Mathews, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

PAUL D. YTURRIAGO
COMM. #1555587
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Comm. Expires Feb. 27, 2009

Paul D. Yturriaga
NOTARY PUBLIC

SACRAMENTO\AMS\12094.1

State of California)
) ss.
County of Yolo)

On April 18, 2006 before me, Susan L Vannucci, Notary Public, personally appeared Matthew J. Rexroad, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SUSAN L. VANNUCCI
Commission # 1643304
Notary Public — California
Yolo County
My Comm. Expires Mar 2, 2010

Susan L. Vannucci
NOTARY PUBLIC

SUSAN L. VANNUCCI
Commission # 1643304
Notary Public — California
Yolo County
My Comm. Expires Mar 2, 2010

State of California)
) ss.
County of Yolo)

On ____________________ before me, ________________________, personally appeared ____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Yolo } ss.

On April 18, 2006 before me, Susan L. Vannucci,
Date ~~Name and Title of Officer (e.g., "Jane Doe, Notary Public")~~

personally appeared Matthew J. Rexroad,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

SUSAN L. VANNUCCI
Commission # 1643304
Notary Public — California
Yolo County
My Comm. Expires Mar 2, 2010

to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Susan L. Vannucci
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agr. btw. City and Russell Ranch Dev. Inc.

Document Date: April 18, 2006 Number of Pages: 030

Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer

Signer's Name: ______

☐ Individual
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ______

Signer Is Representing: ______

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

EXHIBIT 2

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. _______ BETWEEN CITY OF WOODLAND AND TURN OF THE CENTURY, LLC

This First Amendment to Development Agreement (hereinafter "Amendment") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and between the City of Woodland, a California general law city (hereinafter "CITY") and Turn of the Century, LLC (hereinafter "OWNER") pursuant to Government Code section 65864 *et seq.* and in light of the following recitals:

RECITALS

WHEREAS, CITY and Russell Ranch Development Inc. previously entered into that certain Development Agreement ("Agreement") as adopted by the City Council on November 7, 2005 and pursuant to Government Code section 65864 *et seq.* for the development of a certain project described in the Agreement ("Project"); and

WHEREAS, Russell Ranch Development Inc. has assigned the Development Agreement to OWNER, and CITY and OWNER now wish to amend the Agreement in order to provide for the development of approximately 68 acres of the original Property (the "Premises," as further described in **Exhibit 1**, attached hereto and incorporated herein), with Yolo County Assessor Parcel Numbers 042-030-042-000 and 042-030-029-000, and to update the Agreement to provide for new conditions of approval; and

WHEREAS, the Agreement may be amended pursuant to Section 2.5 of the Agreement and Government Code section 65868; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Agreement and the changes to the Project pursuant to this Amendment, 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, the City Council finds that this Amendment and the project are consistent with the Woodland General Plan and the Spring Lake Specific Plan, as amended by separate action of the City Council; 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, the Planning Commission and the City Council of the City of Woodland have held noticed public hearings concerning this Amendment following mailing and publication of notice pursuant to Government Code sections 65090, 65091, 65868, and 65868.

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 sufficiency of which is hereby acknowledged, CITY and OWNER agree to amend the Agreement as follows:

1. Effective Date. This Amendment shall become effective on the date on which all of the following are true: (i) this Amendment has been executed by Owner's duly authorized officers and officials and delivered to CITY; (ii) this Amendment has been approved by ordinance of the City Council of the CITY and such ordinance has become effective; (iii) this Amendment has been duly executed by the Mayor and delivered to OWNER; and (iv) the Amendment has been recorded with Yolo County (the "Effective Date").

2. Amendment of Section 2.7. Section 2.7 of the Agreement concerning Notice is hereby amended to change the name of the City Manager to Paul Navazio and to change the name and recipient of the City's copy to Kara K. Ueda Best Best & Krieger LLP, 500 Capitol Mall, Suite 1700, Sacramento, CA 95814.

3. Amendment of Section 4.12. Section 4.12 of the Agreement concerning Inclusionary Housing Agreement is hereby amended to read, in its entirety, as follows:

> 4.12 Inclusionary Housing Agreement. OWNER shall comply with the Spring Lake Specific Plan Affordable Housing Plan, as amended on June 17, 2014.

4. Amendment of Section 4.13. Section 4.13 of the Agreement is hereby amended to provide that the Spring Lake Off-Site Affordable Housing Fee shall be payable to the "City of Woodland" rather than the Redevelopment Agency of the City of Woodland.

5. Deletion of Section 4.20. Section 4.20 of the Agreement is hereby deleted.

6. Amendment of Exhibit "A" of the Agreement. Exhibit "A" of the Agreement is hereby amended to provide that the legal description of the Premises is as reflected in **Exhibit "1,"** attached hereto and incorporated by this reference.

7. Amendment of Exhibit "B" of the Agreement. Exhibit "B" of the Agreement is hereby amended to provide for a map of the Premises, as shown in **"Exhibit 2,"** attached hereto and incorporated by this reference

8. Amendment of Exhibit "C" of the Agreement. Exhibit C of the Agreement is hereby amended to provide for a Tentative Subdivision Map of the Premises, as shown in **"Exhibit 3,"** attached hereto and incorporated herein. No part of Vesting Tentative Subdivision Map No. 4784 shall be amended or changed that is not a part of the Premises.

9. Amendment of Exhibit "C" of the Agreement. Exhibit C of the Agreement is hereby amended to amend the findings and conditions of approval for the Premises. Exhibit "C" of the Agreement is hereby amended, as applied to the Premises, to read in full as set forth in the attached **Exhibit "4,"** attached hereto and incorporated by this reference.

10. Amendment to Exhibit "D," Existing Land Use Regulations. Exhibit "D," the Existing Land Use Regulations has been updated as set forth in the attached **Exhibit 5.**

11. Miscellaneous Provisions.

a. Recordation of Amendment. This Amendment shall be recorded with the County Recorder by the City Clerk within the period required by Government Code section 65868.5.

b. Severability. If any term, provision, covenant, or condition of this Amendment shall be determined invalid, void, or unenforceable, the remainder of this Amendment shall not affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Amendment.

c. Counterparts. This Amendment 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.

d. Authority to Execute. The person or persons executing this Amendment on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Amendment 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.

e. Integration. This Amendment, together with the Agreement, reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Amendment, the provisions of the Agreement shall govern the conduct of the parties. 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 Amendment. To the extent this Amendment conflicts with the Agreement, this Amendment supersedes such previous document. In all other respects, the parties reaffirm and ratify all other provisions of the Agreement.

f. Incorporation of Amendment. From and after the Effective Date of this Amendment, wherever the term "Agreement" or "Development Agreement" appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this Amendment.

g. Defined Terms. All initially capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

h. Waiver. Execution of this Amendment by CITY shall not be deemed a waiver of any rights held by CITY under the Agreement, nor of any obligations or breaches of the Agreement by OWNER, whether or not CITY is aware of any such breaches as of the Effective Date of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Development Agreement on the day and year set forth below.

EXHIBIT 1
LEGAL DESCRIPTION OF THE PREMISES

LEGAL DESCRIPTION

Real property in the City of Woodland , County of Yolo, State of California, described as follows:

PARCEL ONE:

PARCEL C OF THAT CERTAIN PARCEL MAP NO. 4912 "HERITAGE REMAINDER PARCEL MAP", FILED FOR RECORD ON DECEMBER 28, 2007 IN BOOK 2007 OF MAPS, PAGE 209, YOLO COUNTY RECORDS.

AND AS AMENDED BY THAT CERTIFICATE OF CORRECTION RECORDED JANUARY 05, 2012 AS INSTRUMENT NO. 20120000428 OF OFFICIAL RECORDS.

PARCEL TWO:

BEING A PORTION OF PARCEL "D" AS SHOWN ON PARCEL MAP NO. 4912, HERITAGE REMAINDER PARCEL MAP, RECORDED IN BOOK 2007 OF MAPS AT PAGE 209 IN THE OFFICE OF THE YOLO COUNTY RECORDER, DECEMBER 28, 2007, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "D", SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 102; THENCE THE FOLLOWING FORTY SEVEN (47) COURSES:
1) LEAVING SAID WESTERLY RIGHT-OF-WAY, THENCE NORTH 89 36' 53" WEST, 2641.97 FEET;
2) THENCE NORTH 00 55' 25" EAST, 654.00 FEET;
3) THENCE SOUTH 88 53' 35" EAST, 589.50 FEET;
4) THENCE NORTH 01 06' 25" EAST, 133.11 FEET;
5) THENCE NORTH 46 06' 25" EAST, 9.90 FEET;
6) THENCE NORTH 01 06' 25" EAST, 496.99 FEET;
7) THENCE NORTH 44 10' 34" WEST, 34.91 FEET;
8) THENCE NORTH 88 52' 24" WEST, 573.81 FEET;
9) THENCE NORTH 00 55' 25" EAST, 94.00 FEET;
10) THENCE SOUTH 88 52' 24" EAST, 548.90 FEET;
11) THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90 01' 11" A DISTANCE OF 78.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 46 07' 00" EAST, 70.72 FEET;
12) THENCE NORTH 01 06' 25" EAST, 399.99 FEET;
13) THENCE ALONG THE ARC OF A 24.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 72 00' 35" A DISTANCE OF 30.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 34 53' 52" WEST, 28.22 FEET;
14) THENCE NORTH 01 06' 25" EAST, 109.35 FEET;
15) THENCE ALONG THE ARC OF A 24.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 72 00' 35" A DISTANCE OF 30.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 37 06' 42" EAST, 28.22 FEET;
16) THENCE NORTH 01 06' 25" EAST, 115.82 FEET;

17) THENCE NORTH 04 07' 16" WEST, 76.82 FEET;
18) THENCE NORTH 01 06' 25" EAST, 195.16 FEET;
19) THENCE NORTH 02 48' 41" EAST, 100.86 FEET;
20) THENCE NORTH 01 06' 25" EAST, 83.44 FEET;
21) THENCE NORTH 43 53' 35" WEST 59.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HERITAGE PARKWAY;
22) THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF HERITAGE PARKWAY, SOUTH 88 53' 35" EAST, 13.97 FEET;
23) THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 43 53' 35" EAST, 35.00 FEET;
24) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 88 53' 35" EAST, 82.00 FEET,
25) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 46 06' 25" EAST, 35.00 FEET;
26) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 88 53' 35" EAST, 85.32 FEET;
27) THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY SOUTH 01 06' 25" WEST, 420.50 FEET;
28) THENCE SOUTH 88 53' 35" EAST, 515.83 FEET;
29) THENCE SOUTH 01 06' 25" WEST, 28.50 FEET;
30) THENCE SOUTH 88 53' 35" EAST, 8.74 FEET;
31) THENCE SOUTH 01 06' 25" WEST, 1269.10 FEET;
32) THENCE SOUTH 88 53' 35" EAST, 267.50 FEET;
33) THENCE NORTH 80 48' 47" EAST, 221.17 FEET;
34) THENCE NORTH 01 06' 25" EAST, 406.61 FEET;
35) THENCE SOUTH 88 53' 35" EAST, 118.08 FEET;
36) THENCE SOUTH 01 06' 25" WEST, 57.52 FEET;
37) THENCE SOUTH 88 53' 35" EAST, 76.00 FEET;
38) THENCE ALONG THE ARC OF A 24.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90 00' 00" A DISTANCE OF 37.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 46 06' 25" EAST, 33.94 FEET;
39) THENCE SOUTH 88 53' 35" EAST, 397.23 FEET;
40) THENCE ALONG THE ARC OF A 24.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90 00' 00" A DISTANCE OF 37.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 43 53' 35" EAST, 33.94 FEET;
41) THENCE SOUTH 88 53' 35" EAST, 54.00 FEET;
42) THENCE NORTH 01 06' 25" EAST, 14.67 FEET;
43) THENCE ALONG THE ARC OF A 34.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30 46' 41" A DISTANCE OF 18.26 FEET, SAID ARC BEING SUBTENDED BY CHORD WHICH BEARS NORTH 16 29' 46" EAST, 18.05 FEET;
44) THENCE ALONG THE ARC OF A 37.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11 01' 59" A DISTANCE OF 7.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 26 22' 07" EAST, 7.11 FEET;
45) THENCE SOUTH 88 53' 35" EAST, 88.50 FEET;
46) THENCE SOUTH 88 58' 49" EAST, 61.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 102;
47) THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 01 01' 11" WEST, 1303.95 FEET TO THE POINT OF BEGINNING.

AS DESCRIBED AS PARCEL D IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JUNE 12, 2008,INSTRUMENT NO. 2008-0018067, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THE PROPERTY DESCRIBED IN GRANT DEED TO WOODLAND JOINT UNIFIED SCHOOL DISTRICT, RECORDED JULY 27, 2010 AS INSTRUMENT 2010-0019938-00 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THE PROPERTY DESCRIBED IN THE GRANT DEED TO CITY OF WOODLAND, A MUNICIPAL CORPORATION, RECORDED DECEMBER 30, 2011 AS INSTRUMENT NO. 2011-0036411-00 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF WOODLAND, A MUNICIPAL CORPORATION, BY DEED RECORDED DECEMBER 13, 2012 AS INSTRUMENT NO. 2012-0041817-00 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM CENTENNIAL DRIVE, MIEKLE AVENUE AND MARSTON DRIVE AS SHOWN ON THE MAP OF SUBDIVISION NO. 5019, UNITS 4A & 4C MIEKLE LOTS, IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED APRIL 17, 2013 IN BOOK 2013, PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM LOTS 88, 89, 90, 91, 92 AND LOT A OF SUBDIVISION NO. 5019, UNITS 4A & 4C MIEKLE LOTS, IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED APRIL 17, 2013 IN BOOK 2013, PAGE 18OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

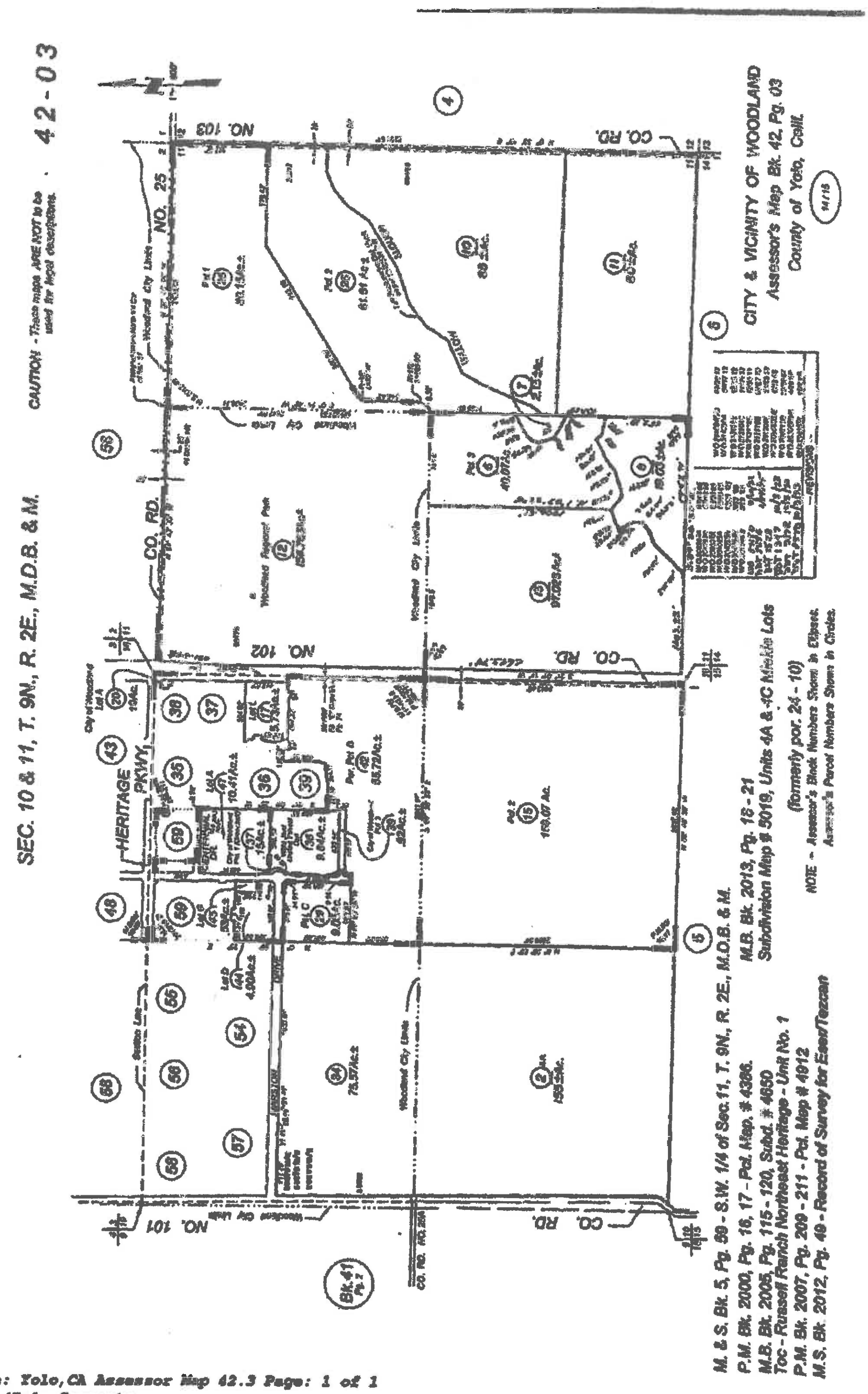
THE ABOVE DESCRIBED LAND BEING SHOWN AS REMAINDER OF SUBDIVISION NO. 5019, UNITS 4A & 4C MIEKLE LOTS, IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED APRIL 17, 2013 IN BOOK 2013, PAGE 18OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 042-030-029-000 and 042-030-042-000

EXHIBIT 2

MAP OF THE PREMISES

82093.0018B\8808077.2

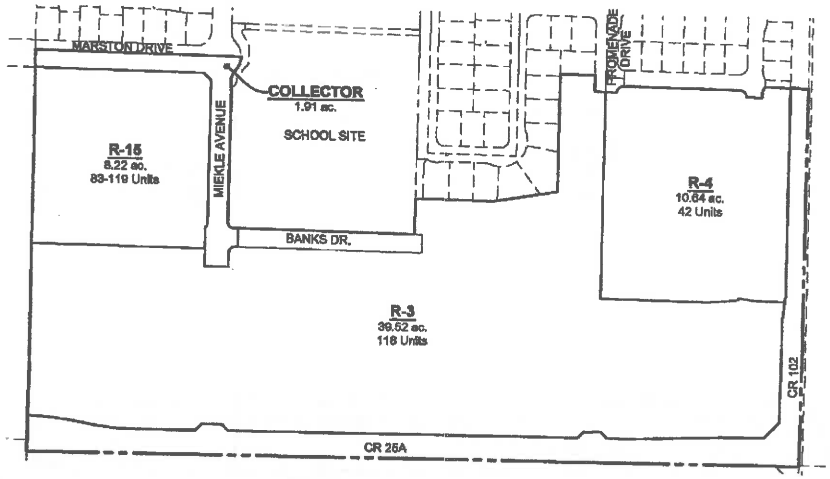


Description: Yolo,CA Assessor Map 42.3 Page: 1 of 1
Order: 620147ala Comment:

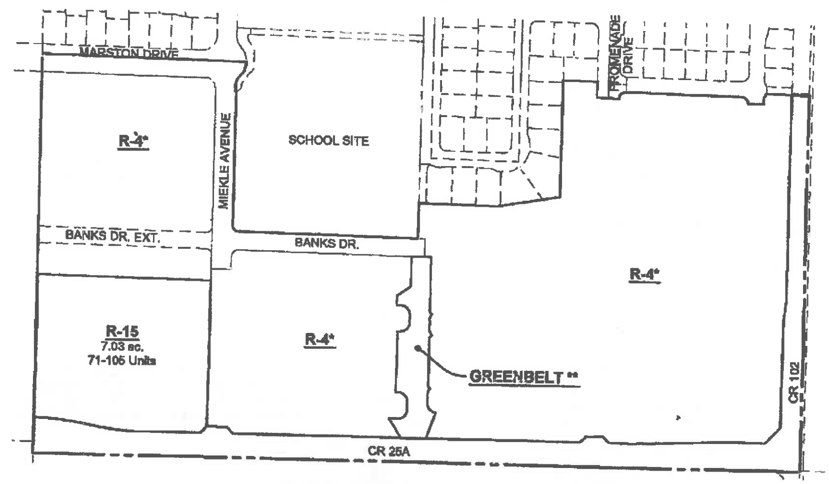
EXHIBIT 3

TENTATIVE SUBDIVISION MAP

82093.0018B\8808077.2



EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

* SEE TABLE BELOW FOR UNIT COUNT AND ACREAGE.
** GREENBELT ACREAGE (1.36± AC.) INCLUDED IN R-4.

LAND USE SUMMARY		EXISTING LAND USE AREA	EXISTING LAND USE TOTAL UNITS	EXISTING LAND USE DENSITY	PROPOSED LAND USE AREA	PROPOSED LAND USE TOTAL UNITS	PROPOSED LAND USE DENSITY	NET CHANGE AREA	NET CHANGE TOTAL UNITS
R-3	SINGLE-FAMILY RESIDENTIAL (3 du/ac)	39.52 ac.	118	3.00 du/ac.	0	0		<39.52>	<118>
R-4	SINGLE FAMILY RESIDENTIAL (4 du/ac)	10.64 ac.	42	3.95 du/ac.	53.55 ac.	212	3.96 du/ac.	+42.91	+170
R-15	MULTI-FAMILY RESIDENTAIL (10-15 du/ac)	8.22 ac.	83-119	10-15 du/ac.	7.03 ac.	71-105	10-15 du/ac.	<1.19>	<12-14>
COLLECTOR	MARSTON DRIVE AND MIEKLE AVENUE	1.91 ac.	0		0	0		<1.91>	0
		60.29 ac.	243-279		60.58 ac.	283-317		+0.29	40-38

0 200 400
SCALE: 1" = 400'

DESIGNED BY: –
DRAWN BY: AB/LE
CHECKED BY: SG
SCALE 1" = 400'

CECWEST.COM
Project Planning ■ Civil Engineering ■ Landscape Architecture
Sacramento Office ■ 2120 20th Street, Suite Three Sacramento, CA 95818 (916) 455-2026
Davis Office ■ 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 756-2026

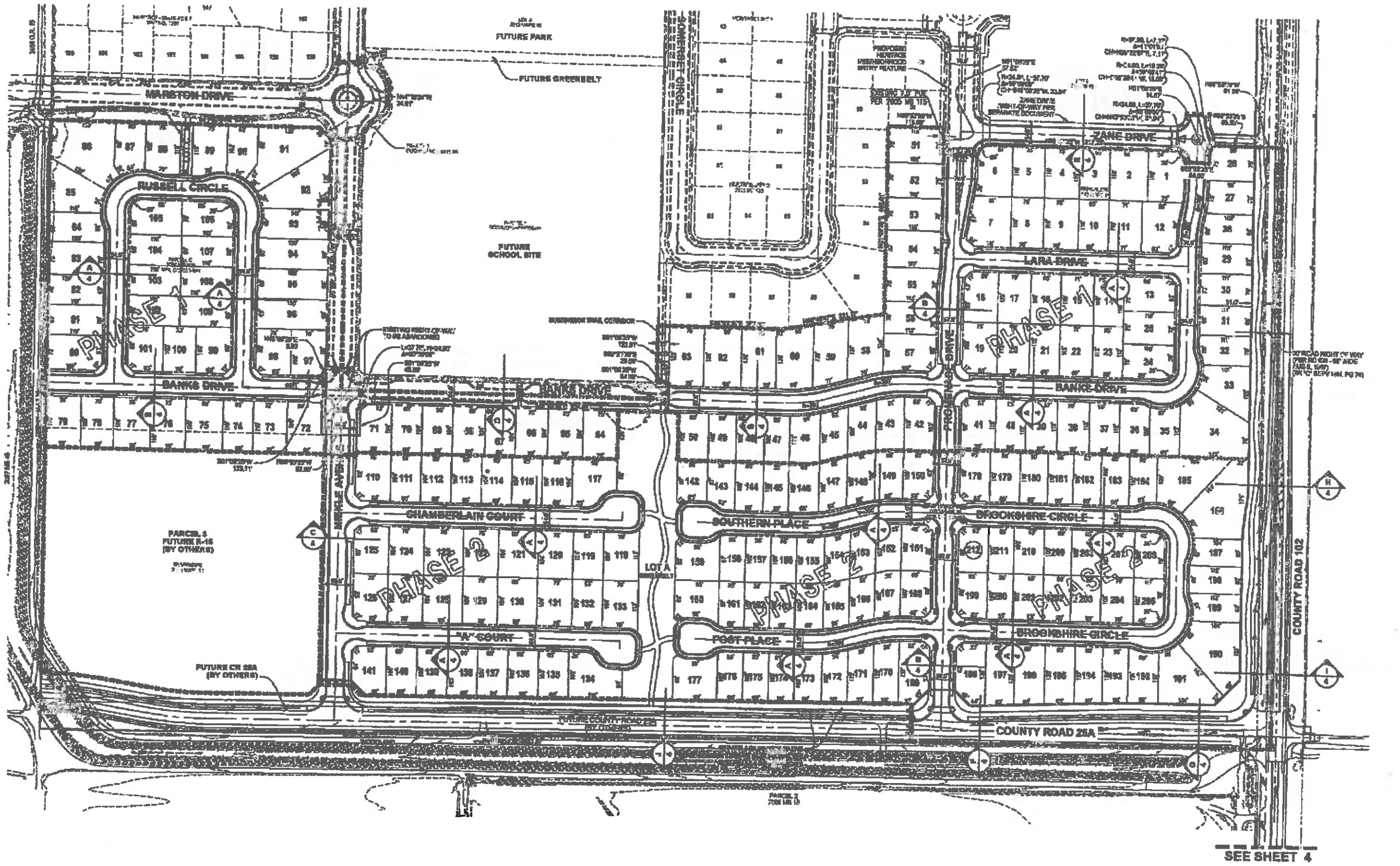
CITY OF WOODLAND

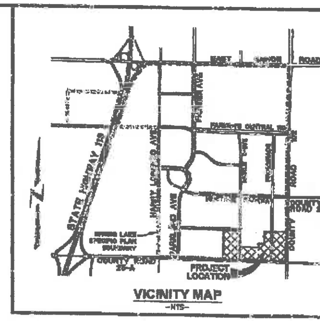
SPRING LAKE SPECIFIC PLAN
SPECIFIC PLAN AMENDMENT
HERITAGE REMAINDER

CALIFORNIA

SHEET 1 OF 1
DATE: 03/27/14
JOB NO: 477.90

S:\AutoCAD\400\477 SPRING LAKES – TDC\477-90 ADDITIONAL SERVICES\EXHIBITS\2013 HERITAGE REVISED SPA & GPA\477-90-C1-SLSP-AMND.dwg – SLSP 3/27/2014 – 3:10PM Plotted by: adam





GENERAL NOTES

OWNER / DEVELOPER:
TURN OF THE CENTURY, LLC
173 COURT STREET
WOODLAND, CA 95695
(530) 666-4056

CIVIL ENGINEER:
STEVE GREENFIELD RCE C50880
CUNNINGHAM ENGINEERING
2940 SPAFFORD STREET
DAVIS, CALIFORNIA 95618
(530) 758-2026

APN's:
APN: 042-030-020, 042-030-042

AREA:
14.79 ACRES (NOT INCLUDING PREVIOUSLY DEDICATED PORTIONS OF MIKKLE AVENUE, MARSTON DRIVE AND BANKS DRIVE)

EXISTING ZONING:
SLSP-PZ-SF, SLSP-PZ-MF

PROPOSED ZONING:
SLSP-SF, SLSP-MF

EXISTING LAND USE:
MEDIUM DENSITY RESIDENTIAL, LOW DENSITY RESIDENTIAL, VERY LOW DENSITY RESIDENTIAL

PROPOSED LAND USE:
MEDIUM DENSITY RESIDENTIAL, LOW DENSITY RESIDENTIAL

FLOOD ZONE DESIGNATION:
ZONE "X"

DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:
CITY OF WOODLAND

ELECTRICITY & GAS:
PG & E

CABLE TELEVISION:
WAVE BROADBAND

NOTES:

1. ALL INFORMATION ON THIS MAP IS DEEMED TO BE OF A PRELIMINARY NATURE, AND IS NOT TO BE RELIED ON FOR SURVEY OR PROPERTY LINE INFORMATION.
2. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND. STREET NAMES NOT DESIGNATED WITH A LETTER ARE STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS OR FROM THE PREVIOUSLY APPROVED TENTATIVE MAP.
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.
5. THIS SUBDIVISION IS A MERGER AND RESUBDIVISION OF (1) PARCEL "C", PARCEL MAP NO. 4912, "HERITAGE REMAINDER PARCEL MAP", BOOK 2007 OF MAPS, PAGE 208, YOLO COUNTY RECORDS, (2) MIKKLE AVENUE, MARSTON DRIVE AND "REMAINDER" OF SUBDIVISION MAP NO. 5019, BOOK 2013 OF MAPS, PAGE 18, YOLO COUNTY RECORDS, AND (3) MIKKLE RIGHT-OF-WAY, SUBDIVISION MAP NO. 5028, "HERITAGE - UNITS 4C & 7", BOOK 2014 OF MAPS, PAGE 1, YOLO COUNTY RECORDS.
6. THE EXISTING TOPOGRAPHY IS BASED ON A FIELD SURVEY PERFORMED BY MORROW SURVEYING, INC. DATED JANUARY 2014.

SCALE: 1" = 100'

PROJECT PHASING

- THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREON OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.
- A LARGE LOT PARCEL MAP IS BEING PREPARED CONCURRENTLY WITH THIS TENTATIVE MAP SOLELY FOR THE PURPOSE OF SALE. THE UNITS OF THE PROPOSED LARGE LOTS ARE SHOWN ON SHEET 5.

SECOND UNITS

- 10 % (22 UNITS) OF THE R-4 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION.

LOT SIZES

- THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS PER THE SPRING LAKE SPECIFIC PLAN. THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.

AFFORDABLE HOUSING UNITS

- AFFORDABLE HOUSING REQUIRED IS 10% OF THE R-3 AND R-4 LOTS. 10% OF 442 LOTS = 45 UNITS (CALCULATION INCLUDES R-3 AND R-4 LOTS IN HERITAGE UNITS 1 & 2, HERITAGE PARK UNITS 1A & 2, AND HERITAGE UNITS 4A, 4C, AND 7). HERITAGE UNIT 3 AND HERITAGE PARK UNIT 1B PROVIDE 20 OF THE REQUIRED AFFORDABLE UNITS. AN IN LIEU AGREEMENT BETWEEN THE CITY OF WOODLAND AND RUSSELL RANCH DEVELOPMENT DATED DECEMBER 2009 PROVIDES 14 ADDITIONAL UNITS FOR A TOTAL OF 34 UNITS PROVIDED FOR THE ENTIRE 182 ACRES.) THE BALANCE OF THE REQUIRED AFFORDABLE UNITS (11) WILL BE PROVIDED IN THE R-15 DEVELOPMENT.

LAND USE SUMMARY

LAND USE SUMMARY		AREA	TOTAL UNITS	DENSITY
R-4	SINGLE FAMILY RESIDENTIAL (INCLUDES LOTS B AND C, PREVIOUSLY DEDICATED PORTIONS OF MIKKLE AVE, BANKS DRIVE AND THE SOUTH HALF OF MARSTON DRIVE, PROPOSED EXTENSION OF MIKKLE AVENUE AND LOT A GREENBELT) (4 du/ac)	[illegible] ac.	212	[illegible] du/ac.
R-15	MULTI-FAMILY RESIDENTIAL (10-15 du/ac)	7.[illegible] ac.	71-106	10-15 du/ac.
ARTERIALS	(CR 102 AND CR 25A (INCLUDES FUTURE 25A))	7.2[illegible] ac.		
		57.[illegible] ac.	283-317	

PUBLIC / QUASI PUBLIC LOT SUMMARY

LOT A........ GREENBELT
LOT B........ SUBDIVISION TRAIL CORRIDOR
LOT C........ SUBDIVISION TRAIL CORRIDOR

INTERSECTION CURB RADII TABLE

INTERSECTION TYPE	MINIMUM RADIUS AT FACE OF CURB
LOCAL TO LOCAL	25'
LOCAL TO COLLECTOR	30'
COLLECTOR TO COLLECTOR	35'
COLLECTOR TO ARTERIAL	35'
ARTERIAL TO ARTERIAL	35'

SHEET INDEX

1 STREET AND LOTTING PLAN
2 GRADING AND DRAINAGE PLAN
3 WATER AND SEWER PLAN
4 SECTIONS AND DETAILS
5 LARGE LOT PARCEL LAYOUT

LEGEND:

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 - 1'
PHASE LINE
EXISTING DIRT ROAD
FUTURE RIGHT-OF-WAY
(3003) SUBDIVISION MAP NO. 3003

SPRING LAKE SPECIFIC PLAN
HERITAGE REMAINDER AREA
TENTATIVE SUBDIVISION MAP #5048
STREET AND LOTTING PLAN

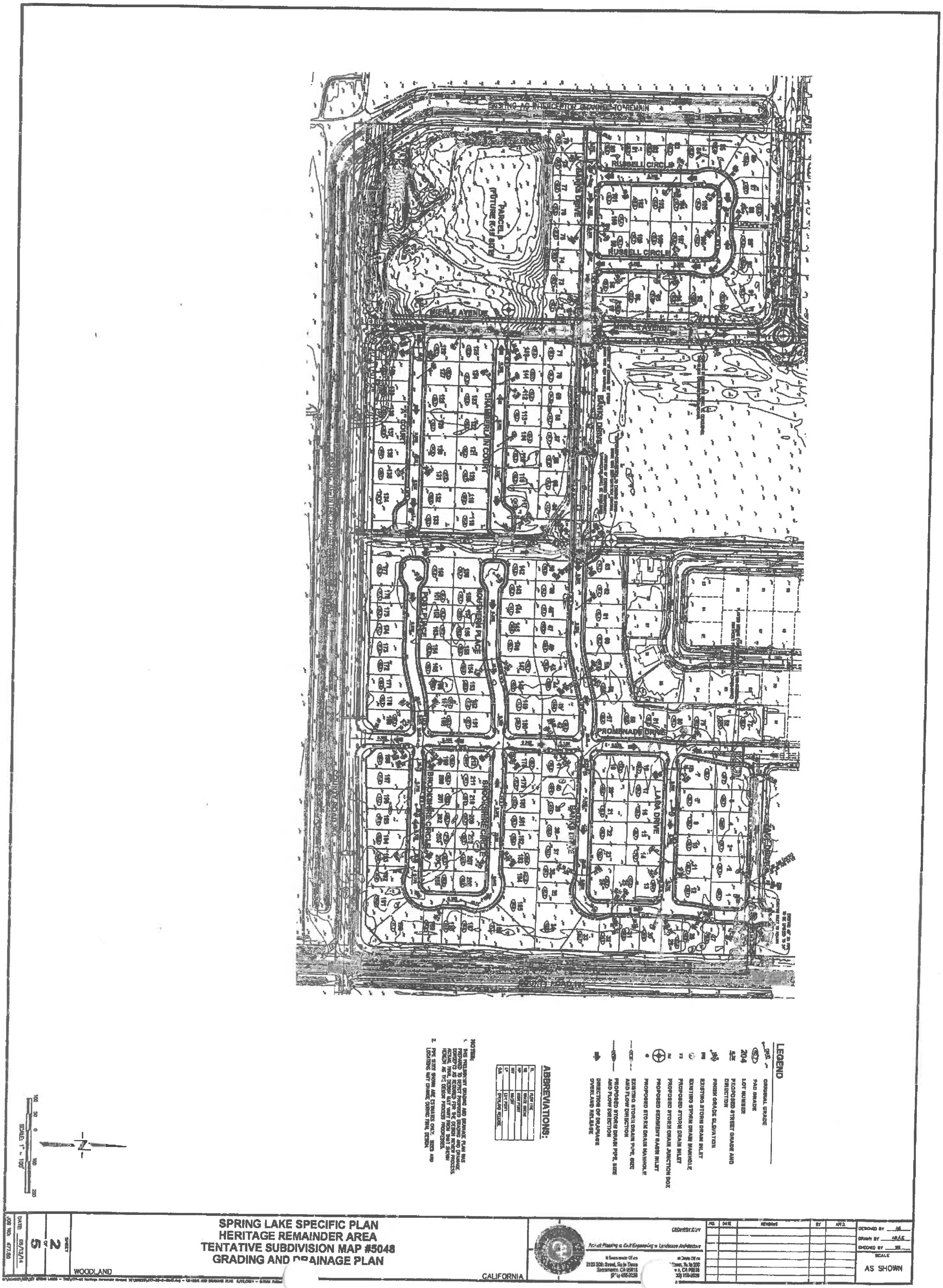
WOODLAND CALIFORNIA

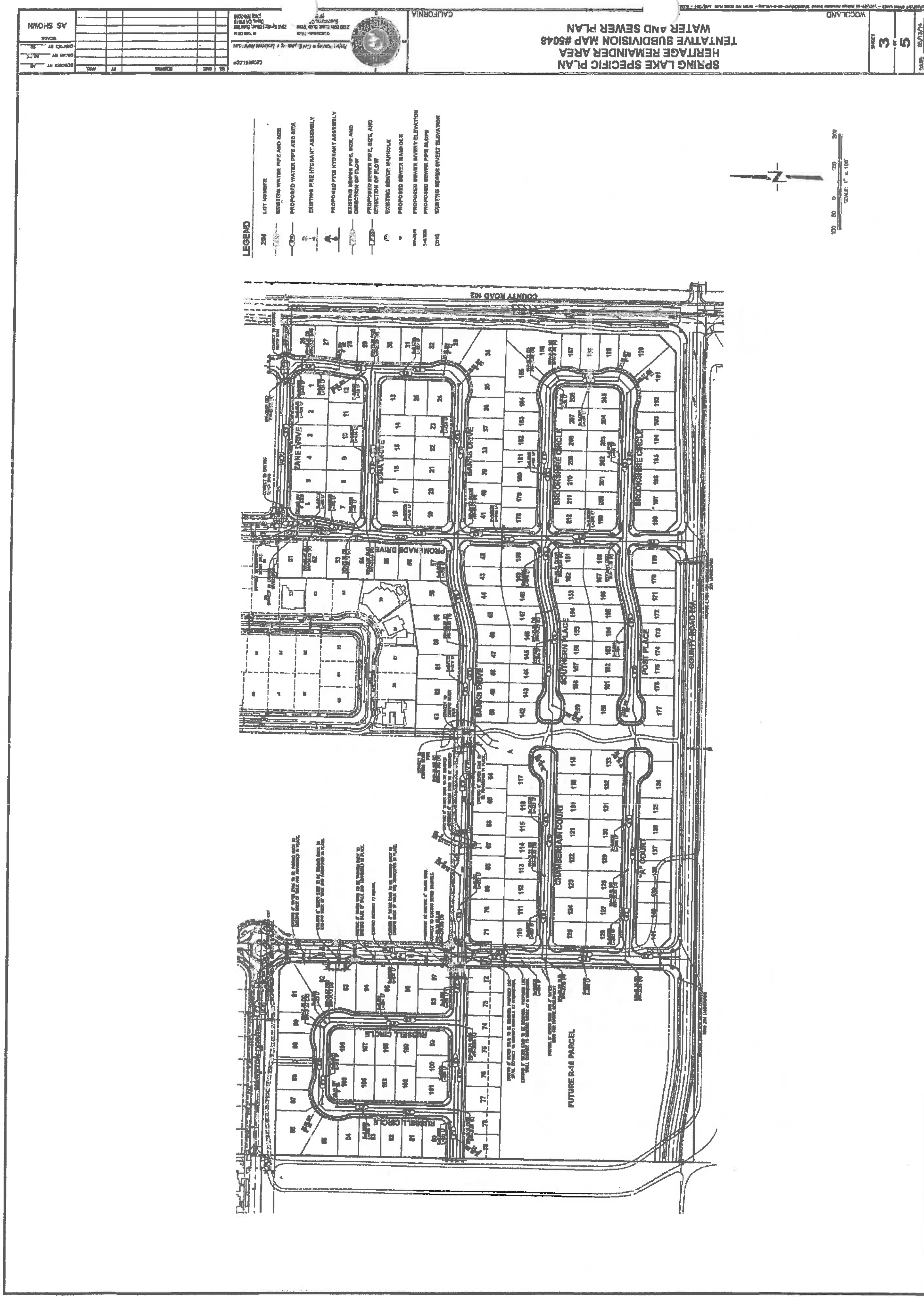
SCALE: AS SHOWN

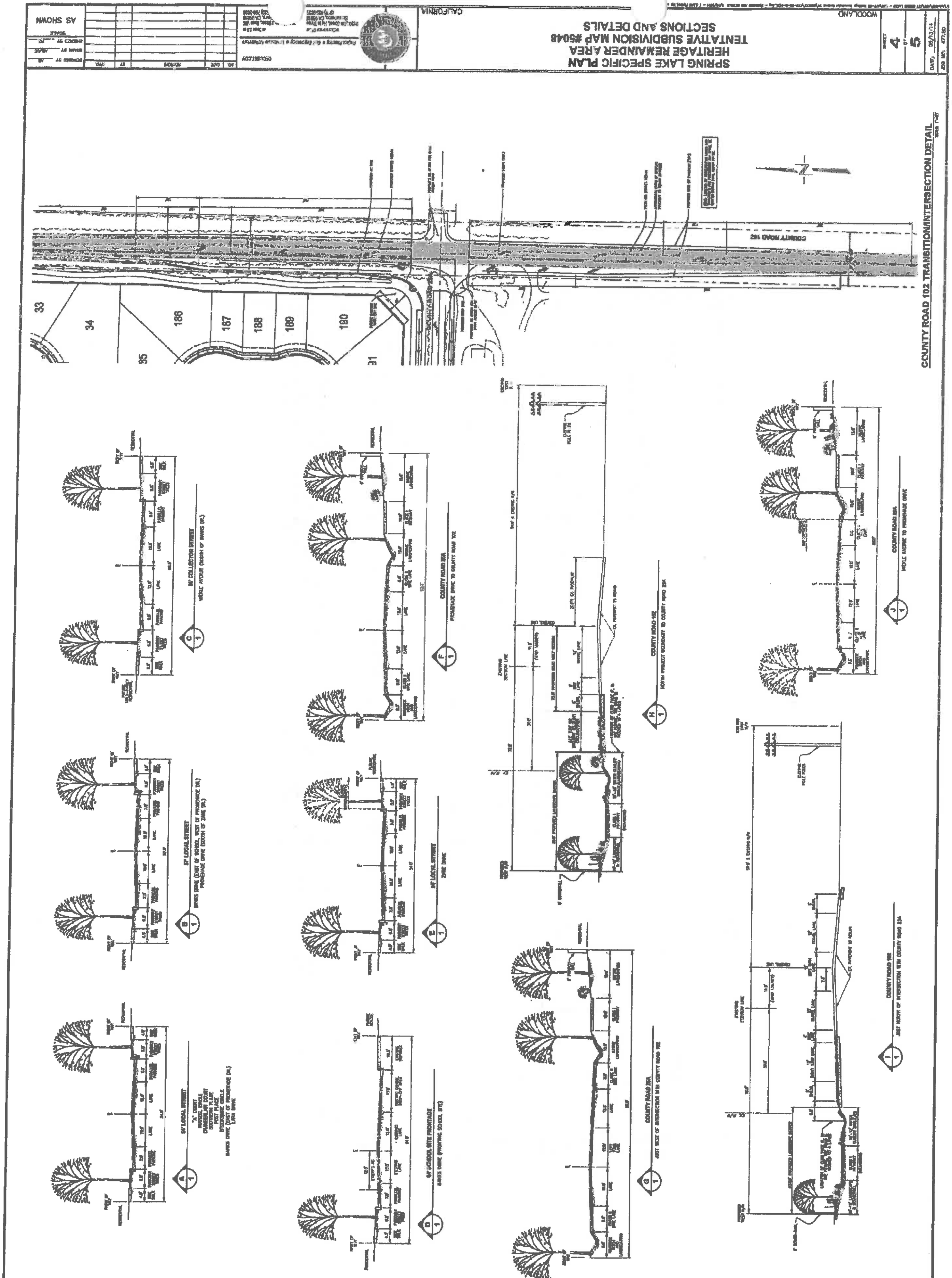
SHEET 1 OF 5

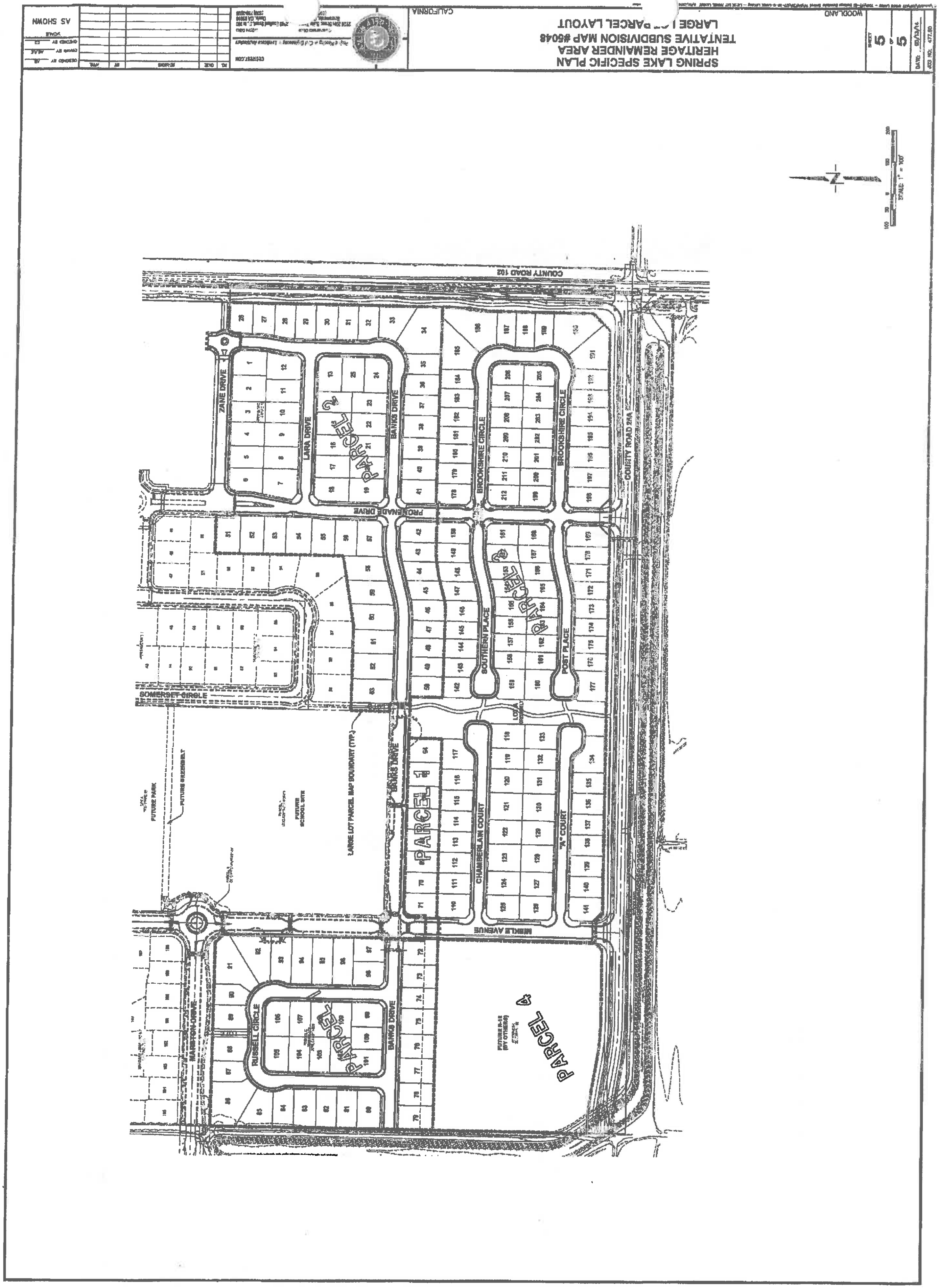
DATE 05/13/14

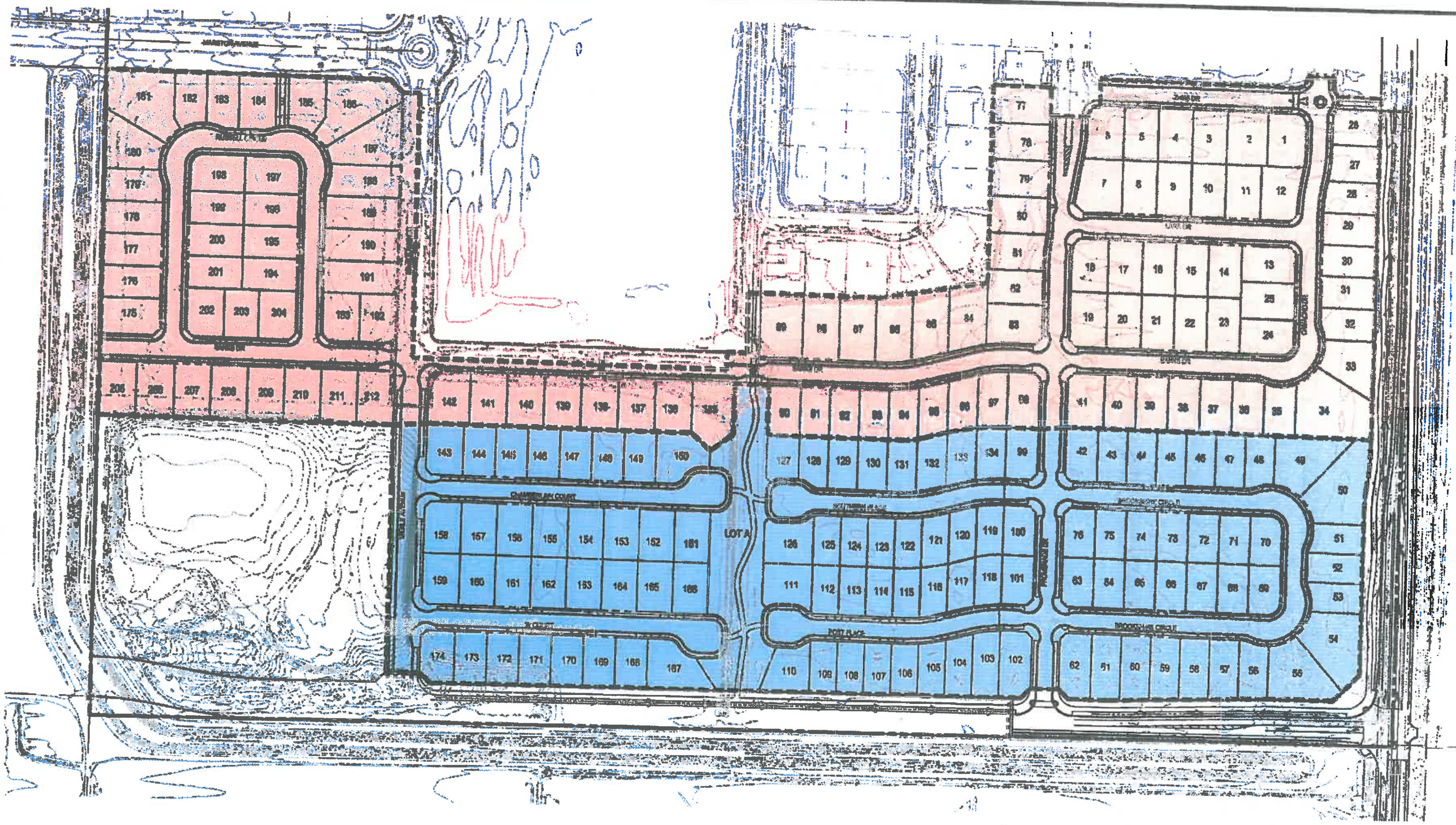
JOB NO. 477.50


SPRING LAKE SPECIFIC PLAN
HERITAGE REMAINDER AREA
TENTATIVE SUBDIVISION MAP #5048
GRADING AND DRAINAGE PLAN
WOODLAND
CALIFORNIA
SHEET 2 OF 5
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
ABBREVIATIONS:
NOTES:
SCALE: 1" = 100'
AS SHOWN


SPRING LAKE SPECIFIC PLAN
HERITAGE REMAINDER AREA
TENTATIVE SUBDIVISION MAP #5048
WATER AND SEWER PLAN
WOODLAND
CALIFORNIA
AS SHOWN
LEGEND
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
EXISTING SEWER INVERT ELEVATION
COUNTY ROAD 102
ZANE DRIVE
LUNA CIRCLE
BANKS DRIVE
BROOKSHIRE CIRCLE
PROMENADE DRIVE
SOUTHERN PLACE
POST PLACE
COUNTY ROAD 25A
CHAMBERLAIN COURT
"A" COURT
RUSSELL CIRCLE
FUTURE R-16 PARCEL


SPRING LAKE SPECIFIC PLAN
HERITAGE REMAINDER AREA
TENTATIVE SUBDIVISION MAP #5048
SECTIONS AND DETAILS
WOODLAND
CALIFORNIA
AS SHOWN
COUNTY ROAD 102 TRANSITION/INTERSECTION DETAIL
COUNTY ROAD 102


SPRING LAKE SPECIFIC PLAN
HERITAGE REMAINDER AREA
TENTATIVE SUBDIVISION MAP #5048
WOODLAND
CALIFORNIA
AS SHOWN
COUNTY ROAD 102
COUNTY ROAD 24A
ZANE DRIVE
LARA DRIVE
BANKS DRIVE
PROMENADE DRIVE
BROOKSHIRE CIRCLE
SOUTHERN PLACE
POST PLACE
SOMERSET CIRCLE
CHAMBERLAIN COURT
"A" COURT
MERKLE AVENUE
RUSSELL CIRCLE
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
FUTURE SCHOOL SITE
FUTURE PARK
LARGE LOT PARCEL MAP BOUNDARY (TYP.)



PHASE 1 - 28.3 AC, 109 LOTS
PHASE 2 - 24.0 AC, 103 LOTS

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Project Planning · Civil Engineering · Landscape Architecture

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Sacramento, CA 95818
(916) 455-2026

Davis Office
2940 Spafford Street, Suite 200
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PROJECT:	HERITAGE REMAINDER AREA
DESCRIPTION:	REVISED PHASING PLAN
DATE:	04/15/14
BY:	AB
JOB NO:	477.83
SCALE:	1" = 200'

SHEET 1 OF 1

NORTH

S:\AutoCAD\400\477 SPRING LAKES - TDC\477-83 Heritage ... TM processing\EXHIBITS\477-83 REVISED PHASING EXH\477-83 REVISED PHASING EXH... Layout 4/15/2014 - 8:48AM Plotted by: odom

EXHIBIT 4

FINDINGS AND CONDITIONS OF APPROVAL FOR THE HERITAGE REMAINDER AREA PROJECT INCLUDING GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS TO REZONE LAND FROM R-3 TO R-4 SINGLE FAMILY RESIDENTIAL; TENTATIVE SUBDIVISION MAP #5048, AND DEVELOPMENT AGREEMENT

INSERT REVISED CONDITIONS BELOW

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FINDINGS AND CONDITIONS OF APPROVAL FOR THE HERITAGE REMAINDER AREA PROJECT INCLUDING GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS TO REZONE LAND FROM R-3 TO R-4 SINGLE FAMILY RESIDENTIAL; TENTATIVE SUBDIVISION MAP #5048, AND DEVELOPMENT AGREEMENT

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 Addenda 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); 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); 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) Addendum #9 (Resolution No. 6117 adopted March 5, 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).

3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provide 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 addenda.

6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.

7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

General Plan Consistency Findings:
1. The project is consistent with the General Plan.

2. The project is consistent with the purpose and intent of Housing Element.

Spring Lake Specific Plan (SLSP) 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, which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.

5. The project is consistent with the figures and tables in the SLSP.

6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

Zoning Consistency Findings:
1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-4 Specific Plan land use categories.

2. Multi family Residential (R-15) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-2 Specific Plan land use categories.

3. 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 HERITAGE REMAINDER AREA PROJECT SPECIFIC PLAN AMENDMENT, TM #5048, 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 Tentative Subdivision Map #5048, improvement plans, and exhibits included in the _____________ City Council staff report, as approved by City Council, for the Heritage Remainder 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 OWNER shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless the City of Woodland, its agents, officers, or employees from any claim, action, or proceeding against the City or 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 OWNER of any such claim, action, or proceeding against the City, and the OWNER 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 OWNER 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 OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the OWNER 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 OWNER 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 OWNER that authorizes the City to impose certain fees, and which may waive the OWNER'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 OWNER shall be responsible for coordinating all plans to ensure consistency with all conditions of approvals, and including site plan, landscaping, and improvement plans, prior to submittal for review. Plans shall be coordinated and submitted to the Community Development Department as one package in accordance with plan check requirements.

8. Affordable Housing. The R-15 multifamily site's unit low and very low units have been provided by the Terracina Development. The land dedication agreement requires that the 7.03 acre site provide 10% low units based on the ultimate density of that site at build out of the property. For example, if the site builds out at 10 units per acre, the affordable yield will be 7 units.

9. Inclusionary Housing Agreement. Prior to the City approving the OWNER's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.

10. SLSP AHP Compliance. Prior to approval of tentative map(s), the OWNER shall show proof of compliance with the SLSP AHP.

11. Offsite Affordable Fee. The off-site affordable housing fee shall be paid for each single-family market rate unit for units created.

12. Affordable unit size. Affordable For-Sale Single Family units may be smaller in square footage than the Market-Rate units in a Residential Project that trigger the affordable housing

obligation to a minimum unit living area of 850 square feet, however a mix of bedroom numbers and square footage among for-sale single family homes is desired.

13. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.

14. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

15. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to development regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24, and 6.25.

16. Nexus Study. The OWNER shall comply with the requirements of the SLSP Nexus Study.

17. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, and 6.37.

18. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of the first final map requires that all lots have a building unit allocation. No final map shall be accepted by the City unless BUAs are assigned.

19. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City of Woodland Municipal 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 OWNER 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 the appraiser indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value. Alternately, OWNER shall present evidence that finished lots are available in the adjacent Heritage and Heritage Park subdivisions, offered consistent with these requirements, to satisfy this condition. **This condition has been met for Phase 1 of this map.**

Finance Department

1. Increased SLIF revenue generated by the additional residential units created through this rezone of the Heritage Remainder Project shall be allocated to cover future funding shortfalls, if any, within the 162-acre property originally known as the Russell Ranch Property, which may occur as a result of subsequent rezone approvals. Applicant's rezone requests are to be made within 120 days following City Council final approval of the Heritage Remainder Project. The City shall diligently process such applications, so that the allocation of the increased revenue can be quantified, after which time the remaining SLIF revenue shall provide benefit to the Spring Lake Plan, and allocation of those units to cover any funding shortfall shall be determined by the City. The City may waive this condition 16 months following final approval of the Heritage Remainder project, subject to reasonable requests for extension.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling units shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), SLSP Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 (relating to energy conservation.)

2. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.

3. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development and Parks and Recreation Departments concurrent with public improvement plans and prior to issuance of building permits. Landscape plans shall specify the following:

   - Locations, size and quantity of all plant materials.
   - A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials.
   - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features.
   - Planting and installation details and notes including soil amendments.

- Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
- Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

4. Street Tree Master Plan. A Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The planshall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Tree Division. OWNER shall submit a soils test, which s will assist in appropriate species selection.

5. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought –tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).

6. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards. Details of the path design shall be provided on landscape plans prior to the issuance of building permits. OWNER shall be responsible for constructing three (3) connecting access paths: 1) Lot "C" between Russell Circle and Marston Drive; 2) Lot "B", just north of Banks Drive; and 3) at the eastern end of Zane Drive, just north of Lot 26. The pathways shall be designed to be ADA accessible. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit.

7. Greenbelts. OWNER shall construct the Lot "A" greenbelt at the time of construction of Phase 2, prior to issuing the first building permit in Phase 2 or at the discretion of the Community Development Director.. OWNER shall provide benches and tables with a shade structure and bike racks for the Lot "A" greenbelt to the satisfaction of the Community Development Department. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit. The proposed greenbelts are located on the east and north sides of the future school site.

8. Utility Design. The location of all utility structures shall be coordinated with, and depicted on, the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities), and 6.17 through 6.19 (general utility requirements).

9. Light pole location. Light poles shall not conflict with planting or shade trees throughout the site. Review shall be provided prior to issuance of final map.

10. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.

11. Compliance with State Water Conservation Ordinance. All yards and public landscaping shall be in compliance with the State Water Efficient Landscape Ordinance AB 1881, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. Plans shall be reviewed by the City for compliance prior to issuance of building permits.

12. Residential Fencing. All wood fence post and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.

13. Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing shall comply with Section 2.9 (c) of the SL Design Standards. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.

14. Privacy / Sound Wall. The required sound wall along the west side of County Road 102 shall be designed and constructed to be consistent with the existing adjacent sound wall and shall extend around the corner of CR 102 & CR 25A to the **eastern** lot line of parcel 192. The required privacy wall along the north side of County Road 25A shall be designed and constructed to be consistent with existing fencing on Heritage Parkway. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits. The privacy wall shall begin where the sound wall terminates on CR 25A. Landscaping and construction of the privacy/sound wall shall occur concurrently with adjacent development.

15. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the OWNER shall establish a neighborhood entry sign at the northwest corner of Promenade Drive and County Road 25A consistent with SL Design Standard 1.6.2, which may include small scale monument signs or themed art pieces. Entry sign to be constructed prior to issuing the first building permit in Phase 2 or at the discretion of the Community Development Director. The project shall also provide a “Welcome to Woodland Sign” at the northwest corner of County Road 102 and County Road 25A. The sign shall be similar in quality and in appearance and material to the other curved Entryway Signs throughout the City. A design specification for the sign and shall be prepared for review and approval by the City prior to approval of the final map. Construction of the “Welcome to Woodland” sign shall be concurrent with construction of the sound wall.

16. Prohibit RV Parking. Provisions in the CC& Rs for the Single Family (R-4) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC & Rs.

17. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.

18. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.

    Energy Efficiency. The Project shall meet the minimum energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five percent (5%) of all units shall have roof photovoltaic energy systems or other alternate energy systems. The method and number of homes shall be identified at the time of submittal of building permits.

    In addition, all homes shall be photovoltaic ready, and each home shall have outlets for electric vehicles in every garage or at the discretion of the Community Development Director.. All homes shall be photovoltaic ready for a minimum 4-kilowatt solar panel system. Each home shall: 1) be pre-wired, 2) have adequate roof strength to handle solar panels, 3) south facing roofs to have few penetrations in order to accommodate solar panels, 4) a 200 amp main electrical panel, 5) space provide adjacent to main panel for solar disconnect and associated equipment (inverter). Each home shall have a dedicated 240-volt, 20-amp circuit for electric vehicle charging station in every garage, 6) garages shall have adequate ventilation as required for vehicle charging stations. Modification to above requires at the discretion of the Chief Building Official.

19. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.

20. Lot width. Lot width shall be varied (SLSP 2.35.5) providing no more than three (3) of the same lot width in a row and shall vary by at least 3 feet or at the discretion of the Community Development Director.

21. "Lot A" Adjacent Lots. Lots adjacent to Lot "A" (Greenbelt) shall have homes constructed with "wrap around" porches or patios to provide additional opportunity for "eyes on the greenbelt". Garages and driveways are prohibited from be constructed on the Greenbelt side of lots abutting "Lot A" or at the discretion of the Community Development Director.

22. Fencing: Fencing along green belt (Lot A) shall be constructed with a of 4-foot solid fence (4-foot maximum height for solid fence). Fences going up 6-feet shall require fence having 50% open (transparent) fence style for the remaining 2-foot fence.

23. <u>Fence.</u> Post and rail fence shall be constructed at the southern end of Lot A (Greenbelt) on the south side of bike path to the satisfaction of the Community Development Department.

24. Homes on lots **51-63 (lots backing onto Somerset Circle lots)** shall be only one-story homes at the time of initial construction.

SLSP Mitigation Measures:

1. <u>Mitigation Requirements</u>. The OWNER shall comply with all mitigation measures 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 mitigation measures.

2. <u>Environmental Noise Analysis</u>. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to issuance of building permits, house plans shall be reviewed for consistency with interior noise level requirements, particularly for second floor bedrooms.

3. <u>Ground nesting Raptor Survey</u>. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the OWNER 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. <u>Mitigation Easements</u>. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. A fully executed agreement, signed and recorded with the County, shall be provided as evidence.

5. <u>Raptor Survey</u>. 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.

6. <u>Geotechnical</u>. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (prepared by Wallace-Kuhl &Associates, dated August 2, 2012) shall be complied with in the development of this project.

7. <u>Air Quality Directives</u>. OWNER shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-

emission 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 OWNER 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 OWNER 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. OWNER 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, OWNER shall comply with Development Regulation 7.22. (MM 4.10-1)

Development Engineering

Roadways County Road 102

1. The OWNER with the first final map shall widen County Road 102 to its current Spring Lake width from its current width section (including landscape & sound wall) north of the project to County Road 25A plus transition south of Road 102 and turn lanes as determined by the City. Minimum turn lane lengths are as follows: 400’ NB left, 325’ SB right, and 325’ SB left. 120’ tapers shall be used. Acceleration lane for right turns from future 25A connection shall be a minimum of 250’.

2. Improvement of the County Road 102/25A intersection shall include underground improvements and foundations for the future traffic signal.

3. The tentative map shall include a proposed cross section for County Road 102 south of County Road 25A subject to review and approval by the City.

4. Striping of County Road 102 shall include enhanced or specialized bike lane striping subject to review and approval of the City.

5. Existing pavement sections on County Road 102 shall be micropaved through the limits of widening. Existing striping to be removed prior to micropaving.

6. County Road 102 design shall include an AC dike along the western edge of the road section north of the intersection with County Road 25A continuously to the north edge of the improvements or equivalent improvement as determined by City.

County Road 25A

1. OWNER shall prepare a preliminary design for the alignment of the County Road 25A connection with first final map in Phase 1. OWNER shall construct full width improvements including turn lanes and landscaped path from Road 102 to Promenade Drive with the first final map in Phase 2.

2. The eastside driveway entrance shall be constructed with the County Road 102 improvement and be improved to have a minimum of 50’ length of full street (32’) section aligned with (future) County Road 25A and then transitioned back to its existing section.

3. The landscaped multi-use bike path shall be extended to Miekle Avenue with the phase 2 improvement plans.

4. The minimum turn lane lengths for County Road 25A shall be as follows: EB Left 250’ (120’ transition).

5. County Road 25A shoulder (in the 8’ bike lane/shoulder) section shown shall be full width AC.

Zane Drive

1. OWNER shall complete Zane Drive except north side sidewalk and landscaping with first final map in Phase 1. Plans shall include photometrics and north side street lights, however north side street lights may be deferred (with City approval).

2. The first final map in Phase 1 improvements for Zane Drive shall include the subdivision trail north of Lot 26.

3. Design of the traffic circle shall be submitted to the City for approval and shall include architectural enhancements prepared by a licensed landscape architect.

Banks Drive

1. Lotting on the south side of Banks Drive in the vicinity of Lot 138 shall be modified to accommodate both the south side bulb out and driveways for the lots.

2. The subdivision trail north of Banks Drive (Lot B) on the east side of the school shall be constructed. OWNER shall construct a complete cross section of Banks Drive and shall remove the existing turn around with the Phase 1 improvements.

Miekle Avenue

1. The first final map shall remove stub street at Lot 188 and extend the north south curb, gutter, sidewalk, and landscaping.

Traffic conditions

1. Traffic calming is required on Banks Drive, Promenade Drive, & Miekle Avenue through the limits of the project, specifically at the intersections and crosswalks as well as along the length of the roadway. This may include chicanes, traffic circles, medians, speed tables, humps, speed feedback signs, lighted crossings or other measures to be approved by the City. With the first final map, OWNER shall submit a concept for the entire length of Banks Drive, Promenade Drive, & Miekle Drive, for the approval of the City. For logical consistency some of the measures within phase 2 may be required to be constructed in phase 1, at the discretion of the City.

2. All new roads that extend or “finish” existing partial roads must T-cut the asphalt a minimum of 1’.

3. The full extent of Miekle south of Heritage Parkway, and Banks Drive and Promenade Drive if used for construction access and any other roads used for access to the project site shall be repaired, crack sealed, microsurfaced and restriped at the end of the project (second final map).

4. If services for water and sewer or other utilities are cut and trenched into an existing street, the plans shall include a grind and over lay of that street.

5. The first phase final map shall include preliminary (10%) design for a roundabout at the future intersection of County Road 25A and Miekle Avenue. This 10% Design of the roundabout including modifications to the greenbelt and/or drainage canal shall be to the satisfaction of the City. If deemed necessary by the City the quantity and configuration of lot(s) on R-15 site and “A” Court maybe required to be adjusted to accommodate the roundabout and minimize encroachment into the urban forest / greenbelt and drainage canal.

6. OWNER shall remove the unused ramp across from Lot 68 and replace it with sidewalk and planter space as determined by the City.

Map circulation

1. All intersections shall have a minimum 90 degree intersection with 130’ tangent lengths in all directions from the center point of the intersection; unless an alternate design is approved by the City Engineer.

Easements and Right of Way

1. OWNER shall acquire and dedicate right-of-way from Parcel 42-01-17 as needed for the

completion of Zane Drive and the connecting subdivision trail to CR 102 prior to approval of the first final map.

2. Appropriate easements shall be required for City-maintained facilities located outside of City-owned property or the public right-of-way.

3. OWNER 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.

4. A seven foot public utility easement back of separated sidewalk (ten feet behind monolithic), 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 will be made on Arterial roads with green belts of 20’ or greater.

5. Prior to approval of the first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.

6. Phase 1 map shall include abandonment/vacation of the street stub shown on Miekle Drive south of Marston Drive.

7. The final map shall identify relinquishment of access rights along CR 102, 25A, and Marston Drive.

<u>Wastewater and Sewer Collection System</u>

1. The OWNER shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.

2. Each parcel of property shall be connected to the City of Woodland’s sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.

3. 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.

4. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.

5. OWNER shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.

6. Sewer laterals are to be stubbed to the north side of Zane Drive.

7. Zane Drive sewer system shall be completed to City standards, including mains, manholes, cleanouts, laterals, and appurtenances.

Storm Water

1. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only; final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water, and sewer studies.

2. Drainage improvement plan shall include measures for treatment and control of storm drainage of adjacent parcels (APN 043-030-17, undeveloped remainder parcels, and the future school site) and treatment of any runoff prior to entering the City system.

3. Drainage improvements shall include modification and or piping of existing ditch along and perpendicular to Banks Drive.

4. Zane Drive storm water system shall be completed to City standards including storm drain main, inlets, manholes, laterals, and appurtenances.

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 BMPs to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.

2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.

3. The OWNER shall create a storm water phasing plan to be approved by the City Engineer prior to issuance of a grading permit or final map approval.

Water Infrastructure Conditions

1. All materials and installation of the water system shall be at the OWNER's expense per City of Woodland Standard Specifications and Details.

2. Until such time as actual service connections are approved for the subdivision, the City may withhold water service due to a water shortage declared by the City.

3. The Tentative Map Water Plan showing water routing, sizing, and locations are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall

occur with the final improvements based on the requirements set forth in these conditions of approval.

4. Per the 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 OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.

5. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

6. When a 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.

7. Zane Drive water system shall be completed to City standards including the 12" main, valves, hydrants, laterals and appurtenances.

8. OWNER shall install one water testing station with the Phase I map. To be installed when determined by the City.

9. The public improvement plans shall have separate metered services including water for all publicly maintained landscaped areas.

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 <u>including</u> topographic information, drainage routing, pipe slopes and sizing and locations and <u>excluding</u> 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. Overland Release calculations will need to be carried to the outlet control point at CR 102 and include water surface elevations from the control point to the developed site.

4. 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.

5. 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.

6. Following grading, and before installation of the landscaping, a representative number of soil samples shall be taken from the front yards and areas to be publically landscaped to conduct fertility testing and determine amendment recommendations. Such recommendations shall be included with the landscaping plans and the publically landscaped areas shall be amended during the installation of the landscaping. The front yards shall be either amended and/or planted using a plant palette, which is compatible with the tested soil conditions.

7. Owner shall disclose the potentially high PH to homeowners and recommend amendment to the rear yard soil prior to landscape installation.

<u>Fees</u>

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 off-site 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. OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

4. Prior to any final map OWNER shall pay AMR fees for public meters in accordance with the current fee schedule. For reference the 2013 AMR fee is $203 per meter.

5. OWNER agrees to pay Fifty Thousand Dollars ($50,000.00) towards park development design for the SLSP Neighborhood Park N-3, within 45 days of rezone approval of the commercially zoned land (on Yolo County APN 42-030-47) **to a single-family residential land use**. This payment is a non-reimbursable, non-SLIF cost, in order to begin preliminary design of the park immediately following the rezone of APN 42-030-47.

6. Prior to approval of a large parcel map for sale only, or if the project goes directly to small lot final map, the OWNER shall prepare a legal description and a separate map and shall

dedicate the greenbelt between the park and the school site. The Greenbelt shall be 20' in width. Land shall be reimbursable from the SLIF at the cost of $25,000 per acre subject to reimbursement policies. The first small lot final map submitted shall prepare preliminary plans for the greenbelt sufficient to identify key infrastructure components and a cost estimate. The OWNER shall deposit 134% of the cost estimate (cost +24% soft cost +10% contingency) with the City for the greenbelt to be constructed concurrently with the park. These costs shall be reimbursable from the SLIF subject to reimbursement policies.

7. 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 OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the OWNER 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 OWNER shall be legally barred from later challenging such fees, dedications requirements, reservation requirement's 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 OWNER that authorizes the City to impose certain fees and which may waive the OWNER'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.

8. Prior to final map approval, the OWNER shall pay alternative transportation fee of $208.00 for operations and $35.00 maintenance fee per DUE, prior to approval of final map.

9. Prior to approval of the first final map, OWNER shall pay the balance of the public art in lieu payment, which is THIRTY THOUSAND DOLLARS ($30,000), as set forth in Section 4.31 of the Development Agreement.

   4.31 Public Art. OWNER shall incorporate at least one public art feature from a commissioned artist. The maximum dollar amount shall be $60,000 for the entire Russell Property of which $30,000 has been paid. Public art can be incorporated into the subdivision amenities or into one of the SLSP Landmark / Monumentation entryway features. This artwork is intended to be in addition to other required subdivision features (i. e. neighborhood entry features and roundabouts features). The theme and conceptual design of public art feature(s) shall be approved by the Planning Commission. CITY agrees that in the event CITY institutes a Citywide or a Specific Plan wide fee for the purpose of funding public art, that OWNER shall be exempt from that fee as a result of this contribution. **There is no requirement that this public art occur with Phase 1.**

<u>Landscaping</u>

1. 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.

2. A registered landscape architect shall design landscape, sound wall, and privacy wall improvements, which shall be per the SLSP and other City Standards, as applicable.

3. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent 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.

4. Prior to landscape submittal OWNER shall submit concepts for approval for the Heritage and Zane entryway features, sound walls, monuments, and other entry way features.

5. Landscape plans for Lot B shall include completion of landscaping along Somerset Circle and both sides of the path extending south from Somerset Circle.

6. OWNER shall submit for approval by the City a cross section for the subdivision trails prior to approval of the first final map.

7. The improvement plans shall include meandering of the concrete path along County Road 25A as necessary to plant trees in the north and south sides of the path.

General Conditions

1. Prior to final map approval, the OWNER 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.

2. Developer shall document and show evidence that all tentative map conditions are met upon submittal of the final map.

3. OWNER shall 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. OWNER shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

5. Submit proposed street names to Fire Department for approval with a copy to Engineering Division prior to improvement plan or final map submittal.

6. Prior to final map approval, the OWNER shall obtain a County encroachment permit for transition work on CR 102.

7. OWNER shall comply with County Health regulations and requirements for the abandonment of any onsite septic tanks and water wells. Prior to the approval of any construction permits, grading permits, or the improvement plan, the existing well shall be abandoned. Prior to abandonment of the well, the OWNER shall provide to the City permission from all recipients that receive water to abandon the well.

8. OWNER shall conform to all mitigation measures required in the Environmental Impact Report (EI.) and traffic study.

9. Public improvements, in addition to roadway construction, shall include water, sewer and storm drain mains, fire hydrants, streetlights, landscaping, and railroad crossing improvements.
10. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map, if required by the City.

11. If improvements are constructed and/or installed by a party or parties other than the OWNER, which improvements benefit OWNER's property, OWNER shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s)) to Developer.

12. If conditions for the project require OWNER to construct improvements that 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.

13. OWNER shall pay the MPFP single-family dwelling unit development fees for any second unit larger than 600 square feet.

14. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.

15. This project is subject to the construction and demolition debris recycling and diversion ordinance; Chapter 23C-13-(1-10) of the City Municipal Code

16. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans. Joint trench shall be stubbed to the north side of Zane Drive.

17. If project conditions require the OWNER to construct improvements that serve the entire City and are included in the City's Development Impact Fee Program, or other funded program, the OWNER may request to enter into a reimbursement agreement drafted by the

City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.

18. Prior to approval of a final map, OWNER shall secure rights-of-way, rights of entry, and any permits necessary to construct improvements required by the final map conditions of approval.

Fire Department

1. Weed Abatement. The OWNER shall comply with the City of Woodland Weed Abatement Ordinance. Lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property that bears seeds of a wingy or downy nature maintained so as to meet the City of Woodland standards.

2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code, and the City of Woodland Standard Specifications and Details, 2010 edition. The OWNER 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 shall 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 installation.

Building Division

1. OWNER shall be required to conform to the current codes that are in effect at the time of plan submittal.

2. Plans shall 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 License.

4. The project shall be in compliance with FEMA regulations.

5. Residential buildings incorporating concrete slab foundations located in areas known to contain expansive soils, (which includes all of the Spring Lake Development--see the

applicable soils reports for reference), shall comply with *Woodland General Plan Policy Document, Part II, Policy 8.A.9,* **"The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil"** and shall comply with *2013 California Residential Code (CRC) R403.1.8.1 & 2013 California Building Code (CBC) 1808.6.*

Footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6* **<u>and</u> for special-bending-resistant concrete slab foundations** the design shall be in accordance with *CBC 1808.6.2 and* ***PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils*** *or* ***WRI/CRSI Design of Slab-on-Ground Foundations*** *and in addition to any additional or more restrictive recommendations as noted in the geotechnical engineering report.*

Plans and structural calculations for **special-bending-resistant foundations and calculations must be stamped and signed by a California registered civil or structural engineer or architect** and show rigorous compliance. Additionally, where the slab foundation engineer is different than the engineer or architect of record (EOR/AOR) responsible for the structural design of the building, a letter must be submitted from the EOR/AOR stating that he/she has reviewed and coordinated the foundation plans and calculations and that they conform with the intent of his/her structural design as required by *CBC 107.3.4.1.* Where PT slabs are installed, City of Woodland recommends stamping the slab (typically in the garage where visible) with the warning: “Do not bore, saw or drill slab - tensioned cables below” or similar cautionary language.

<u>Police Department</u>

1. The project shall be in compliance with the Uniform Security Code, Chapter 6 of the Building Code, Article 1, section 6-1-8.

<u>Yolo Solano Air Quality Management District</u>

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)

2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under Yolo Solano Air Quality Management District Rule 2.5 Nuisance.

EXHIBIT 5

EXISTING LAND USE REGULATIONS

Spring Lake Specific Plan

On December 18, 2001, the City Council adopted the Spring Lake Specific Plan (SLSP) (Resolution No. 4330). The SLSP has since been amended several times:

1. November 19, 2002 (Resolution No. 4399) to address the Settlement Agreement and various staff identified errata;
2. December 17, 2002 (Resolution No. 4406) to address changes to the Plan requested by Spring Lake Planning Group LLC;
3. October 19, 2004 (Resolution No. 4583) to address additional changes to the Plan requested by Spring Lake Planning Group LLC; and
4. 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.
5. 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.
6. 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.
7. March 5, 2013 (Resolution No 6155) to amend the Spring Lake Specific Plan land use designations to rezone a 10-acre school site and a 6.22-acre R-20 Multi-family site to 16.22 acres of R-8 single family.

Spring Lake Design Standards (Adopted May 20, 2003- Resolution 4433)

Spring Lake Affordable Housing Plan (Adopted May 20, 2003 – Resolution 4438 as amended (Ord. No. 1393, § 3 (part); Ord. No. 1487, § 3 (part).))

Spring Lake Specific Plan Agricultural Land Mitigation Program (Adopted February 18, 2003 Resolution No 4421 and Amended November 18, 2003 Resolution 4429)

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space Above Line For Recorder's Use

MEMORANDUM OF AGREEMENT

Heritage Remainder Area Development Agreement Ordinance No. ______

This Memorandum of Agreement is made and entered into by and between Turn of the Century LLC and the City of Woodland, a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

City and Developer hereby agree to be bound by all of the terms and conditions contained in the Development Agreement Ordinance No. ____ between the City of Woodland and Turn of the Century LLC, dated __________, 2014, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Development Agreement, as amended, controls and use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Legal Description attached hereto as Attachment 1.

Executed on this __________ day of ____________, 2014, at Woodland, Yolo County, California.

Turn of the Century LLC

By:_________________________

CITY OF WOODLAND

By: _____________________
Marlin H. "Skip" Davies, Mayor

ATTEST:

By:_____________________
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

By: _________________________
Kara K. Ueda, City Attorney

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STATE OF CALIFORNIA)

) ss.

COUNTY OF YOLO)

On ____________________, before me, _________________________, personally appeared ____

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

Witness my hand and official seal.

____

Notary Public

[SEAL]

STATE OF CALIFORNIA)

) ss.

COUNTY OF YOLO)

On ____________________, before me, _________________________, personally appeared ____

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

Witness my hand and official seal.

____

Notary Public

[SEAL]

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Legislation Details (With Text)

File #:	14-240 Version: 1	Name:	Second reading of revised ordinance amending Woodland Municipal Code Section 23C-7-10, adding Sections 23C-7-10.1 and 23C-7-10.2 to, and deleting and replacing Article 23C-11 of, the Woodland Municipal Code related to water conservation
Type:	Consent Item(s)	Status:	Agenda Ready
File created:	6/23/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	

Title: SUBJECT: Second reading of revised ordinance amending Woodland Municipal Code Section 23C-7-10, adding Sections 23C-7-10.1 and 23C-7-10.2 to, and deleting and replacing Article 23C-11 of, the Woodland Municipal Code related to water conservation

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1564, "An Ordinance of the City Council of the City of Woodland, California Amending Section 23C-7-10, Adding Sections 23C-7-10.1 and 23C-7-10.2, and Deleting and Replacing Article 23C-11 of the Woodland Municipal Code Related to Water Conservation."

Sponsors:

Indexes:

Code sections:

Attachments: Woodland Water Conservation Ordinance 06-2014

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Second reading of revised ordinance amending Woodland Municipal Code Section 23C-7-10, adding Sections 23C-7-10.1 and 23C-7-10.2 to, and deleting and replacing Article 23C-11 of, the Woodland Municipal Code related to water conservation

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1564, "An Ordinance of the City Council of the City of Woodland, California Amending Section 23C-7-10, Adding Sections 23C-7-10.1 and 23C-7-10.2, and Deleting and Replacing Article 23C-11 of the Woodland Municipal Code Related to Water Conservation."

Staff Contact

Dawn Calciano, Water Conservation Coordinator
530-661-2067, dawn.calciano@cityofwoodland.org

Fiscal Impact

There will be no fiscal effect related to adoption of the proposed ordinance.

Background

Public Works and Utility Engineering staff members drafted the attached ordinance to revise existing provisions of the Woodland Municipal Code that relate to water conservation, specifically Article 23C-11 and Section 23C-7-10. The first reading occurred at the June 17, 2014 City Council meeting. The City Council voted to approve the attached ordinance.

Existing Article 23C-11 addresses water conservation and declarations of water shortage resulting from drought conditions. Staff determined that these provisions require updating to reflect recent legislation and the City's anticipated surface water supply, to address potential water shortage situations other than droughts, and to clarify the conditions under which shortages may be declared by the City Council. The revisions also provide an opportunity to better define important terms and concepts. The water-shortage stages and associated water conservation measures proposed in this ordinance are largely the same as those in existing Article 23C-11. The proposed modifications primarily provide consistency with the Sacramento Regional Water Authority's recommended water shortage stage nomenclature and target water use reductions. They also reflect the availability to the City and water users of improved methods for monitoring the achievement of targeted levels of water use reductions during declared shortages.

Existing Section 23C-7-10 addresses several prohibited acts related to the water system and water supply, including "failure of conservation or efficient use resulting in water waste." As currently presented, the penalties listed in Section 23C-7-10 appear to apply only to water waste. Proposed revisions to this section clarify the range of penalties that may be used if prohibited acts continue despite City warnings, clarify that the abatement process and potential penalties may apply to all prohibited acts, and better coordinate this section with Article 23C-11 in order to improve the overall organization of municipal code information related to water conservation.

Discussion

Staff presented a version of the proposed ordinance to the City Council on February 4, 2014. At the Council's request, staff subsequently revised parts of the ordinance in response to questions raised by members of the City Council and the public. The revised ordinance was presented at the June 17, 2014 City Council meeting for a first reading. The June 17, 2014 staff report for the first reading of the ordinance included a list of the revisions that were made to the proposed ordinance since the distribution of the first version with the February 4, 2014 City Council agenda. It also included attachments with answers to questions addressed to staff by the City Council, Water Utility Advisory Committee, and members of the public at and subsequent to the February 4 meeting and also a table comparing the existing and proposed ordinances.

Commission/Committee Recommendation

The Water Utility Advisory Committee discussed the proposed ordinance at its meetings on August 7, 2013, and February 5, 2014. The proposed ordinance was discussed again in depth at the February 24, 2014 meeting. At that meeting, the committee requested certain modifications and voted to recommend that the City Council adopt the proposed ordinance with those modifications incorporated. The attached ordinance includes those modifications.

Alternative Courses of Action

1. Adopt Ordinance No. 1564, "An Ordinance of the City Council of the City of Woodland, California Amending Section 23C-7-10, Adding Sections 23C-7-10.1 and 23C-7-10.2, and Deleting and Replacing Article 23C-11 of the Woodland Municipal Code Related to Water Conservation."

2. Do not adopt the ordinance, and provide alternative direction to staff.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1564, "An Ordinance of the City Council of the City of Woodland, California Amending Section 23C-7-10, Adding Sections 23C-7-10.1 and 23C-7-10.2, and Deleting and Replacing Article 23C-11 of the Woodland Municipal Code Related to Water Conservation."

Prepared by: Dawn Calciano, Water Conservation Coordinator

Reviewed by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachment: Ordinance No. 1564

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA AMENDING SECTION 23C-7-10, ADDING SECTIONS 23C-7-10.1 AND 23C-7-10.2, AND DELETING AND REPLACING ARTICLE 23C-11 OF THE WOODLAND MUNICIPAL CODE RELATED TO WATER CONSERVATION

WHEREAS, the California Urban Water Management Planning Act (Water Code §§ 10610 *et seq.*) declares that the management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources and that the efficient use of urban water supplies shall be a guiding criterion in public decisions; and

WHEREAS, the City of Woodland has adopted an Urban Water Management Plan pursuant to state law with the purpose of actively pursuing the conservation and efficient use of water; and

WHEREAS, updates and revisions of the water conservation provisions of the Woodland Municipal Code are necessary to ensure consistency with current state legislation and the Urban Water Management Plan; and

WHEREAS, updates to the Woodland Municipal Code are also needed to address water shortage situations in addition to drought conditions; and

WHEREAS, California Water Code Sections 350 *et seq.* authorize water suppliers, after holding a properly noticed public hearing and after making certain findings, to declare a water shortage emergency condition when it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, future changes to Woodland's water supply occurring as a result of the Woodland-Davis Regional Surface Water Supply Project also need to be addressed; and

WHEREAS, the City Council wishes to amend the Woodland Municipal Code to include these necessary updates and revisions as set forth below.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES 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. Amendment to the Woodland Municipal Code. Article 23C-11 of the Woodland Municipal Code is hereby deleted and replaced in its entirety, to read as shown in Exhibit "A," attached hereto and incorporated herein by reference.

Section 3. Amendment to the Woodland Municipal Code. Section 23C-7-10 of the

Woodland Municipal Code is hereby amended by replacing that Section, in its entirety, and Sections 23C-7-10.1 and 23C-7-10.2 are hereby added to the Woodland Municipal Code, to read as shown in Exhibit "B," attached hereto and incorporated herein by reference.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 5. Effective Date and Publication. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED this ________ day of ____________, 2014 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

Exhibit A

City of Woodland Municipal Code
Chapter 23C. Utility Services.
Article XI. Water Conservation

Sec. 23C-11-1 Purpose

The purpose of this Article is to ensure compliance with all federal, state, and local requirements, including, but not limited to, the City of Woodland Urban Water Management Plan, the State of California Water Conservation Act of 2009 (SBx7-7), and the Model Water Efficient Landscape Ordinance (23 CCR §§ 490 *et seq*.), relating to water conservation and water shortage mitigation for the protection of public health, safety, and welfare by:

1. Reducing the per capita water consumption throughout the City of Woodland;
2. Establishing a plan to define water shortage stages;
3. Protecting and conserving the city's supply of water during specified times of emergency and/or crisis; and
4. Minimizing and/or eliminating the waste of water through voluntary compliance or punitive action, if necessary.

Sec.23C-11-2 Scope

The provisions of this Article shall apply to all water users within the city's territorial limits and to all customers, users, and/or recipients of the city's water service.

Sec. 23C-11-3 Definitions

Unless otherwise indicated, the following definitions shall apply to all provisions of this Article:

A. "Conservation" shall mean measures that limit the amount of water used to that which is reasonably necessary for the beneficial use to be served.

B. "Drought tolerant" shall mean any plant, tree, shrub, or ground cover listed as low or very low water use in WUCOLS (Water Use Classifications of Landscape Species) or other guidance provided by the Director of Public Works or his or her designee.

C. "Efficient use" shall mean those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

D. “Lake Shasta Critical Years” are reductions that go into effect when the Bureau of Reclamation forecasts that the full natural inflow into Shasta Lake will be equal to or less than 3.2 million acre-feet.

E. “Non-residential” shall mean any commercial, industrial, or institutional property.

F. “Normal water demand” shall mean the average of the water use for that month during the three most recent years in which the city had a reliable water supply, as defined below.

G. “Reliable water supply” shall mean the water supply adequate to meet all projected demands, as determined by the Public Works Director or his or her designee, with at least two wells in reserve to assure reliability. To make this determination, the city will consider all relevant factors, which may include but would not be limited to groundwater levels, treatment and pumping capacity, and from 2016 forward, Term 91 curtailments and Lake Shasta critical year reductions for surface water.

H. “Residential” shall mean any dwelling, single-family home, duplex, condominium, and any individual units within a multi-family building.

I. “Term 91” is a State Water Resource Control Board water permit condition that curtails downstream diverters from taking diversions from streams when the State Water Project and Central Valley Project are releasing water from storage to meet the water quality standards for the Delta.

J. “Water waste” shall mean:

1. Causing or permitting excessive water to discharge, flow, or run to waste into any gutter, sanitary sewer, water course, or storm drain, or to any adjacent property, from any tap, hose faucet, pipe, sprinkler, or nozzle. In the case of irrigation, “discharge,” “flow,” or “run to waste” means that the earth intended to be irrigated has been saturated with water to the point that excess water flows over the earth to waste.
2. Allowing water fixtures or heating or cooling devices to leak or discharge excessively.
3. Backwashing so as to discharge to waste from swimming pools, decorative basins or ponds in excess of the frequency necessary to ensure the healthful condition of the water or in excess of that required by standards for professionally administered maintenance or to address structural considerations.
4. Operation of an irrigation system that applies water to an impervious surface or that is in disrepair.
5. Irrigation of landscaping during rainfall.
6. Any other factors as determined by the Public Works Director and his or her designee.

Sec. 23C-11-4 Water shortage stages and restrictions

This section describes the normal water supply and four water shortage stages and restrictions in effect during times of normal water supply and during water shortage stages.

A. **Normal Water Supply**. When the city’s water supply is adequate to meet all projected demands (“Normal Water Supply”), as determined by the Public Works Director or his or her designee, all water consumers are encouraged to be aware of water consumption and use water wisely. Water shall be used for beneficial purposes only; all unnecessary and wasteful uses of water are prohibited. Under the Normal Water Supply stage, the following shall apply:

1. Water waste, as defined in Sec. 23C-11-3, is prohibited.

2. All landscaping installed in the City of Woodland shall comply with the State Model Water Efficient Landscape Ordinance (23 California Code of Regulations §§ 490 *et seq*.) or the city landscape requirements (Chapter 25, Article 22 of the Woodland Municipal Code), whichever is more restrictive.

B. **Stage One, Water Alert**. A Stage One, Water Alert shall exist when the city's reliable water supply is adequate to meet no more than ninety percent (90%) of projected demands as determined by the Public Works Director or his or her designee. An objective of the Stage One, Water Alert is to reduce water usage by ten percent (10%) from the normal water demand level. Pursuant to California Water Code sections 350 *et seq*., unless an immediate emergency exists, the city will hold a noticed public hearing prior to declaring a water shortage. Under a Stage One, Water Alert, the following restrictions shall apply:

1. All Normal water efficiency measures shall continue in place as required by Sec. 23C-11-4A, except when they are replaced by more restrictive conditions imposed by this section.

2. All city water customers shall reduce water use by ten percent (10%) from their normal water demand. However, residential users whose total water use is already below the state provisional standard for residential indoor water use of 55 gallons (7.35 cubic feet) per person per day as stated in SBx7-7 (2009) or an adjusted standard set by the California Legislature shall not be required to further reduce their water use.

3. Hosing of hardscape surfaces except for health and safety purposes shall be prohibited.

4. Water hoses shall be equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.

5. Restaurants shall serve water only upon request

6. The city may impose other or further regulations as the city council may adopt after conducting a public hearing.

C. **Stage Two, Water Warning**. A Stage Two, Water Warning shall exist when the city's reliable water supply is adequate to meet no more than seventy-five percent (75%) of projected demands as determined by the Public Works Director or his or her designee. An objective of the Stage Two, Water Warning is to reduce water usage by twenty-five percent (25%) from the normal water demand level. Pursuant to California Water Code sections 350 et seq., unless an immediate emergency exists, the city will hold a noticed public hearing prior to declaring a water shortage. Under a Stage Two, Water Warning, the following restrictions shall apply:

1. All Stage One, Water Alert restrictions shall apply as required by Sec. 23C-11-4B, except when they are replaced by more restrictive conditions imposed by this section.

2. All residential users are to reduce water use by twenty-five percent (25%) from their normal water demand. However, residential users whose total water use is already below the state provisional standard for residential indoor water use of 55 gallons (7.35 cubic feet) per person per day as stated in SBx7-7 (2009) or an adjusted standard set by the California Legislature shall not be required to further reduce their water use.

3. All non-residential users are to reduce irrigation by forty percent (40%) for existing landscapes.

4. The use of running water from a hose, pipe, or faucet for the purpose of cleaning buildings and outdoor hardscape surfaces is prohibited, except in the event the Director of Public Works, or his or her designee, determines that such use is the only feasible means of correcting a potential threat to health and safety.

5. New or expanded landscaping is limited to drought tolerant trees, shrubs, and ground cover. No new turf grass shall be planted, hydroseeded, or laid.

6. Boats and vehicles shall be washed only at commercial washing facilities equipped with water recycling equipment or by use of a bucket and a hose equipped with a self-closing valve that requires operating positive pressure to activate the flow of water.

7. Operators of hotels, motels, and other commercial establishments offering lodging shall post in each room and site a notice of water shortage condition, approved by the Public Works Director.

8. The operation of, and introduction of water into, ornamental fountains is prohibited.

9. The city may impose other or further regulations as the city council may adopt after conducting a public hearing.

D. **Stage Three, Water Crisis**. A Stage Three, Water Crisis shall exist when the city's reliable water supply is adequate to meet no more than fifty percent (50%) of projected demands as determined by the Public Works Director or his or her designee. An objective of the Stage Three, Water Crisis is to reduce water usage by fifty percent (50%) from the normal water demand level. Pursuant to California Water Code sections 350 et seq., unless an immediate emergency exists, the city will hold a noticed public hearing prior to declaring a water shortage. Under a Stage Three, Water Crisis, the following restrictions shall apply:

   1. All Stage Two, Water Warning restrictions shall apply as required by Sec. 23C-11-4C, except when they are replaced by more restrictive conditions imposed by this section.

   2. All residential users are to reduce water use by fifty percent (50%) from their normal water demand. However, residential users whose total water use is already below the state provisional standard for residential indoor water use of 55 gallons (7.35 cubic feet) per person per day as stated in SBx7-7 (2009) or an

adjusted standard set by the California Legislature shall not be required to further reduce their water use.

3. No new water service connections or commitments for new water service shall be put in place until the city has returned to at least Stage 2, Water Warning restrictions.

4. Irrigation of any landscaping except trees or drought tolerant plantings is prohibited.

5. Boats, vehicles, and equipment shall be washed at commercial establishments that recycle water.

6. Filling pools and spas is prohibited.

7. The city may impose other or further regulations as the city council may adopt after conducting a public hearing.

E. **Stage Four, Water Emergency (Health and Safety Only).** A Stage Four, Water Emergency shall exist when there is major failure of a reliable water supply, storage, or distribution system, and the water shortage is greater than 50% of projected demands as determined by the Public Works Director or his or her designee. An objective of the Stage Four, Water Emergency is to reduce water usage by more than fifty percent (50%) from the normal water demand level. Pursuant to California Water Code sections 350 *et seq*., unless an immediate emergency exists, the city will hold a noticed public hearing prior to declaring a water shortage. Under a Stage Four, Water Emergency, the following restrictions shall apply:

   1. All Stage Three, Water Crisis restrictions shall apply as required by Sec. 23C-11-4D, except when they are replaced by more restrictive conditions imposed by this section.

   2. The city shall impose other or further regulations, which the city council determines to be necessary to ensure that water supply is used only to meet public health and safety needs. The city council shall adopt such regulations after conducting a public hearing.

Sec. 23C-11-5 Fire, emergencies, and other exemptions

Nothing in this Article shall be construed to apply to the use of water for purposes of extinguishing fires or addressing any other emergency service. The use of water to meet regulatory requirements such as flushing pipes, pumping to waste for wells, and other regulatory requirements are exempt from the provisions of this Article.

Sec. 23C-11-6 Determination of water consumption reductions

Should the City need to determine water consumption reductions for individual water users, the methodology below will be used for making that determination.

A. Whenever this Article requires a reduction in residential water, the base year for measurement shall be the normal water demand for that property. If that data is not available for a property, allocations will be based on water use for similar properties with similar household sizes. If there is a lack of adequate supporting data for such an allocation, the normal water demand shall be based on the average use per Woodland household. This comparison will be used to determine both low and high outliers and non-compliance that may warrant individual contact. The Public Works Director, or his or her designee, may elect to base a reduction on a consumption calculation in lieu of the base year if use was, in the Director's or his or her designee's sole opinion, either excessive or extraordinarily low.

B. Whenever this Article requires a reduction in commercial or industrial consumption of water for irrigation purposes, the base year for measurement shall be the normal water demand for that property. If that data is not available for a property, allocations will be based on water use for similar properties. This comparison will be used to determine both low and high outliers and non-compliance that may warrant individual contact. The Public Works Director, or his or her designee, may elect to base a reduction on a landscape water consumption calculation in lieu of the base year if use was, in the Director's or his or her designee's sole opinion, either excessive or extraordinarily low. For landscaping installed subsequent to the base year, the calculations shall be based on landscape water consumption calculations submitted with the landscape plan, or water consumption the previous year, whichever is less.

Sec. 23C-11-7 Violations

Any violation of Chapter 23C of Article XI shall be enforced pursuant to Section 23C-7-10.2.

Exhibit B

Sec. 23C-7-10 Prohibited acts

(a) Connections Without Permit or Safeguards. It shall be unlawful for any person to attach or cause attachment of a service pipe to a city water main, fire hydrant, or the like, or to allow attachment of another service pipe to one's own city authorized service pipe without first obtaining permission to do so from the city engineer or his or her designated representative, and no connection shall be made between the city water system and any part of a sewer system without first providing the safeguards required by the State Health & Safety Code.

(b) Use of Pipe or Hydrant Following Shutoff. Whenever, for any cause, the Public Works Director or his or her designated representative shall shut off any hydrant or pipe carrying or discharging water from the works of the city, it shall be unlawful for any person to open such hydrant or pipe or to turn on or use any water from such hydrant or water pipe without first obtaining written permission from the city engineer or his or her designated representative or, if required, a fire hydrant permit.

(c) Obstructing Access to Water Facilities. No person shall place upon or about any fire hydrant, water gate, or curb-stock or stopcock connected with the city's water system, any building material or other obstruction that prevents free access to same.

(d) Water Waste Violations. No person shall commit water waste, as defined in Section 23C-11-3.

(e) Violations of Water Shortage Stages. No person shall violate the water shortage stages and restrictions as detailed in Section 23C-11-4.

Sec. 23C-7-10.1 Violations

It is unlawful for any user and/or person to violate or fail to comply with any of the requirements of this Article. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article shall constitute a violation of this Article. A violation of the provisions of this Article shall occur irrespective of the negligence or intent of the violator. Violations of this Article shall be punishable either alternatively or consecutively, by civil or criminal prosecution or both.

Sec. 23C-7-10.2 Enforcement measures.

(a) The Public Works Director, or his or her designee, shall administer, implement, and enforce the provisions of this Article.

(b) In lieu of any remedies the city may have, and at the city's sole discretion, the city may determine a violation of this Article to be a nuisance, which shall be enforced pursuant to Article 14A, resulting in a notice to abate or an administrative citation. Pursuant to Article 14A, fines imposed for an administrative citation shall be (i) $100 for a first violation, (ii) $200 for a second violation of the same provision within one year, and (iii) $500 for each additional violation of the same provision within one year.

(c) Any person who has not abated the nuisance within the time prescribed by the city, failed to appeal the notice to abate in accordance with Section 23C-7-10.3, or failed to appeal an administrative citation in accordance with Section 14A-7-7, and in addition to any remedies the city may have, the city may take any or all of the following additional enforcement actions:

A. Installing a flow-restriction device or other water conservation device at such person's premises at that person's expense;

B. Requiring a commercial, industrial, or institutional user who does not currently have a separate landscape meter to install a landscape meter at the sole cost and expense of the user;

C. Recording the violations on the property title provided the water customer is the property owner;

D. Placing liens on the property to recover any costs incurred by the City of Woodland provided the water customer is the property owner; and/or

E. Issuing a criminal citation charged as either an infraction or misdemeanor.

Sec. 23C-7-10.3. Appeal Hearing.

Any person receiving a notice to abate as set forth above shall have the right to appeal the notice, and to have a hearing, as set forth in Chapter 14A-2. The Public Works Director may appoint the hearing officer.

Sec. 23C-7-10.4 Appeal of Decision.

Any person entitled to a hearing under Sec. 23C-7-10.3 may appeal the decision of the hearing officer to the City Council in accordance with the procedures set forth in Section 14A-2-3.

Sec. 23C-7-10.5. Remedies cumulative.

The remedies provided in this Article are cumulative and are in addition to all other remedies provided by law. The enumeration of remedies stated in this Article shall not preclude the application of any other remedies not specifically enumerated.

Legislation Details (With Text)

File #:	14-245 Version: 1	Name:	Authorize City Manager to Execute Side Letter of Agreement with Woodland City Employees' Association
Type:	Consent Item(s)	Status:	Agenda Ready
File created:	6/25/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	

Title: SUBJECT: Authorize City Manager to Execute Side Letter of Agreement with Woodland City Employees' Association to Modify Provisions of the Existing Memorandum of Understanding Related to Salary and Education Reimbursement

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute a Side Letter of Agreement with Woodland City Employees' Association (WCEA) to modify provisions of the existing Memorandum of Understanding related to salary and education reimbursement.

Sponsors:

Indexes:

Code sections:

Attachments: WCEA Side Letter July 2014

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Authorize City Manager to Execute Side Letter of Agreement with Woodland City Employees' Association to Modify Provisions of the Existing Memorandum of Understanding Related to Salary and Education Reimbursement

Recommendation for Action : Staff recommends that the City Council authorize the City Manager to execute a Side Letter of Agreement with Woodland City Employees' Association (WCEA) to modify provisions of the existing Memorandum of Understanding related to salary and education reimbursement.

Staff Contact

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

Fiscal Impact

The proposed modifications to the WCEA MOU would result in a reduction in the overall savings achieved by the existing agreement of $148,000 over the remaining term of the agreement. The savings in total compensation is reduced from $1.10 million to $1.01 million over the term of the contract. The General Fund is expected to incur increased costs of approximately $35,500 over the remaining two year term of the contract.

Discussion

The City and the Woodland City Employee Association (WCEA) was the first of the City's Bargaining Units to enter into an agreement. That agreement resulted in savings of 8.87% over the term of the agreement. In accepting the terms of the present agreement, the City agreed to revisit the contract once other Units had completed their negations with the goal of ensuring relative equity across bargaining units.

Previously, the Council approved a Side Letter Agreement with WCEA that modified the date for implementing the 80%/20% cost-share on health insurance premiums to conform to the dates agreed to in the Police and Fire labor agreements. With the final labor agreement (Mid-Management) recently ratified, the City recognizes that the WCEA labor agreement includes the highest level of concession among the represented groups with new labor agreements. To address equity concerns, the City and WCEA have agreed to terms of the enclosed Side Letter for modifications to selected provisions within the current MOU:

Cost of Living Adjustments. The Side Letter proposes two modifications to the Salary provisions of the existing MOU. Specifically, the 1% COLA adjustment currently scheduled to take effect on March 1, 2015 is proposed to be accelerated to January 1, 2015 and the 1% COLA scheduled to take effect on January 1, 2016 will instead be increased to 2.0%.

Education Reimbursement . The Side Letter also proposes to conform the Education Reimbursement provision contained in the current WCEA MOU with the Professional Reimbursement language included in other bargaining group agreements. The addition of the Professional Reimbursement language offers WCEA members more opportunities to use this benefit, in addition, there is a repayment clause similar to the agreement with the Mid-Management Professional Association (MMPA) which is applicable to employees who use this benefit and resign prior to January 1 of the fiscal year.

Conclusion

Staff recommends that the City Council authorize the City Manager to execute a Side Letter of Agreement with Woodland City Employees' Association (WCEA) to modify provisions of the existing Memorandum of Understanding related to salary and education reimbursement.

Prepared by: Sheila McShane
Human Resources Manager

Paul Navazio, City Manager

Attachment: Side Letter

City of Woodland

MEMORANDUM

DATE: July 1, 2014

TO: Marie Wickstrom, President, Woodland City Employees' Association

FROM: Sheila McShane, Human Resources Manager

SUBJECT: MOU SIDE LETTER OF AGREEMENT

This Side Letter of Agreement serves to memorialize our agreement related modifications to Section 2.1 (Salary) and Section 3.1 (Education Reimbursement) of the Memorandum of Understanding between the City and the Woodland City Employees' Association covering the period from July 1, 2012 to June 30, 2016:
.

Modify Section 2.1.

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

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

Modify language in Section 3.1 - Effective July 1, 2014

3.1. Professional Growth Incentive (*Replaces Educational Reimbursement*)

3.1.1 Employees with the City of Woodland are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships (including licenses, applications and renewal fees), subscriptions, professional training, attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), Security Software programs and personal digital assistants (PDA) and accessories, unless used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be $625.00.

3.1.2 Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying a prorated share of Professional Reimbursement they have spent. For example, an employee working 25% of the year would be entitled to a Professional Reimbursement not to exceed, $156.25. If employee received a reimbursement of greater than $156.25, at the time of termination, the employee would be responsible for payment of the difference. This will be taken out of the employee's final check. If there is not enough funds to cover this amount, the City will invoice the employee for the difference.

Agreed to this Date:

For the City of Woodland

____
Paul Navazio, City Manager

For the Woodland City Employees' Association

____
Marie Wickstrom, WCEA President

____
David Swim, D.P. A.,
Goyette & Associates / Labor Consultant

Legislation Details (With Text)

File #:	14-247	Version: 1	Name:	Second Reading of Ordinance No. 1566 Governing Banners Promoting Special Events
Type:	Consent Item(s)		Status:	Agenda Ready
File created:	6/25/2014		In control:	City Council
On agenda:	7/1/2014		Final action:	

Title: SUBJECT: Second Reading of Ordinance No. 1566 Governing Banners Promoting Special Events

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1566 amending Chapter 20, Article 12 of the Woodland Municipal Code relating to banners promoting special events.

Sponsors:

Indexes:

Code sections:

Attachments: WOODLAND_ Banner Ordinance 2014

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Second Reading of Ordinance No. 1566 Governing Banners Promoting Special Events

Recommendation for Action : Staff recommends that the City Council adopt Ordinance No. 1566 amending Chapter 20, Article 12 of the Woodland Municipal Code relating to banners promoting special events.

Staff Contact

Christine Engel, Community Services Director - (530) 661-2008, christine.engel@cityofwoodland.org

Fiscal Impact

Implementation of the banner ordinance will not result in additional expenses to the City. Fees will be collected to offset expenses for the installation of banners.

Background

Banners on Main Street are displayed on light post, an overhead banner structure at Main Street/Second Street, and at the intersections of Main Street/East Street and Main Street/County Road 98. Chapter 20, Article 12 of the Woodland Municipal Code identifies the requirements for installing street spanning banners on Main Street but does not address the installation of banners in the other locations.

On June 17, 2014 the City Council introduced the first reading of this ordinance.

Discussion

The ordinance describes the types of banners that could be displayed at each of the locations, a process for obtaining a permit to have a banner displayed, and associated fees. Under the ordinance, banners could be displayed over Main Street and at the Main Street/East Street and Main Street/County Road 98 intersections for City sponsored events, City co-sponsored events, and for Woodland non-profit organization events (for events that are located in Woodland). No additional non-City scheduling of banners will occur for the Main Street light posts (banners displayed that have historically had banners displayed will continue to be displayed, such as the Stroll through History and the Scottish Games).

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1566 amending Chapter 20, Article 12 of the Woodland Municipal Code relating to banners promoting special events.

Prepared by: Christine Engel, Community Services Director

Paul Navazio, City Manager

Attachment: Ordinance No. 1566 Amending Chapter 20, Article XII of the Woodland Municipal Code relating to banners promoting special events

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 20 ARTICLE XII OF THE WOODLAND MUNICIPAL CODE RELATING TO BANNERS PROMOTING SPECIAL EVENTS

WHEREAS, the City Council recognizes and encourages the wide array of special events that occur in Woodland, finding that they intend to improve the quality of life in Woodland, draw visitors, foster civic pride, and promote a sense of community in the City; and

WHEREAS, the City Council further recognizes that banners can be an effective means of promoting upcoming special events, thereby increasing their visibility and encouraging participation in and attendance at these events; and

WHEREAS, the City Council hereby finds that for purposes of this banner ordinance, City sponsored events or co-sponsored events are only those events which have been approved by the City Manager in accordance with this ordinance;

WHEREAS, Woodland nonprofits may display banners in the public rights of away, as designated by the City and in compliance with the terms and conditions of this Ordinance; and

WHEREAS, the City Council bans all other banners in the public rights of way, including street light poles, unless otherwise permitted under this ordinance.

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

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

Section 2. Amendment. Chapter 20 Article XII of the Woodland Municipal Code is hereby amended to read in full as set forth in the attached Exhibit "A" incorporated herein by this reference.

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

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.

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PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of __________________, 2014, 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

EXHIBIT "A"

Article XII. – Banners Promoting Special Events or Resources

Section 20-12-01. Temporary banners promoting special events or resources.

(a) Notwithstanding any other provision of this code, including but not limited to sign regulations set forth in the Zoning Ordinance, banner signs shall only be allowed as provided for herein. The Director of Community Services may authorize the temporary placement of banner signs in the locations specified in Section 20-12-03 on City property where those banners display the name and/or date of an event and/or activity sponsored entirely by the City or co-sponsored by the City that calls attention to the City, its natural advantages, resources, enterprises, attractions, climate, facilities, businesses or community. Banners displaying a Non-Profit Organization Event are permitted under this section. The City Council hereby declares that the City has a compelling interest in creating a restricted, non-public forum to advertise City resources, City-sponsored or co-sponsored events, and Non-Profit Organization Events.

(b) Such banners shall be allowed for only a limited duration and must call attention to the City, its natural advantages, resources, enterprises, attractions, climate, facilities, business and community.

(c) Such banners shall not be allowed to impede the visibility of any regulatory signage.

(d) The City reserves the right to install a banner of its own creation, without regard to the requirements of this Section 20-12-01, for events planned, held and/or produced by the City itself.

(e) The City reserves the right to not install one or more banners, regardless of whether such banners comply with the requirements of this banner program.

Section 20-12-02 – Definitions.

"Banner sign" means a strip of cloth or other flexible material meeting the design specifications included in Section 20-12-03 on which a sign or message is painted calling attention to the City, its natural advantages, resources, enterprises, attractions, climate, facilities, business and community.

"City sponsored event" means any public event, program, or activity which is directly related to a recognized function of the City, which is initiated, and in major part financed and executed by the City.

"City co-sponsored event" means any public event, program or activity in which the City allows the use of its name and/or logo by another sponsoring organization with regards to conduct of the event as well as advertising, promotion or general public awareness. In addition to the use of its name and/or logo, the City may assist by means of personnel, facilities and services in the preparation and conduct of the event.

"Non-Profit Organization Event" means a 501(c)(3) non-profit organization located in Woodland that is hosting an event in Woodland for the general public to attend where the primary function is to raise charitable donations for the organization.

"Special event" means an event and/or activity:

(1) Sponsored entirely by the City, or co-sponsored by the City, or a Non-Profit Organization Event;
(2) Of limited duration as provided for herein;
(3) That may or may not involve an assembly of persons;
(4) That may or may not require a permit under the Woodland Municipal Code; and
(5) That calls attention to the City, its natural advantages, resources, enterprises, attractions, climate, facilities, business and community.

Section 20-12-03 – Banner Locations.

This ordinance specifically applies to only the following locations:

(a) Main Street – "Main Street Spanning Banner" A street spanning banner pole system is located on Main Street approximately 50 feet west of the intersection of Main Street and Second Street.

(b) Main Street – "Light Pole Banners" City-owned light poles along Main Street between Third Street and Elm Street that display banners (28 locations).

(c) Main Street and East Street Banners – "Main/East Street Banner" Banner structure is located at the northwest corner of Main Street and East Street. The reference to Main/East Street Banner also includes the banner structure that is located at Main Street and County Road 98.

Section 20-12-04 – Banner Sign Design.

(a) Community Services Director, or designee, shall approve the design of all coloring, typeset, materials used and manner of placement.

(b) Banner design shall be approved by the Community Services Director, or designee, prior to the issuance of a banner permit to ensure consistency with this policy and specifications. An exact copy or reproduction of the approved banner (which may include a snapshot or photograph, if the banner is too large for photocopy reproduction) shall be attached to and made part of the permit. Existing banners which meet the intent but not exact form as shown above shall be allowed until replaced or changed. Deviation from the approved wording is cause for either the refusal to install or the removal of any banner.

Section 20-12-05. Limited Duration.

(a) Each banner permit shall be valid for a duration of not less than one calendar week and not more than 4 calendar weeks. The length of the banner being displayed will depend on the overall banner schedule and when the next banner will be installed. City banners, exempt from a banner permit, shall not be limited to the 4 calendar week requirement.

(b) Banners shall be installed and removed by the City's Public Works Department, or designated contractor through an agreement between the City and the contractor. The City shall not be responsible for any damage to banners.

(c) The City reserves the right to remove any damaged or vandalized banners during the display period.

Section 20-12-06. Processing Fees.

(a) A banner permit fee of one hundred dollars ($100) will be charged for non-City sponsored events. The fees shall be paid at the time of issuance.

(b) Main Street Spanning Banner. Installation and removal fees will be charged to each organization installing banners. These fees will be the actual pass-through fee from the contractor the Public Works Department contracts with, or the Public Works crews installing the banners.

(c) Light Pole Banners. No fees will be charged for the installation of light pole banners. Light pole banners will only be used for City-sponsored events, attractions, or existing community historic ongoing events (i.e. First Friday Art Walk, National Ag Week, Scottish Games, Woodland Farmers Market, Yolo County Fair, and Stroll Through History).

(d) East/Main Street Banner. A banner permit fee of one hundred dollars ($100) will be charged for non-City sponsored events. The fee shall be paid at the time of issuance.

(e) Notwithstanding the foregoing, the City Manager may waive or reduce the banner permit processing fee for non-profit organizations and other entities that are part of a City-sponsored or co-sponsored event that serve a public purpose as recognized by the City in the City Manager's sole discretion.

(f) To recognize the contribution of Sunrise Rotary, Noon Rotary, and Luna Vista Rotary for the construction and financial contribution of the banner poles for the Main Street Spanning Banner, installation and removal fees will be waived for three banners for each organization. After three banner waiver fees have been granted for each individual organization, requirements of 20-12-06 (b) apply.

20-12-07. Schedules – Priorities

A new banner schedule shall be established each year by January 10th. Banner permit applications shall be received no later than December 1st of the previous year. Sunrise Rotary, Noon Rotary, and Luna Vista Rotary shall each have priority use of the Main Street Spanning banner for two weeks prior to each of their main fundraising events (one per year for each organization). Sunrise Rotary, Noon Rotary, and Luna Vista Rotary shall submit a permit application no later than December 1st of the previous year. After the Rotary Club priority use of the Main Street Spanning Banner, the order of priority for banner use is: City sponsored events/resources, City co-sponsored events/resources, and Non-Profit Organization Events. Banner space for non-City banners shall not be reserved except through the issuance of a banner permit.

20-12-08. Procedures.

Banners proposed by events sponsored by the City or any City department shall have priority in reservation, provided such reservations shall be made no later than December 1st of the previous year. All other banner requests (including subsequent requests by the City) shall be reserved on a "first-come, first-served" basis.

Upon receipt of a completed banner application and permit request to hang a banner, the Community Services Department staff shall verify that the proposed banner complies with City policy and specifications.

A banner application and permit request shall be completed and issued, and all appropriate fees shall be collected at the time of issuance, before any banner is installed. Banner permit forms are located at the Community Services Department office, 2001 East Street.

After a banner permit is completed, the original permit is routed to the Public Works Department. A copy is given to the permittee and one copy is filed in the Community Services Department banner permit file.

20-12-09. Existing Banners

Existing banners that do not meet the requirements of this article will be displayed for only calendar year 2014.

Legislation Details (With Text)

File #:	14-249 Version: 1	Name:	Award Contract for Independent Auditors
Type:	Consent Item(s)	Status:	Agenda Ready
File created:	6/25/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	
Title:	SUBJECT: Award Contract for Independent Auditors Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute a contract with Mayer Hoffman McCann P.C. for independent auditing services for three fiscal years (FY2013/14 through FY2015/16), with an optional two year extension.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Resolution Awarding Audit Contract		

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Award Contract for Independent Auditors

Recommendation for Action : Staff recommends that the City Council authorize the City Manager to execute a contract with Mayer Hoffman McCann P.C. for independent auditing services for three fiscal years (FY2013/14 through FY2015/16), with an optional two year extension.

Staff Contact

Kim McKinney, Finance Officer - (530)661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

The total cost for services is $59,000 per year for the FY2013/14, 2014/15 and 2015/16 audits. The optional extension for FY2016/17 is $60,180 and for FY2017/18 is $61,380. These costs are included in the budget for FY2014/15 and the five-year projections.

Background

Each year, the City is required to have independent auditors perform audit work for the City, the Woodland Finance Authority, and for audits of federal grants (Single Audit). The City has utilized the services of Macias, Gini & O'Connell for the last seven years and has reached the end of its contract. It is common practice to change audit firms every three to five years, and is now mandated that audit firms cannot provide services for more than six years. As a result, staff prepared a request for proposals (RFP) to provide independent audit services for a three year term beginning with the audit of the FY2013/14 results (performed during FY2014/15), with an option to extend the term of the contract an additional two years. The City received five RFP responses, which were evaluated by staff.

Discussion

It is common practice to change audit firms every three to five years, and is now mandated that audit firms cannot provide services for more than six years. As a result, staff prepared a request for proposals (RFP) to provide independent audit services for a three year term beginning with the audit of the FY2013/14 results (performed during FY2014/15), with an option to extend the term of the contract an additional two years. The City received five RFP responses, which were evaluated by staff.
Based on the evaluation, staff is proposing to award the audit contract to Mayer Hoffman McCann P.C. (MHM).

Conclusion

Staff recommends that the City Council authorize the City Manager to execute a contract with Mayer Hoffman McCann P.C. for independent auditing services for three fiscal years (FY2013/14 through FY2015/16), with an optional two year extension.

Prepared by: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH MAYER HOFFMAN MCCANN P.C. FOR INDEPENDENT AUDIT SERVICES

WHEREAS, the City of Woodland wishes to enter into a professional services agreement with Mayer Hoffman McCann P.C. (MHM) for independent audit services ("Agreement"); and

WHEREAS, annual audits are required for the City and Woodland Finance Authority; and

WHEREAS, an annual Single Audit of federal grant awards is required by the U.S. Office of Management and Budget (OMB) Circular A-133; and

WHEREAS, MHM has represented that it is qualified to perform these required audits; and

WHEREAS, the City Council wishes to approve the Agreement and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution..

PASSED AND ADOPTED this ________ day of ___________ 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin "Skip" Davies, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

Legislation Details (With Text)

File #:	14-251 Version: 1	Name:	Approve New Salary Schedule for Temporary Employees
Type:	Consent Item(s)	Status:	Agenda Ready
File created:	6/25/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	

Title: SUBJECT: Approve the new Salary Schedule for Temporary Employees

Recommendation for Action: Staff recommends approve the new Salary Schedule for Temporary Employees

Sponsors:

Indexes:

Code sections:

Attachments: Temp Salary Schedule

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Approve the new Salary Schedule for Temporary Employees

Recommendation for Action: Staff recommends approve the new Salary Schedule for Temporary Employees

Staff Contact

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

Fiscal Impact

There is no fiscal impact as departments who use temporary employees have included the increase wages in their FY 14/15 budget.

Report in Brief

Effective July 1, 2014, the minimum wage in California is $9.00 per hour. Our Temporary Employees Salary schedule has been adjusted to recognize the new minimum wage. The minimum wage is an obligation of an employer and as an employer the City needs to change the salary schedule to reflect the new wages.

Conclusion

Staff recommends that the City Council approve new Salary Schedule for Temporary Employees

Prepared by: Sheila McShane
Human Resources Manager

Paul Navazio, City Manager

Attachment: Temporary Employees Salary Schedule

CITY OF WOODLAND

SALARY SCHEDULE

Effective July 1, 2014

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

SALARY PER MONTH

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP
Activity Leader-Level I	$9.00	$9.25	$9.50	$9.75	$10.00
Activity Leader-Level II	$9.75	$10.00	$10.25	$10.50	$10.75
Activity Manager	$10.25	$10.50	$10.75	$11.00	$11.00
Cashier	$9.00	$9.25	$9.50	$9.75	$10.00
Counselor	$9.00	$9.25	$9.50	$9.75	$10.00
Intern	$10.25	$11.25	$12.25	$13.25	$14.25
Library Page	$9.00	$9.25	$9.50	$9.75	$10.00
Lifeguard/Aide	$10.25	$10.50	$10.75	$11.00	$11.25
Lifeguard/Instructor	$10.75	$11.00	$11.25	$11.50	$11.75
Pool Manager	$12.00	$12.25	$12.50	$12.75	$13.00
Rec Facility Aide	$12.25	$12.50	$12.75	$13.00	$13.25
Special Program Coord.	$11.00	$11.75	$12.00	$12.25	$12.50
Swim Instructor Aide	$9.00	$9.25	$9.50	$9.75	$10.00

Legislation Details (With Text)

File #:	14-252 Version: 1	Name:	Appointment of Commission on Aging and Library Board Members
Type:	Consent Item(s)	Status:	Agenda Ready
File created:	6/26/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	
Title:	SUBJECT: Appointment of Commission on Aging and Library Board Members Recommendation for Action: Staff recommends that the City Council consider and appoint collectively members to the Commission on Aging and the Library Board as recommended by Mayor Davies and Vice Mayor Stallard.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Sanborn_COA_Applicant Rodriguez_LB_Applicant		

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Appointment of Commission on Aging and Library Board Members

Recommendation for Action : Staff recommends that the City Council consider and appoint collectively members to the Commission on Aging and the Library Board as recommended by Mayor Davies and Vice Mayor Stallard.

Fiscal Impact
None.

Background
On June 25, 2014, Mayor Davies and Vice Mayor Stallard interviewed applicants to fill current vacancies on both the Commission on Aging and the Library Board.

Mayor Davies and Vice Mayor Stallard are recommending that the City Council ratify the appointment of Carla Sanborn to the Commission on Aging and Gloria Rodriguez to the Library Board.

Prepared by: Ana B. Gonzalez
City Clerk

Paul Navazio, City Manager

Attachment: Applications

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM
(please print)

Name: CARLA SANBORN Address: ____________________

WOODLAND 95695

Home/Contact Telephone Number: 530 662-7891

Work Telephone Number: ____________________

E-Mail Addresses ____________________

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

______Home Address	______Work Phone Number
__X__Home Phone Number	______Work Address
______E-Mail Address	______Please do not release any of this information

---

FOR STAFF USE ONLY

Board, Commission or Committee Application for: ____________________

Date Council Member Interview Scheduled for: ____________________

Council Members Conducting the Interview: __________/__________

If Appointed, Date of Council Action: ____________________

RECEIVED
APR 07 2014
CITY CLERK'S OFFICE

1

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant: CARLA SANBORN

My first choice is for appointment to the COMMISSION ON AGING Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

___Board of Building Appeals
___Commissionon Aging
___Historical Preservation Commission
___Library Board of Trustees
___Manufactured Homes Fair Practices Commission
___Parks and Recreation Commission
___Personnel Board
___Planning Commission
___Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:
-- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ______Yes __K__No

I reside within the City limits of the City of Woodland. __X__Yes ______No

Are you currently serving on a City Board or Commission? ______Yes __X__ No

If yes, please state which______________________________

Employment experience: BANKING, RETIRED 1999

27 YEAR WITH BANK OF AMERICA INCLUDING MANAGER OF 4 DIFFERENT BRANCHES.

Organization and community activity experience:

WOODLAND ROTARY CLUB FOR 25 YEARS
VOLUNTEER AT WOODLAND SENIOR CENTER AND WOODLAND CARECAR

Other experience you have had which would help Council with a decision as to your qualifications to serve:

Educational background and other training: SOME COLLEGE – EXTENSIVE FINANCIAL TRAINING

Why are you interested in serving on a City Board or Commission?

WOULD LIKE TO CONTRIBUTE TO THE BETTERMENT OF SENIOR CITIZENS.

Please provide information on two personal or professional references:

Name	Address	Phone No.
DON CAMPBELL		908-1189
KRIS BAIN		661-2002

Carla Sanborn
Signature of Applicant

April 7, 2014
Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM
(please print)

Name: Gloria Ulloa Rodriguez Address: ____________________

Woodland, CA 95695

Cell
~~Home/Contact~~ Telephone Number: ____________________

Home
~~Work Telephone~~ Number: — (530) 723-7725

E-Mail Addresses rgloria2000@yahoo.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

______Home Address
__✓__Home Phone Number
__✓__E-Mail Address

______Work Phone Number
______Work Address
______Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: ____________________

Date Council Member Interview Scheduled for: ____________________

Council Members Conducting the Interview: ______________/______________

If Appointed, Date of Council Action:____________________

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant: Gloria Ulloa Rodriguez

My first choice is for appointment to the Library Board of Trustees Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

___Board of Building Appeals
___Commissionon Aging
___Historical Preservation Commission
___Library Board of Trustees
___Manufactured Homes Fair Practices Commission
___Parks and Recreation Commission
___Personnel Board
___Planning Commission
___Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ______Yes ✓ No

I reside within the City limits of the City of Woodland. ✓ Yes ______ No

RECEIVED
MAY 09 2014
CITY CLERK'S OFFICE

Are you currently serving on a City Board or Commission? ____ Yes _✓_ No

If yes, please state with ________

Employment Experience

I retired from the Woodland Joint Unified School District in 2010 after 34 years of teaching and administrative work in the field of education. From 1974 – 1980, I taught in elementary schools in Santa Barbara, California. From 1981 – 2010, I was a teacher and an administrator in the WJUSD schools. From 1981 – 1992, my assignments included teaching in Kindergarten – 4th grade classes and a Kindergarten through 6th grade Title VII Bilingual Resource Teacher at Beamer and Grafton Elementary Schools. From 1993 – 2001, I was an English Language Development Resource Teacher and Classroom Teacher at Lee Junior High School, where I coordinated the English Language Learner's Program and two U.S. Department of Education Title VII grants. From 2002 – 2010, as the WJUSD Child Development Coordinator, I was responsible for overseeing, coordinating and administrating this program which included California State Preschool classes at seven elementary schools and an adult education program site, three Infant Toddler Centers with Teen Parenting programs at Cache Creek High School, Woodland Adult Education Program and Woodland High School, and an Even Start Family Literacy Program.

Organization and community activity experience:

Throughout my years of teaching I have worked very closely with community organizations, parent advisory groups and staff development committees in Woodland. I have also coordinated many staff, parent and student conferences in the area of literacy. Some of the workshops and conferences that I have helped coordinate include Family Literacy Workshops, the Cesar Chavez Youth Leadership Conferences, Early Intervention for School Success Parenting and Literacy Program, Stanford University's Complex Instruction Cooperative Education Program and the Raising a Reader Program.

From 1993 – 2001, I coordinated the Lee Junior High School English Language Learners' Program and two U.S. Department of Education Title VII grants. With these two grants we developed a Multicultural Media Resource Center at Lee JHS that was available to students, staff and parents. The Center contained books, media and a computer lab which provided the most current resources for the implementation of the Spanish Two-Way Immersion Junior High School Program, the English Language Development Program and the English Language Parent Advisory Parenting Program. During this time I also coordinated parent education programs that included English as a Second Language, Computer Literacy and the Parenting Class "De Padre a Padre/ Parent to Parent".

Besides the educational, health and fiscal responsibilities of all these programs I was also responsible to assure that all of the laws and regulations of California Community Care Licensing, the California Department of Education Child Development Program and the U.S. Department of Education were being implemented.

Other experience you have had which would help Council with a decision as to your qualifications to serve:

I was a member of the Woodland Literacy Council from 2007 to 2009. During that time I was involved with then Director , Sue Bigelow, and other committee members in various activities including the Literacy Council's annual fundraiser, "A Celebration of Reading and Writing."

I have been a committee member of the Woodland Dia del Niño/Day of the Child annual event for the past 11 years. This event promotes literacy, health and wellness to the children and their families and has the participation of many Woodland educational, health and social service community organizations.

Educational background and other training:

I have a Bachelor of Arts degree in Sociology. I have a California Standard Elementary Teacher Credential, Certificate of Competency in Spanish, a Child Development Program Director Permit, and a Preliminary Administrative Services Credential.

Why are you interested in serving on a City Board or Commission?

For the past four years, I have had the wonderful opportunity of caring for my four young grandchildren who will be going to preschool full time now. I am very interested in serving in a position that will provide me the opportunity to contribute in our community and also for their future. I am also very interested in supporting the on-going development of the Woodland Public Library services and programs in all areas but especially in the needs of the Latino and other diverse members of our community. I think my experience and knowledge of individuals and organizations in the educational community who share these goals will be an asset in this position. My family lives in Woodland and I would like to see that they continue to have the best access to resources in this great library.

Dr. Jesse Ortiz
Woodland Community College Counselor
1611 Ashley St., Woodland, CA 95695
(530) 669-7792 jortiz@yccd.edu

Aida Buelna
Esparto Unified School District Superintendent
P.O. Box 2406, Woodland, CA 95776
(530) 666-4117 abuelna@espartok12.org

Gloria U. Rodriguez — May 9, 2014

Signature of Applicant — Date

Legislation Details (With Text)

File #:	14-254 Version: 1	Name:	Approval of Purchase & Sale Agreements for Purchase of Properties for Construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines
Type:	Consent Item(s)	Status:	Agenda Ready
File created:	6/26/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	

Title: SUBJECT: Approval of Purchase & Sale Agreements for Purchase of Properties for Construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____ approving Purchase and Sale Agreements (Agreements) with Matthew Cross, Woodland Development Company, Stanley M. Davis & Associates, Robert R. Griffin and Larry D. Kirkbride, and authorize the City Manager to execute Agreements for the purchase of property required for construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines.

Sponsors:

Indexes:

Code sections:

Attachments: Attachment 'A'
Resolution for Acquisition Agreements 07042014

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Approval of Purchase & Sale Agreements for Purchase of Properties for Construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines

Recommendation for Action : Staff recommends that City Council adopt Resolution No. _____ approving Purchase and Sale Agreements (Agreements) with Matthew Cross, Woodland Development Company, Stanley M. Davis & Associates, Robert R. Griffin and Larry D. Kirkbride, and authorize the City Manager to execute Agreements for the purchase of property required for construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines.

Staff Contact:

Tim Busch, Principal Engineer - (530) 661-5963

Council Goal:

This action is consistent with Council goals for infrastructure. The water transmission line project is an integral part of the surface water project and will convey treated Sacramento River water from a treatment facility on the east side of County Road 102 to the west side of the city. The treated surface water will improve water quality throughout the city and enable the City to meet consumer demands.

Fiscal Impact:

The project is included in the Capital Budget approved by Council on June 18, 2013. The project funding source is the Water Enterprise Fund. The project is financed through the Safe Drinking Water State Revolving Fund (SRF) loan. The total project budget of $6.43 million dollars included in the Capital Budget is sufficient to cover property acquisition, engineering design, and construction costs of the project.

Background

As part of the design process for CIP Project No. 12-05, a local pipeline project for the surface water project, staff looked for a location with the least impact to existing facilities and residents. The location chosen was at the south edge of the City along an irrigation ditch easement dating back to the 1860's and most recently owned by the Yolo County Flood Control and Water Conservation District (YCFC&WCD). There were five underlying property owners identified along the alignment from East Street to Ashley Avenue. These properties were remnants of subdivisions that developed to the north, and varied in width from 33' to 40'. They were left undeveloped because they were encumbered by the YCFC&WCD irrigation ditch. The underlying property owners are Matthew Cross, Woodland Development Company, Stanley M. Davis and Associates, Robert R. Griffin, and Larry D. Kirkbride.

Discussion

Once the underlying property owners were identified, the City engaged Jeff Ridolfi, an MAI appraiser with Clark Wolcott Company, Inc., to prepare appraisals identifying the value of each property. Following completion of appraisals, staff contacted property owners with initial offer packages. Negotiated prices of the acquisitions were based on property values contained in the appraisals. Attachment 'A' contains a table identifying the parcels to be acquired and the purchase price for each property owner. It should be noted that the City will acquire title to these properties in fee, meaning that the City will be the outright owner which allows flexibility for future use of the corridor without having to re-negotiate uses with the underlying property owner. The City will purchase a total of 5.73 acres through these transactions. YCFC&WCD will quitclaim its rights in the property to the City in exchange for an easement for an underground irrigation pipe from its canal just west of Amherst Drive to the east side of West Street.

Conclusion

Staff recommends that City Council adopt Resolution No. _____ approving Purchase and Sale Agreements (Agreements) with Matthew Cross, Woodland Development Company, Stanley M. Davis & Associates, Robert R. Griffin and Larry D. Kirkbride, and authorize the City Manager to execute Agreements for the purchase of property required for construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines.

Prepared by: Liz Houck
Senior Engineering Assistant

Reviewed by: Tim Busch, P.E.
Principal Civil Engineer

Paul Navazio, City Manager

Attachment A: Table of Acquisitions

Attachment: Resolution

ATTACHMENT 'A'

CIP 12-05, Water Transmission Main (West)

Property Acquisitions

OWNER	APN[1]	ACQUISITION TYPE	PURCHASE PRICE
Matthew Cross	039-212-009	Fee Title[2]	$ 14,600
Woodland Development Company	039-172-14 and 039-174-001	Fee Title[2]	$ 23,500
Stanley Davis & Associates	039-140-010, 039-140-019, portion of 039-140-016	Fee Title[2]	$ 23,300
Larry D. Kirkbride	039-380-001	Fee Title[2]	$ 12,000
Robert R. Griffin	039-070-002	Fee Title[2]	$ 20,000

[1]APN: Assessor's Parcel Number

[2]Fee Title: City will hold ownership title outright rather than an easement. This allows flexibility for future use of the corridor without having to go back and negotiate additional easements.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING PURCHASE AND SALE AGREEMENTS WITH MATTHEW CROSS, WOODLAND DEVELOPMENT COMPANY, STANLEY M. DAVIS & ASSOCIATES, ROBERT R. GRIFFIN AND LARRY D. KIRKBRIDE FOR THE ACQUISITION OF PROPERTY REQUIRED FOR CONSTRUCTION OF CIP 12-05, LOCAL PIPELINE PROJECT WEST AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS.

WHEREAS, the City of Woodland wishes to enter into Purchase and Sale Agreements with Matthew Cross, Woodland Development Company, Stanley M. Davis & Associates, Robert R. Griffin and Larry D. Kirkbride for the purchase of property necessary for construction of CIP 12-05 ("Agreements"); and

WHEREAS, appraisals for the properties were performed by MAI certified appraisers from Clark Wolcott Company, Inc.; and

WHEREAS, the City has reached agreement with the above property owners on the price of the easements based on property values contained in the appraisals; and

WHEREAS, the following table reflects the parcels and agreed upon prices; and

OWNER	APN[1]	ACQUISITION TYPE	PURCHASE PRICE
Matthew Cross	039-212-009	Fee Title[2]	$ 14,600
Woodland Development Company	039-172-14 and 039-174-001	Fee Title[2]	$ 23,500
Stanley Davis & Associates	039-140-010, 039-140-019, portion of 039-140-016	Fee Title[2]	$ 23,300
Larry D. Kirkbride	039-380-001	Fee Title[2]	$ 12,000
Robert R. Griffin	039-070-002	Fee Title[2]	$ 20,000

[1]APN: Assessor's Parcel Number

[2]Fee Title: City will hold ownership title outright rather than an easement. This allows flexibility for future use of the corridor without having to go back and negotiate additional easements.

WHEREAS, the City Council wishes to approve the Agreements and authorize their execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the Agreements. The City Manager is hereby authorized and directed to execute Agreements for the purchase of easements required for construction of CIP 12-05, Water Transmission Main (West), Surface Water Local Pipelines.

Section 2. Copies of the Agreements are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this ________ day of ___________ 2014, by the following vote:

AYES:
NOES:
EXCUSED:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

By: ___________________________________
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

Legislation Details (With Text)

File #:	14-246 Version: 1	Name:	Declaring the Results of the June 3, 2014 Election
Type:	Report of the City Manager	Status:	Agenda Ready
File created:	6/25/2014	In control:	City Council
On agenda:	7/1/2014	Final action:	

Title: SUBJECT: Declaring the Results of the June 3, 2014 Election

Recommendation for Action: Staff recommends that the City Council:

1) Adopt Resolution No. _____ declaring the results of the June 3, 2014 election related to the election of two (2) members of the City Council for terms expiring upon the election of the successor thereto at the Municipal Election in 2018.

2) Adopt Resolution No. _____ declaring the results of the June 3, 2014 election related to Measures J, K, L, M and N.

Sponsors:

Indexes:

Code sections:

Attachments: WOODLAND _ 2014 Reso Declaring CC Election Results-c1
WOODLAND _ 2014 Reso Declaring Special Election Results forMeasures-c1
Certification of Election Results

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 1, 2014

SUBJECT: Declaring the Results of the June 3, 2014 Election

Recommendation for Action: Staff recommends that the City Council:

1) Adopt Resolution No. _____ declaring the results of the June 3, 2014 election related to the election of two (2) members of the City Council for terms expiring upon the election of the successor thereto at the Municipal Election in 2018.

2) Adopt Resolution No. _____ declaring the results of the June 3, 2014 election related to Measures J, K, L, M and N.

Staff Contact

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

Discussion

The election was held on June 3, 2014 for the Woodland City Council race and Measures J, K, L, M and N. The Yolo County Elections Office has provided Final Election Results with the results as follows:

NAME	NUMBER OF VOTES RECEIVED
William L. "Bill" Marble	4,532
Angel Barajas	3,796
Steve Harris	3,508
Bobby Harris	993

MEASURE J: Shall Ordinance No. 1558 which would authorize the City of Woodland to continue to collect a one-quarter cent sales tax for general city services, for a period of eight years, and would not increase taxes, be adopted?

MEASURE J

VOTE	NUMBER	PERCENT
YES	5,450	68.6%
NO	2,500	31.4%

MEASURE K: Advisory Vote Only. Shall the City Council allocate 60% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to expand and enhance youth and teen programs and facilities, including funding to support the re-opening of Hiddleson Pool, and reduction of fees charged for youth programs and use of city recreation facilities?

MEASURE K

VOTE	NUMBER	PERCENT
YES	5,047	65.5%
NO	2,662	34.5%

MEASURE L: Advisory Vote Only. Shall the City Council allocate 20% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to the Woodland Public Library to enhance educational and youth literacy programs and expand hours of operation?

MEASURE L

VOTE	NUMBER	PERCENT
YES	5,082	66.4%
NO	2,573	33.6%

MEASURE M: Advisory Vote Only. Shall the City Council allocate 15% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to enhance public safety through expanded crime prevention programs such as Neighborhood Watch and services supporting at-risk youth including gang intervention strategies?

MEASURE M

VOTE	NUMBER	PERCENT
YES	5,378	70.1%
NO	2,294	29.9%

MEASURE N: Advisory Vote Only. Shall the City Council allocate up to 5% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to support a city water and sewer utility ratepayer assistance program for low-income residents?

MEASURE N

VOTE	NUMBER	PERCENT
YES	4,084	53.6%
NO	3,533	46.4%

Conclusion

Staff recommends that the City Council:

1) Adopt Resolution No. _____ declaring the results of the June 3, 2014 election for the election of two (2) members of the City Council for terms expiring upon the election of the successor thereto at the Municipal Election in 2018 by the laws relating to cities in the State of California.

2) Adopt Resoltuion No. _____ declaring the results of the June 3, 2014 election for Measures J, K, L, M and N.

Prepared by: Ana Gonzalez
City Clerk

Paul Navazio, City Manager

Attachments: Resolutions and Results

RESOLUTION NO. _____

A RESOLUTION DECLARING THE RESULTS OF THE GUBERNATORIAL PRIMARY ELECTION HELD IN THE CITY OF WOODLAND ON JUNE 3, 2014

WHEREAS, a Gubernatorial Primary Election was held and conducted in the City of Woodland, County of Yolo, State of California, on Tuesday, June 3, 2014, as required by law; and

WHEREAS, notice of said election was duly and regularly given in the time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all cases said election was held and conducted, and the votes cast were received and canvassed and the returns made and declared in the time, form, and manner as required by the provisions for the Election Code of the State of California for the holding of elections in cities; and

WHEREAS, pursuant to the Canvass and Statement of Results of Election dated June 13, 2014, the County Clerk-Recorder of the County of Yolo canvassed the results of said election and has certified the results to this City Council, and said results are received, attached and made a part hereof as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES RESOLVE, AS FOLLOWS:

SECTION 1. The total number of ballots cast in the City of Woodland was 8,259.

SECTION 2. Said Gubernatorial Primary Election was held for the purpose of electing two (2) members of the City Council for terms expiring upon the election of the successor thereto at the Municipal Election in 2018 as required by the laws relating to cities in the State of California.

SECTION 3. The names and results of the persons voted for at said election for member of the City Council are as follows:

NAME	NUMBER OF VOTES RECEIVED
William L. "Bill" Marble	4,532
Angel Barajas	3,796
Steve Harris	3,508
Bobby Harris	993

SECTION 4. The City Council does declare and determine that:

William L. "Bill" Marble was elected a member of the City Council for a term expiring upon the election of a successor thereto at the General Municipal election in 2018.

Angel Barajas was elected a member of the City Council for a term expiring upon the election of a successor thereto at the General Municipal election in 2018.

SECTION 5. The City Clerk shall enter on the records of the City Council a statement of the results of said election, showing (1) the whole number of votes cast in the city; (2) the names of the person voted upon; (3) the office for which each person was voted for; (4) the number of votes given at each precinct to each person; and (5) the number of votes given in the city to each person.

SECTION 6. The City Clerk shall deliver to each person elected a certification of election signed by her and duly authenticated; she shall also administer to the persons elected the oath of office prescribed in the State Constitution of the State of California and shall have those persons subscribed thereto, whereupon each person so elected shall be inducted into the office which he has been elected.

PASSED AND ADOPTED by the City Council of the City of Woodland, this 1st day of July, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Marlin H. Davies, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DECLARING THE RESULTS OF THE GUBERNATORIAL PRIMARY ELECTION HELD ON JUNE 3, 2014

WHEREAS, a Gubernatorial Primary Election was held and conducted in the City of Woodland, County of Yolo, State of California, on Tuesday, the 3rd day of June, 2014, as required by law; and

WHEREAS, said Gubernatorial Primary Election was consolidated with City's special election by the County of Yolo; and

WHEREAS the County Clerk-Recorder of the County of Yolo canvassed the results of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES RESOLVE, AS FOLLOWS:

SECTION 1. The total number of ballots cast in the City of Woodland was 8,259.

SECTION 2. A special election was held for the purpose of submitting the following measures, with the number of votes cast for and against the measures as follows:

MEASURE J: Shall Ordinance No. 1558 which would authorize the City of Woodland to continue to collect a one-quarter cent sales tax for general city services, for a period of eight years, and would not increase taxes, be adopted?

MEASURE J

VOTE	NUMBER	PERCENT
YES	5,450	68.6%
NO	2,500	31.4%

MEASURE K: Advisory Vote Only. Shall the City Council allocate 60% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to expand and enhance youth and teen programs and facilities, including funding to support the re-opening of Hiddleson Pool, and reduction of fees charged for youth programs and use of city recreation facilities?

MEASURE K

VOTE	NUMBER	PERCENT
YES	5,047	65.5%
NO	2,662	34.5%

MEASURE L: Advisory Vote Only. Shall the City Council allocate 20% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to the Woodland Public Library to enhance educational and youth literacy programs and expand hours of operation?

MEASURE L

VOTE	NUMBER	PERCENT
YES	5,082	66.4%
NO	2,573	33.6%

MEASURE M: Advisory Vote Only. Shall the City Council allocate 15% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to enhance public safety through expanded crime prevention programs such as Neighborhood Watch and services supporting at-risk youth including gang intervention strategies?

MEASURE M

VOTE	NUMBER	PERCENT
YES	5,378	70.1%
NO	2,294	29.9%

MEASURE N: Advisory Vote Only. Shall the City Council allocate up to 5% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to support a city water and sewer utility ratepayer assistance program for low-income residents?

MEASURE N

VOTE	NUMBER	PERCENT
YES	4,084	53.6%
NO	3,533	46.4%

SECTION 3. The City Council does declare and determine that Measures J, K, L, M and N were approved by the voters.

SECTION 4. The City Clerk shall enter in the records of the City Council a statement of the results of said election, showing: (1) the whole number of votes cast in the city; (2) the measures voted upon; (3) the number of votes given at each precinct for and against the measures; and (4) the total number of votes given for and against the measure.

PASSED AND ADOPTED by the City Council this 1st day of July, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Marlin H. Davies, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

EXHIBIT A

Yolo County Elections

P.O. Box 1820 * Woodland, CA 95776-1820
625 Court Street, Room B-05, Woodland, CA 95695

Freddie Oakley, County Clerk
530/666-8133

STATE OF CALIFORNIA)
) ss
COUNTY OF YOLO)

I, Freddie Oakley, County Clerk-Recorder of said County, do hereby certify pursuant to §15372 and §10550 of the Elections Code, that I did canvass the returns of the votes cast in said County, at the GUBERNATORIAL PRIMARY ELECTION held on JUNE 3, 2014, for elective public offices, and for and against the measures submitted to the vote of the voters, and that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said districts, and the whole number of the votes cast for each candidate, in each of the respective precincts therein, and that the totals of the respective columns and the totals shown for each candidate are full, true and correct.

Witness my hand and official seal this
13th day of June 2014

FREDDIE OAKLEY
COUNTY OF YOLO

County and City Offices

Yolo County Clerk / Recorder / Assessor

Precincts	128	of	128	100.0%
Ballots cast			33557	
Freddie Oakley			**19044**	**67.0%**
David Schwenger			9373	33.0%

Yolo County District Attorney

Precincts	128	of	128	100.0%
Ballots cast			33557	
Jeff Reisig			**24265**	**72.3%**

Yolo County Public Guardian / Administrator

Precincts	128	of	128	100.0%
Ballots cast			33557	
Cass Sylvia			**24670**	**73.5%**

Yolo County Sheriff-Coroner

Precincts	128	of	128	100.0%
Ballots cast			33557	
Ed Prieto			**23387**	**69.7%**

Member, City Council, City of Davis (2)

Precincts	34	of	34	100.0%
Ballots cast			14614	
Robb Davis			**6294**	**27.2%**
Rochelle Swanson			**5306**	**22.9%**
John Munn			4893	21.1%
Sheila Allen			3912	16.9%
Daniel Parrella			2735	11.8%

Member, City Council, City of Winters (3)

Precincts	5	of	5	100.0%
Ballots cast			1084	
Cecilia M. Aguiar-Curry			**730**	**31.7%**
Pierre Neu			**618**	**26.8%**
Harold R. Anderson			**595**	**25.8%**
Bruce Nicholas Guelden			359	15.6%

City Clerk, City of Winters

Precincts	5	of	5	100.0%
Ballots cast			1084	
Nanci Mills			**879**	**81.1%**

City Treasurer, City of Winters

Precincts	5	of	5	100.0%
Ballots cast			1084	
Michael J. Sebastian			**884**	**81.5%**

Member, City Council, City of Woodland (2)

Precincts	28	of	28	100.0%
Ballots cast			8259	
William L. "Bill" Marble			**4532**	**35.3%**
Angel Barajas			**3796**	**29.6%**
Steve Harris			3508	**27.3%**
Bobby Harris			993	**7.7%**

Percent totals for contested races show the percent of votes cast as a percentage of all votes cast in that race. Percent totals for unopposed candidates show the percent of total ballots cast in that district.

State and Local Measures

State - Proposition 41 - Veterans Housing

Precincts	128	of	128	100.0%
Ballots cast			33557	
		Bonds Yes	**19879**	**64.0%**
		Bonds No	**11174**	**36.0%**

State - Proposition 42 - Public Records

Precincts	128	of	128	100.0%
Ballots cast			33557	
		Yes	**15643**	**53.0%**
		No	**13851**	**47.0%**

City of Woodland
Measure J - Sales Tax

Precincts	28	of	28	100.0%
Ballots cast			8259	
		Yes	**5450**	**68.6%**
		No	**2500**	**31.4%**

City of Woodland
Measure K - Advisory - Youth and Teen

Precincts	28	of	28	100.0%
Ballots cast			8259	
		Yes	**5047**	**65.5%**
		No	**2662**	**34.5%**

City of Woodland
Measure L - Advisory - Library

Precincts	28	of	28	100.0%
Ballots cast			8259	
		Yes	**5082**	**66.4%**
		No	**2573**	**33.6%**

City of Woodland
Measure M - Advisory - Public Safety

Precincts	28	of	28	100.0%
Ballots cast			8259	
		Yes	**5378**	**70.1%**
		No	**2294**	**29.9%**

City of Woodland
Measure N - Advisory - Water and Sewer

Precincts	28	of	28	100.0%
Ballots cast			8259	
		Yes	**4084**	**53.6%**
		No	**3533**	**46.4%**

City of Davis
Measure O - Sales Tax

Precincts	34	of	34	100.0%
Ballots cast			14614	
		Yes	**8316**	**58.9%**
		No	**5810**	**41.1%**

City of Davis
Measure P - Water Rates

Precincts	34	of	34	100.0%
Ballots cast			14614	
		Yes	**7058**	**51.0%**
		No	**6771**	**49.0%**

City of Winters
Measure Q - Occupancy Tax

Precincts	5	of	5	100.0%
Ballots cast			1084	
		Yes	**619**	**59.2%**
		No	**427**	**40.8%**

Winters Joint Unified School District
Measure R - School Bonds

Precincts	9	of	9	100.0%
Ballots cast			1326	
		Yes	**937**	**72.1%**
		No	**362**	**27.9%**

Official Statement of Votes Cast – Gubernatorial Primary Election

June 3, 2014

		Registered Voters	Turnout	Turnout %	Woodland City Council: William L. "Bill" Marble	Angel Barajas	Steve Harris	Bobby Harris
VBM	100054	962	195	20.3%	107	84	98	31
VBM	100055	1708	558	32.7%	373	209	322	45
VBM	100056	1094	223	20.4%	109	92	101	36
VBM	100057	1103	315	28.6%	189	147	167	26
VBM	100058	1105	294	26.6%	201	120	159	21
VBM	100059	871	216	24.8%	132	93	95	30
VBM	100060	848	312	36.8%	206	118	170	29
VBM	100061	916	239	26.1%	158	93	128	14
VBM	100062	267	44	16.5%	29	17	16	3
VBM	100063	799	239	29.9%	144	89	143	17
VBM	100064	567	99	17.5%	46	55	30	13
VBM	100065	1385	243	17.5%	121	108	115	39
VBM	100066	1077	247	22.9%	122	111	92	43
VBM	100067	1607	327	20.3%	155	171	104	51
VBM	100068	810	146	18.0%	77	76	59	21
VBM	100069	1338	203	15.2%	106	90	71	24
VBM	100070	1001	140	14.0%	79	66	38	16
VBM	100071	1061	134	12.6%	67	68	42	21
VBM	100072	1250	192	15.4%	106	86	64	23
VBM	100073	922	170	18.4%	87	77	66	29
VBM	100074	555	102	18.4%	52	53	38	15
VBM	100075	1081	201	18.6%	82	114	74	30
VBM	100076	885	136	15.4%	70	73	45	20
VBM	100077	1126	139	12.3%	76	70	43	17
VBM	100078	1640	315	19.2%	156	157	97	43

Official Statement of Votes Cast – Gubernatorial Primary Election
June 3, 2014

	Registered Voters	Turnout	Turnout %	Woodland City Council: William L. "Bill" Marble	Angel Barajas	Steve Harris	Bobby Harris
TOTAL FOR VOTE-BY-MAIL	**25978**	**5429**	**20.9%**	3050	2437	2377	657
3 Cong, 3 St. Sen, 4 Assy.	25978	5429	20.9%	3050	2437	2377	657
Woodland	25978	5429	20.9%	3050	2437	2377	657
3 Sup. Dist.	14309	3551	24.8%	2092	1507	1740	398
5 Sup. Dist.	11669	1878	16.1%	958	930	637	259

Official Statement of Votes Cast – Gubernatorial Primary Election

June 3, 2014

						Woodland City Council			
		Registered Voters	Turnout	Turnout %		William L. "Billl" Marble	Angel Barajas	Steve Harris	Bobby Harris
Precinct	100054	962	133	13.8%		76	65	39	13
Precinct	100055	1708	251	14.7%		171	92	150	14
Precinct	100056	1094	162	14.8%		91	88	62	22
Precinct	100057	1103	149	13.5%		76	71	61	19
Precinct	100058	1105	140	12.7%		88	57	63	12
Precinct	100059	871	101	11.6%		48	51	41	9
Precinct	100060	848	128	15.1%		73	60	67	15
Precinct	100061	916	119	13.0%		62	62	56	5
Precinct	100062	267	20	7.5%		10	11	5	6
Precinct	100063	799	111	13.9%		65	48	61	6
Precinct	100064	567	41	7.2%		18	12	18	9
Precinct	100065	1385	108	7.8%		58	54	41	12
Precinct	100066	1077	82	7.6%		41	41	28	7
Precinct	100067	1607	142	8.8%		68	68	48	29
Precinct	100068	810	104	12.8%		45	56	37	16
Precinct	100069	1338	109	8.1%		50	51	37	19
Precinct	100070	1001	122	12.2%		55	69	38	26
Precinct	100071	1061	82	7.7%		43	39	31	9
Precinct	100072	1250	159	12.7%		77	74	52	18
Precinct	100073	922	83	9.0%		39	40	29	12
Precinct	100074	555	46	8.3%		31	17	25	3
Precinct	100075	1081	107	9.9%		56	53	31	7

Official Statement of Votes Cast – Gubernatorial Primary Election
June 3, 2014

		Registered Voters	Turnout	Turnout %		Woodland City Council: William L. "Bill" Marble	Angel Barajas	Steve Harris	Bobby Harris	
Precinct	100076	885	68	7.7%		22	43	22	9	
Precinct	100077	1126	79	7.0%		27	35	32	15	
Precinct	100078	1640	132	8.0%		67	71	46	15	
All Mail	100123	0	0	0.0%		0	0	0	0	
All Mail	100125	48	17	35.4%		9	10	5	3	
All Mail	100128	192	35	18.2%		16	21	6	6	

Official Statement of Votes Cast – Gubernatorial Primary Election
June 3, 2014

	Registered Voters	Turnout	Turnout %	Woodland City Council: William L. "Bill" Marble	Woodland City Council: Angel Barajas	Woodland City Council: Steve Harris	Woodland City Council: Bobby Harris
TOTAL FOR PRECINCT	25978	2778	10.7%	1457	1328	1120	327
TOTAL FOR ALL MAIL	240	52	21.7%	25	31	11	9
3 Cong, 3 St. Sen, 4 Assy.	26218	2830	10.8%	1482	1359	1131	336
Woodland	26218	2830	10.8%	1482	1359	1131	336
3 Sup. Dist.	14357	1704	11.9%	954	790	745	181
5 Sup. Dist.	11861	1126	9.5%	528	569	386	155

Official Statement of Votes Cast – Gubernatorial Primary Election

June 3, 2014

						Measure J			Measure K			Measure L			Measure M			Measure N		
		Registered Voters	Turnout	Turnout %		Yes	No	Sales Tax	Yes	No	Advisory - Youth and Teen	Yes	No	Advisory - Library	Yes	No	Advisory - Public Safety	Yes	No	Advisory - Water and Sewer
VBM	100054	962	195	20.3%		138	49		120	63		126	59		134	53		102	82	
VBM	100055	1708	558	32.7%		356	180		326	188		320	185		363	156		236	272	
VBM	100056	1094	223	20.4%		154	55		139	67		142	62		140	65		107	91	
VBM	100057	1103	315	28.6%		221	85		183	112		202	94		204	91		152	143	
VBM	100058	1105	294	26.6%		185	101		167	113		157	119		186	90		125	150	
VBM	100059	871	216	24.8%		137	76		141	58		134	63		151	55		123	80	
VBM	100060	848	312	36.8%		210	92		204	80		179	104		207	79		131	152	
VBM	100061	916	239	26.1%		170	66		144	83		156	72		163	62		112	112	
VBM	100062	267	44	16.5%		29	13		27	7		26	8		29	7		28	7	
VBM	100063	799	239	29.9%		167	66		150	71		144	78		162	57		99	117	
VBM	100064	567	99	17.5%		66	31		60	33		59	32		71	21		58	33	
VBM	100065	1385	243	17.5%		149	79		145	84		145	83		165	66		107	119	
VBM	100066	1077	247	22.9%		147	92		143	91		146	85		155	77		138	94	
VBM	100067	1607	327	20.3%		217	101		176	129		211	94		214	92		149	154	
VBM	100068	810	146	18.0%		109	35		93	49		95	45		100	41		78	62	
VBM	100069	1338	203	15.2%		125	70		125	62		125	61		135	51		119	69	
VBM	100070	1001	140	14.0%		102	28		87	38		100	29		99	28		83	45	
VBM	100071	1061	134	12.6%		89	41		75	52		77	50		77	51		78	53	
VBM	100072	1250	192	15.4%		122	66		127	51		125	54		146	31		104	71	
VBM	100073	922	170	18.4%		119	44		105	51		118	38		107	49		93	62	
VBM	100074	555	102	18.4%		73	27		68	29		62	30		74	22		54	41	
VBM	100075	1081	201	18.6%		129	61		125	62		135	52		139	51		102	82	
VBM	100076	885	136	15.4%		100	31		91	38		84	41		98	32		74	53	
VBM	100077	1126	139	12.3%		105	33		96	41		97	36		109	24		83	52	
VBM	100078	1640	315	19.2%		205	102		170	111		178	106		203	77		136	147	

Official Statement of Votes Cast – Gubernatorial Primary Election
June 3, 2014

	Registered Voters	Turnout	Turnout %		Measure J Yes	Measure J No	Measure J Sales Tax	Measure K Yes	Measure K No	Measure K Advisory - Youth and Teen	Measure L Yes	Measure L No	Measure L Advisory - Library	Measure M Yes	Measure M No	Measure M Advisory - Public Safety	Measure N Yes	Measure N No	Measure N Advisory - Water and Sewer
TOTAL FOR VOTE-BY-MAIL	**25978**	**5429**	**20.9%**		3624	1624		3287	1763		3343	1680		3631	1428		2671	2343	
3 Cong, 3 St. Sen, 4 Assy.	25978	5429	20.9%		3624	1624		3287	1763		3343	1680		3631	1428		2671	2343	
Woodland	25978	5429	20.9%		3624	1624		3287	1763		3343	1680		3631	1428		2671	2343	
3 Sup. Dist.	14309	3551	24.8%		2346	1086		2125	1179		2147	1138		2344	971		1667	1606	
5 Sup. Dist.	11669	1878	16.1%		1278	538		1162	584		1196	542		1287	457		1004	737	

Official Statement of Votes Cast – Gubernatorial Primary Election
June 3, 2014

		Registered Voters	Turnout	Turnout %		Measure J Yes	Measure J No	Measure J Sales Tax	Measure K Yes	Measure K No	Measure K Advisory - Youth and Teen	Measure L Yes	Measure L No	Measure L Advisory - Library	Measure M Yes	Measure M No	Measure M Advisory - Public safety	Measure N Yes	Measure N No	Measure N Advisory - Water and Sewer
Precinct	100054	962	133	13.8%		99	30		87	38		90	35		84	35		70	50	
Precinct	100055	1708	251	14.7%		176	64		166	70		154	78		163	72		125	106	
Precinct	100056	1094	162	14.8%		119	42		110	38		105	45		97	48		88	60	
Precinct	100057	1103	149	13.5%		89	49		87	51		81	60		86	52		70	65	
Precinct	100058	1105	140	12.7%		78	57		78	52		72	58		74	53		55	70	
Precinct	100059	871	101	11.6%		71	24		71	24		64	28		63	27		55	39	
Precinct	100060	848	128	15.1%		84	38		79	39		75	41		78	38		55	58	
Precinct	100061	916	119	13.0%		80	31		75	30		72	30		72	27		59	42	
Precinct	100062	267	20	7.5%		12	8		16	4		13	6		15	4		12	7	
Precinct	100063	799	111	13.9%		70	39		63	40		67	39		69	35		55	49	
Precinct	100064	567	41	7.2%		31	8		29	8		27	11		25	11		27	10	
Precinct	100065	1385	108	7.8%		68	36		61	42		68	33		74	26		57	44	
Precinct	100066	1077	82	7.6%		49	27		50	28		40	36		44	34		44	33	
Precinct	100067	1607	142	8.8%		98	40		103	34		106	33		100	36		77	57	
Precinct	100068	810	104	12.8%		67	34		64	35		69	30		64	36		57	41	
Precinct	100069	1338	109	8.1%		64	40		59	47		63	39		61	41		55	48	
Precinct	100070	1001	122	12.2%		84	31		79	37		86	30		82	31		73	37	
Precinct	100071	1061	82	7.7%		49	27		49	27		51	24		49	26		45	32	
Precinct	100072	1250	159	12.7%		86	65		87	68		84	65		98	52		73	79	
Precinct	100073	922	83	9.0%		51	26		54	27		50	28		50	32		40	39	
Precinct	100074	555	46	8.3%		25	17		36	9		27	16		32	10		18	24	
Precinct	100075	1081	107	9.9%		68	33		56	40		60	36		66	32		47	49	

Official Statement of Votes Cast – Gubernatorial Primary Election
June 3, 2014

		Registered Voters	Turnout	Turnout %		Measure J			Measure K			Measure L			Measure M			Measure N		
						Yes	No	Sales Tax	Yes	No	Advisory - Youth and Teen	Yes	No	Advisory - Library	Yes	No	Advisory - Public Safety	Yes	No	Advisory - Water and Sewer
Precinct	100076	885	68	7.7%		44	22		39	24		43	19		42	19		37	26	
Precinct	100077	1126	79	7.0%		37	38		46	28		47	26		43	31		33	40	
Precinct	100078	1640	132	8.0%		89	37		79	46		90	32		81	45		56	65	
All Mail	100123	0	0	0.0%		0	0		0	0		0	0		0	0		0	0	
All Mail	100125	48	17	35.4%		9	8		11	6		10	7		11	5		8	9	
All Mail	100128	192	35	18.2%		29	5		26	7		25	8		24	8		22	11	

Official Statement of Votes Cast – Gubernatorial Primary Election
June 3, 2014

	Registered Voters	Turnout	Turnout %	Measure J Yes	Measure J No	Measure J Sales Tax	Measure K Yes	Measure K No	Measure K Advisory - Youth and Teen	Measure L Yes	Measure L No	Measure L Advisory - Library	Measure M Yes	Measure M No	Measure M Advisory - Public Safety	Measure N Yes	Measure N No	Measure N Advisory - Water and Sewer
TOTAL FOR PRECINCT	25978	2778	10.7%	1788	863		1723	886		1704	878		1712	853		1383	1170	
TOTAL FOR ALL MAIL	240	52	21.7%	38	13		37	13		35	15		35	13		30	20	
3 Cong, 3 St. Sen, 4 Assy.	26218	2830	10.8%	1826	876		1760	899		1739	893		1747	866		1413	1190	
Woodland	26218	2830	10.8%	1826	876		1760	899		1739	893		1747	866		1413	1190	
3 Sup. Dist.	14357	1704	11.9%	1133	501		1086	504		1044	540		1055	503		857	699	
5 Sup. Dist.	11861	1126	9.5%	693	375		674	395		695	353		692	363		556	491	