

# City of Woodland

300 First Street  
Woodland, CA 95695

## Meeting Agenda City Council

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Tuesday, May 5, 2015

6:00 PM

Council Chambers

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**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY  
MAY 5, 2015  
6:00 P.M.**

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. COMMUNICATIONS-PUBLIC COMMENT**

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

**E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

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

[14-744](#)

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](#)

**F. COMMITTEE REPORTS**

[14-713](#)

SUBJECT: Commission on Aging Meeting Minutes for March 12, 2015

Recommendation for Action: Staff recommends that the City Council receive the March 12, 2015 Commission on Aging Minutes that were approved on April 9, 2015.

**Attachments:** [03122015](#)

[14-717](#)

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission meetings of March 19, 2015 and April 2, 2015 that were approved on April 16, 2015 by the Planning Commission.

**Attachments:** [A - March 19, 2015 Meeting Minutes](#)

[B - April 2, 2014 Meeting Minutes](#)

[14-718](#)

SUBJECT: Historic Preservation Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Historic Preservation Commission meetings of September 18, 2014 and February 18, 2015 that were approved on April 15, 2015 by the Historic Preservation Commission.

**Attachments:** [A - September 18, 2014 Meeting Minutes](#)

[B - February 18, 2015 Meeting Minutes](#)

[14-739](#)

SUBJECT: Parks &amp; Recreation Commission Meeting Minutes for March 23, 2015

Recommendation for Action: Staff recommends that the City Council receive the March 23, 2015 Parks & Recreation Commission Minutes that were approved on April 27, 2015.

**Attachments:** [32315 PRC Minutes](#)

## **G. PRESENTATIONS**

1. [14-710](#)

SUBJECT: Proclamation of Recognition of and Appreciation for National Police Week

Recommendation for Action: Staff recommends that the City Council approve and proclaim May 10-16, 2015 as National Police Week, and Friday, May 15, 2015, as Peace Officers' Memorial Day in Woodland to honor the men and women whose diligence and professionalism keep our community and citizens safe.

**Attachments:** [Proclamation - National Police Week 2015](#)

## **H. MINUTES**

2. [14-741](#)

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of April 7, 2015 and the Special City Council meeting of April 14, 2015.

**Attachments:** [04-07-15 DRAFT Meeting Minutes for Approval](#)  
[04-14-15 DRAFT Meeting Minutes for Approval](#)

## **I. CONSENT CALENDAR**

3. [14-722](#) SUBJECT: Community Development Department's Quarterly Status Report

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

**Attachments:** [A - CDD Quarterly Status Report January thru March 2015 Final](#)  
[B - CDD Capital Project Status Report January thru March 2015 Final](#)

4. [14-709](#) SUBJECT: Second Reading of Updated Ordinance Regulating Storm Water Discharges and Runoff

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. \_\_\_\_\_, replacing Chapter 23D and amending sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10, and 25-22-20 of the Woodland Municipal Code relating to urban storm water quality management and discharge control.

**Attachments:** [Storm Decision Packet FY15](#)

5. [14-714](#) SUBJECT: Approve Contract with Laugenour and Miekle for 2016 Water Main Replacement Project, CIP 15-22

Recommendation for Action: Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, to (1) authorize the City Manager to execute the consultant services agreement with Laugenour and Miekle (L&M) for the 2016 Water Main Replacement Project, CIP 15-22, for an amount not to exceed \$100,500; and (2) approve the reallocation of \$150,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 to the 2016 Annual Water Main Replacement Project, CIP 15-22 to provide for the design budget.

**Attachments:** [A - Resolution](#)  
[B - Scope of work](#)  
[C - Map](#)

6. [14-734](#) SUBJECT: Approval of Management Agent Selection for Leisureville Community Association

Recommendation for Action: Staff recommends that the City Council approve the selection of Association Management Concepts, Inc. (AMC) as the new management agent for the Leisureville Community Association (LCA).

**Attachments:** [Management Services Agreement 23Apr15](#)  
[Management Services Proposal 14Apr15](#)  
[AMC Summary Information](#)

## **J. PUBLIC HEARINGS**

7. [14-738](#) SUBJECT: Public Hearing - Consideration of 2015 - 2019 Community Development Block Grant Consolidated Plan and Update to the Analysis of Impediments to Fair Housing
- Recommendation for Action: Staff recommends that the City Council open the public hearing and it to the May 19, 2015 City Council meeting.
8. [14-748](#) SUBJECT: Public Hearing - Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and into the Spring Lake Maintenance Community Facilities District
- Recommendation for Action: Staff recommends that the City Council open the public hearing and continue it to the May 19, 2015 City Council meeting.
9. [14-749](#) SUBJECT: Public Hearing - Bulls Eye Bail Bonds Project - (1) Request to amend the Downtown Specific Plan to (a) conditionally allow a bail bonds business within District A4 of the Downtown Business District; (b) adopt performance standards for all bail bonds businesses within the Downtown Specific Plan; and (2) approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4
- Recommendation for Action: Staff recommends that the City Council open the public hearing and continue it to the June 2, 2015 City Council meeting.
10. [14-715](#) SUBJECT: Public Hearing - Cal West Tentative Subdivision Map #5075, Spring Lake Specific Plan Area (PLNG 15-00018) - Request by Cal West Investors, LLC and Optimistic Partners, LLC, to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area
- Recommendation for Action: Staff recommends that the City Council take action on the following:
- 1) Conduct a public hearing;
  - 3) Approve the Cal West Tentative Subdivision Map No. 5075 in accordance with the Conditions of Approval; and



4) Introduce and waive the first reading of Ordinance No. \_\_\_\_\_, authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland.

**Attachments:** [ATT 1 City Council Resolution Recommending Approval of TSM 5075](#)  
[ATT 2 \(Ex A to ATT 1\) Tentative Subdivision Map No. 5075](#)  
[ATT 3 City Council Ord Approving DA Second Amend](#)  
[ATT 4 \(Ex 1 to ATT 3\) Second Amend Development Agreement 4.17.15](#)  
[ATT 5 \(Ex C to ATT 4\) Conditions of Approval](#)  
[ATT 6 General Application + Justification Statement](#)  
[ATT 7 2013 Amended and Restated DA + MOA](#)  
[ATT 8 2015 First Amendment DA1](#)  
[ATT 9 Arborist Report 2011](#)  
[ATT 10 Planning Commission Staff Report Cover](#)

11.     [14-721](#)     SUBJECT:     Public Hearing - Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): Request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area

Recommendation for Action: Staff recommends that the City Council

- (1) Conduct a public hearing;
- (2) Adopt the attached Resolution No. \_\_\_\_\_, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act (Attachment 1);
- (3) Adopt the attached Resolution No. \_\_\_\_\_, amending the City General Plan land use designations in accordance with the proposed Spring Lake Central General Plan Amendment (Attachment 2);
- (4) Adopt the attached Resolution No. \_\_\_\_\_, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Spring Lake Central Specific Plan Amendment (Attachment 3);
- (5) Introduce and waive the first reading of Ordinance No. \_\_\_\_\_, approving the First amendment to the Development Agreement between the City of Woodland and Woodland Spring Lake Partnership, L.P. to use and develop the Spring Lake Central Project Area located within the Spring Lake Specific Plan Area (Attachment 4).

**Attachments:** [1. City Council Resolution Adopting CEQA ADDENDUM EIR Addendum #12](#)  
[2. City Council Resolution Amending the General Plan](#)  
[3. City Council Resolution Amending the Spring Lake Specific Plan](#)  
[4. City Council Ord Approving the First Amendment to the DA](#)  
[5. Exhibit 1 to \(att 4\) - 2007 Development Agreement](#)  
[6. Exhibit 2 to \(att 4\) - First Amendment to the Development Agreement](#)  
[Exhibit C to \(Exhibit 2 of att 4\) - Findings and Conditions as amended.pdf](#)  
[8. Exhibit I to \(Exhibit 2 of att 4\) - Spring Lake Fees](#)  
[9. Project Application and Justification Statement](#)  
[10. Tentative Subdivision Map No. 5027](#)  
[11. Comments Letters from the public concerning the item](#)  
[12. Planning Commission Cover Report from April 16, 2015](#)

## **K. REPORTS OF THE CITY MANAGER**

12. [14-729](#) SUBJECT: Adopt Resolution accepting Public Improvements and Authorizing the City Clerk to file the Notice of Completion for Subdivision No. 5004 (Parkview)

Recommendation for Action: Staff recommends that the City Council adopt resolution No. \_\_\_\_\_, to accept the public improvements constructed by Subdivision Map 5004; and authorize the City Clerk to file the Notice of Completion.

**Attachments:** [A - Resolution](#)  
[B - Location Map](#)

13. [14-712](#) SUBJECT: Approval of Pak Improvements to be funded through Housing Related Parks Program Grant

Recommendation for Action: Staff recommends that the City Council approve the specific capital improvement projects proposed to be funded through a pending State Housing-Related Parks Program grant. These projects are located at Christiansen, City, Everman, and Campbell Parks.

14. [14-736](#) SUBJECT: Enable Woodland Property Owners to participate in the California HERO PACE Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, consenting to the inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure and approving an amendment to the related Joint Powers Agreement.

**Attachments:** [Hero Resolution and JPA Amendment California HERO Program](#)

15.     [14-737](#)     SUBJECT:     Water Conservation and Drought Planning Update
- Recommendation for Action: Staff recommends that the City Council receive an informational presentation on water conservation and drought planning.
- Attachments:   [Att 1 - Explanation of Water Conservation Terms and Numbers](#)  
                      [Att 2 - Current and Anticipated Water Conservation Regulations](#)
16.     [14-699](#)     SUBJECT:     Review of Development Impact Fee Program
- Recommendation for Action: Staff recommends that the City Council receive this informational item related to the City's Development Impact Fee Program.
- Attachments:   [2015 Development Impact Fees.pdf](#)  
                      [2006 MPFP Summary of Facility Costs.pdf](#)  
                      [2008 MPFP Summary of Facility Costs.pdf](#)  
                      [2008 MPFP Facility Cost Funding Sources.pdf](#)
17.     [14-745](#)     SUBJECT:     Resolution Establishing a Flood Control Advisory Committee and Nomination of Candidates
- Recommendation for Action: Staff recommends that the City Council:
- 1) Approve Resolution No. \_\_\_\_\_, establishing the Flood Control Advisory Committee, as proposed; and
  - 2) Appoint members of the public to serve on the Flood Control Advisory Committee, as recommended by the Council's Flood Project sub-committee.
- Attachments:   [FCAC Resolution](#)

## L.     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 May 5, 2015 was posted on May 1, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.*

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*Ana B. Gonzalez, City Clerk*

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

## Legislation Text

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**File #: 14-744, Version: 1**

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**TO:** THE HONORABLE MAYOR AND CITY COUNCIL

**DATE:** May 5, 2015

**SUBJECT:** Long Range Calendar

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

**Staff Contact**

Ana Gonzalez, City Clerk - (530) 661-5806, [ana.gonzalez@cityofwoodland.org](mailto:ana.gonzalez@cityofwoodland.org)

**Background**

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

Prepared by: Ana Gonzalez, City Clerk



Paul Navazio, City Manager

Attachment

**COUNCIL LONG RANGE CALENDAR**  
**Items subject to removal and/or rescheduling**

**MAY 19<sup>TH</sup>**

**REGULAR MEETING**

**REPORTS DUE 5/5**

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**Presentation**

Older Americans Month  
PW Week

**Consent Calendar**

2<sup>nd</sup> Reading of Recycled Water Ordinance  
Annual Water Quality Report  
WVAD Resolution of Intent  
2015/16 Action Plan and Proposed CDBG Funding Recommendations  
City Council Approval of Woodland Recreation Foundation Bylaws  
2<sup>nd</sup> reading of Tobacco Retail Licensing Ordinance  
App Contract w/Laugenour & Mickle for 2016 Water Main Replacement CIP 09-23

**Public Hearing**

CDBG - Updated Five-Year Plan  
Proposed Tax Levy – Annex Territory in a CFD  
Amendment to Solar Purchase Power Agreement

**Regular Calendar**

Adopt Reso Expanding Restrictions for Stage One, Water Alert Water Shortage Contingency Plan  
Railroad Crossing Agreement with Sierra Northern  
1<sup>st</sup> reading Recycled Water Ordinance (Tim Busch) – 14-725  
Introduction of FY 2015/16 Budget

**JUNE 2<sup>ND</sup>**

**REGULAR MEETING**

**REPORTS DUE 5/19**

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**Minutes**

Adopt City Council Minutes of May 5<sup>th</sup> and 19<sup>th</sup>

**Consent Calendar**

Consideration of 2015/16 CDBG Consolidated Plan – Impediments to Fair Housing

**Public Hearing**

Bulls Eye Bail Bonds Project

**Regular Calendar**

Overview of Capital Budget  
Ordinance Amending Chapter 2 of City Code – Council Meetings  
Resolution Adopting Rosenberg's Rules of Parliamentary Procedures

**JUNE 16<sup>TH</sup>**

**REGULAR MEETING**

**REPORTS DUE 6/2**

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**Regular Calendar**

Adopt Budget

Reappoint/Appoint members to various Boards and Commissions with June 30<sup>th</sup> expiring terms

WVAD Resolution of Intent

**JULY 7<sup>TH</sup>**

**REGULAR MEETING**

**REPORTS DUE 6/23**

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**Consent Calendar**

Set Public Hearing for WM Liens

**JULY 21<sup>ST</sup>**

**REGULAR MEETING**

**REPORTS DUE 7/7**

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**Public Hearing**

Hold Public Hearing for WM Liens and Adopt Resolution to Line Properties

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

Update/Revision of Development Impact Fees

**FUTURE STUDY SESSIONS (TBD):**

Lower Cache Creek Flood Control Feasibility Study

Update Economic Development Strategic Plan

**GENERAL PLAN:**

Week of May 11<sup>th</sup> - General Plan Steering Committee Workshop

June - Planning Commission Public Meeting(s) - depending upon scope of the resulting discussion

July - City Council Public Meeting(s) - depending upon scope of the resulting discussion)

Updated 5/1/15





## Legislation Text

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**File #: 14-713, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: May 5, 2015**

**SUBJECT: Commission on Aging Meeting Minutes for March 12, 2015**

Recommendation for Action: Staff recommends that the City Council receive the March 12, 2015 Commission on Aging Minutes that were approved on April 9, 2015.

**Staff Contact**

Dallas Tringali, Community Services Program Manager, 661-2005, Dallas.tringali@cityofwoodland.org

**Conclusion**

Staff recommends that the City Council receive the March 12, 2015 Commission on Aging Minutes that were approved on April 9, 2015.

Prepared by: Dallas Tringali, Community Services Program Manager



Paul Navazio, City Manager

Attachment: March 12, 2015 Commission on Aging Meeting Minutes



## Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

### Regular Meeting Minutes

**March 12, 2015**

#### Call to Order

Meeting convened at 3:03 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Campbell presiding.

#### Roll Call

Commissioners Present: Garman, Campbell, Sanborn, Brown

Staff: Engel, Tringali, Haynie

Guest:

#### Pledge of Allegiance

#### Communications-Commission/Staff Statements and Requests

Commissioner Campbell suggested setting a time limit on presentations and following the 3 minute rule for public comment. Commissioners discussed the request and decided that presentations will be limited to 10 minutes but that more or less time could be allotted depending on the topic, on a case-by-case basis.

#### Consent Item

##### Minutes

Commissioner Brown made the motion to accept the minutes of February 12, 2015, Commissioner Sanborn seconded the motion. 5/0

#### Correspondence

None

#### Regular Calendar

##### Appoint Commissioner to Yolo County Commission on Aging and Adult Service and Make Appointment Recommendation to the City Council

Commissioner Sanborn made a motion to appoint Commissioner Brown to Yolo County Commission on Aging and Adult Service; Commissioner Garman seconded the motion. 5/0

##### Workplan 2015

Commissioner Overholt discussed the Speaker Series with the next topic Important Documents in early May. Tringali and Commissioner Overholt will work on the date and room reservation; finalizing event for publication in the April Senior Gram.

##### Senior Resource Fair

Tringali supplied an update on vendor confirmation, with 33 vendors confirmed. Staff will send follow up letters to the vendors not yet confirmed.

#### Report of the Staff

##### Senior Center Report

Tringali reported on the March 6<sup>th</sup> ReXpo and Senior Art Show. Staff estimated attendance of 500-700 for both events, with good traffic flow through the Senior Art Show. The new set up for the event was



## Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

successful and the Food Trucks were popular. Jan Bellows held a flower arranging class with 12 participants plus one grandson. Senior Center, Inc. Hand and Foot card party fundraiser is sold out. Tax Aid only has four spots left to fill. Commissioner Overholt suggested that the overflow of request for Tax Aid be sent to Centers for Families. Tringali is working with Woodland PD and Yolo County District Attorney to schedule a resource fair in the gym related to fraud protection. Engel informed the Commission that City Council will appoint a new COA Commissioner at the March 17<sup>th</sup> City Council meeting. New Commissioner should attend the next COA meeting in April. Commissioner Sanborn stated that SCI had found an instructor for training seniors on the new cell phones. Training will be available every Friday in April, 1-3:30 p.m.

### Facility Update, Senior Issues

Engel updated the Commission on the Solar Project for the Woodland Community & Senior Center. Engel will update the Commission as the project moves forward. Local residents have approached the City for a Memorial Tree Grove on the Woodland Community & Senior Center property; currently this is moving through the City process.

Business Items for Next Meeting  
Speaker Series  
Senior Resource Fair 2015- Update  
Senior Center Report  
Facilities update  
Next Meeting Date April 9, 2015

### Adjourn

Commissioner Overholt made the motion to adjourn the meeting at 3:44 p.m., Commissioner Sanborn seconded the motion, and motion carried 5/0.

Respectfully submitted,

Cathy Haynie, CS Administrative Supervisor  
Community Services Department



## Legislation Text

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**File #: 14-717, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: May 5, 2015**

**SUBJECT: Planning Commission Meeting Minutes**

**Recommendation for Action:** Staff recommends that the City Council receive the minutes of the Planning Commission meetings of March 19, 2015 and April 2, 2015 that were approved on April 16, 2015 by the Planning Commission.

**Staff Contact**

Debbie Flemmer, Administrative Clerk, Community Development Department



Paul Navazio, City Manager

**ATTACHMENTS:** A - March 19, 2015 Meeting Minutes  
B - April 2, 2015 Meeting Minutes



# City of Woodland

## Meeting Minutes - DRAFT - For Approval Planning Commission

City of Woodland Planning  
Commission  
c/o Community  
Development Department  
300 First Street  
Woodland, CA 95695  
530-661-5820

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Thursday, March 19, 2015

6:30 PM

Council Chambers

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### A. Call to Order

*Meeting was called to order at 6:35 pm  
Staff Present:  
Cindy Norris, Principal Planner*

### B. Roll Call

*Present 7:  
Commissioner Chris Holt, Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner John Murphy, Commissioner Elodia Ortega-Lampkin, Commissioner Kirby Wells and Commissioner Steve Harris*

*Absent 0*

### C. Approval of Minutes

**14-633**

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the Revised Minutes of the Planning Commission meeting of December 18, 2014; to approve a correction to the action taken on public hearing item no. 14-484, Spring Lake Specific Plan - Cal West Project.

**Attachments:** [Revised December 18, 2014 Meeting Minutes](#)

*A motion was made by Commissioner Lizarraga, seconded by Commissioner Wells that they be approved. The motion carried by the following vote:*

*Ayes: Commissioner Holt, Commissioner Lizarraga and Commissioner Wells*

*Abstained by : Commissioner Murphy, Commissioner Lopez, Commissioner Ortega-Lampkin and Commissioner Harris*

**14-634**

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of February 19, 2015.

**Attachments:** [February 19, Draft Meeting Minutes](#)

*A motion was made by Commissioner Lizarraga, seconded by Commissioner Holt that the minutes be reviewed and any corrections necessary be incorporated, and that they be approved. The motion carried by the following vote:*

*Ayes: Commissioner Holt, Commissioner Lizarraga and Commissioner Murphy  
Abstained by: Commissioner Wells, Commissioner Lopez, Commissioner  
Ortega-Lampkin and Commissioner Harris*

**D. Directors Report****E. Public Comment****F. Communications**

*Commissioner Lopez requested that staff report back on the next agenda on  
Planning Commission procedures regarding voting and quorums.*

*Commissioner Holt requested that a review of Planning Commission Subcommittees  
and appointments be placed on the next agenda.*

*Commissioner Wells requested a status update on the AT & T wireless tower on  
Hays Lane.*

**G. Subcommittee Reports****H. Public Hearing****I. New Business****14-638****MEMORANDUM**

TO: Members of the Woodland Planning Commission

FROM: Cindy A. Norris, Principal Planner

SUBJECT: Design Review for Meritage Homes - Mayfair Subdivision  
at Spring Lake

TO: Members of the Woodland Planning Commission

DATE: March 19, 2015

RECOMMENDATION: Staff recommends that the Planning  
Commission:

1. Review and approve the proposed conceptual residential designs  
for Meritage Homes - Mayfair Subdivision at Spring Lake.

**Attachments:**     [ATTACHMENT 1 Application and Justification Statement](#)  
[ATTACHMENT 2 Elevations, Floor Plans, Landscape Plans  
\(Residential Design Booklet\)](#)  
[ATTACHMENT 3 Pre Plot Exhibit](#)  
[ATTACHMENT 4 Color samples](#)  
[ATTACHMENT 5 Courtyard, Porch and Garage Table](#)  
[ATTACHMENT 6 Heritage Remainder Subdivision Map 5048 \(Phase  
I\)](#)  
[ATTACHMENT 7 Heritage Remainder Map #5048 MOU, Ord. 1563  
& COA](#)

*A motion was made by Commissioner Lizarraga, seconded by Commissioner Kirby to approve. The motion carried by the following vote:*

*Ayes Commissioner Holt, Commissioner Lizarraga, Commissioner Lopez,  
Commissioner Murphy, Commissioner Ortega-Lampkin, Commissioner Wells and  
Commissioner Harris*

**J. Old Business**

**K. Adjournment**

*Meeting was adjourned at 7:54 pm*

**The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.**





# City of Woodland

## Meeting Minutes - Draft

### Planning Commission

City of Woodland Planning  
Commission  
c/o Community  
Development Department  
300 First Street  
Woodland, CA 95695  
530-661-5820

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Thursday, April 2, 2015

6:30 PM

Council Chambers

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#### A. Call to Order

*Meeting was called to order at 7:10 pm*

*Staff Present:*

*Ken Hiatt, Director*

*Cindy Norris, Principal Planner*

*Erika Bumgardner, Senior Planner*

*James Beggs, Planning Intern*

*NOTE: [The meeting was delayed due to technical difficulties with recording. The first portion of the meeting is audio recorded only with the balance recorded on video.]*

#### B. Roll Call

*Present 6:*

*Commissioner Steve Harris, Commissioner Chris Holt, Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner Elodia Ortega-Lampkin and Commissioner Kirby Wells*

*Absent 1:*

*Commissioner John Murphy*

[14-670](#)

**SUBJECT:** Election of Officers for Chair and Vice-Chair of the Planning Commission

**Attachments:** [City of Woodland Planning Commission Rules and Regulations](#)

*Nominations for Chair on the Planning Commission were made; Commissioner Lizarraga for Commissioner Holt; Commissioner Lopez for Commissioner Wells and Commissioner Harris for Commissioner Lopez. A vote was taken in the order of nomination.*

*For Commissioner Holt:*

*Ayes: Commissioners Lizarraga, Ortega-Lampkin and Holt*

*For Commissioner Wells*

*Ayes: Commissioners Lopez, Harris and Wells*

*For Commissioner Lopez*

*Ayes: No more votes remain*

*The vote was taken and failed due to a (3) (3) split*

*A second vote was taken:*

*For Commissioner Holt*

*Ayes: Commissioners Lizarraga, Ortega-Lampkin and Holt*

*For Commissioner Wells*

*Ayes: Commissioners Lopez, Harris and Wells  
For Commissioner Lopez  
Ayes: No more votes remain*

*The vote was taken and failed due to a (3) (3) split*

*A third vote was taken and Commissioner Wells was elected to Chair of Planning Commission by a 6-0 vote in favor.*

*Ayes: Commissioners Holt, Ortega-Lampkin, Harris, Lopez, Wells and Lizarraga*

*Chairman Wells called for nominations for Vice Chair of the Planning Commission. Commissioner Lizarraga nominated Commissioner Holt and Chairman Wells nominated Commissioner Lopez. Commissioner Holt was elected to Vice Chairman by a 4-2 vote.*

*Ayes cast for Commissioner Holt : Commissioners Lizarraga, Ortega-Lampkin, Holt and Chairman Wells*

*Ayes cast for Commissioner Lopez: Commissioners Harris and Lopez*

### **C. Approval of Minutes**

[14-672](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of March 19, 2015.

**Attachments:** [3 19 15 Draft Meeting Minutes.pdf](#)

*The Planning Commission requested that the minutes for February 19, 2015 and March 19, 2015 be brought back for review and action on the April 16, 2015 agenda. They requested verification of the action taken regarding the December 18, 2014 minutes.*

*NOTE: [Per the City Attorney; actions taken at the March 19, 2015 Planning Commission Meeting were valid, as there was a quorum of Commissioners present at that meeting]*

### **D. Directors Report**

### **E. Public Comment**

### **F. Communications**

### **G. Subcommittee Reports**

### **H. Public Hearing**

[14-673](#)

[CONTINUED TO APRIL 16, 2015 PLANNING COMMISSION MEETING]

Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): Request to amend the General Plan, Spring Lake Specific

Plan, Development Agreement and approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within Spring Lake Specific Plan area.

The proposal will include:

- 1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 - 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 - 12 du/ac) acreage from 43.2 to 23.1 acres, reduce Medium density (8 - 15 du/ac) acreage from 9.0 to 0.0 acres and increase High Density residential (15 - 25 du/ac) acreage from 7.6 to 9.3 acres;
- 2) amending the Spring Lake Specific Plan land use designations to increase residential R-4 (3-4 du/ac) acreage from 0.0 to 33.3 acres; decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; decrease the multiple family residential R-15 (10-15 du/ac) from 9.3 to 0.0 acres; decrease the multiple family residential R-20 (16-20du/ac) acreage from 7.6 to 0.0; and increase the multiple family R-25 acreage (23-25 du/ac) from 0.0 to 9.3;
- 3) Reconfiguring the Spring Lake Village Center by relocating the park site (and fire station); and the commercial site and adding 8.3 acres of multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

[14-658](#)

Uvaggio Wine Bar Conditional Use Permit (CUP); Request for a CUP approval to allow a wine bar including on-site alcohol sales and limited special events at 703 Main Street, in the Central Business District, Downtown Specific Plan, Area A2.

Location: 703 Main Street, Woodland CA

Applicant/Owner: Uvaggio LLC

Environmental Report: Categorical Exemption - Class 3, Conversion of Small Structure

APN: 005-224-007-000

Project Planner: Erika Bumgardner, Senior Planner  
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions

**Attachments:**     [Att 1 Planning Commission Resolution, Exhibit A COA & Exhibit B Project Site Plan](#)  
[Att 2 Zoning Ord. Section 25-21-70b - Alcoholic Beverage Establishments within CBD](#)  
[Att 3 General Application Form and Project Justification Statment](#)

*A motion was made by Commissioner Lizarraga, seconded by Commissioner Lopez to approve the Uvaggio Wine Bar Conditional Use Permit to allow a wine bar including on-site alcohol sales and limited special events at 703 Main Street, in the Central Business District, Downtown Specific Plan, Area A2. The motion was carried by the following vote:*

*Ayes: Commissioners Harris, Holt, Lizarraga, Lopez, Ortega-Lampkin and Wells*

[14-668](#)

Bulls Eye Bail Bonds Project: Request to recommend to the City Council amending the Downtown Specific Plan to, (a) conditionally allow a bail bonds business within District A4 of the Downtown Business District; and (b) to adopt performance standards for all bail bonds businesses within the Downtown Specific Plan and to approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4.

Location: 1037 Main Street, Woodland, CA 95695

Applicant/Owner: Michael Balasa (Applicant), 1037 Main Street, Woodland, CA 95695; Nebulous Enterprises, LLC (Owner), 1033 Main Street, Woodland, CA 95695

Environmental Report: Categorical Exemption

APN: 005-645-013-000

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Recommend City Council approval of (1) the proposed Downtown Specific Plan Amendments to permit bail bonds businesses as a conditional use in the A4 District and to add performance standards for bail bonds businesses; and (2) a Conditional Use Permit for the Bulls Eye Bail Bonds business with specified conditions

**Attachments:**     [1. Planning Commission Resolution](#)  
[2. Ex 1 City Council Ordinance Amending the DSP](#)  
[3. Ex 2 City Council Resolution Approving CUP](#)  
[4. Ex A CUP Conditions of Approval](#)  
[5. Downtown Specific Plan Districts Map](#)  
[6. General Application and Project Justification Statement](#)

*A motion was made by Commissioner Holt to recommend City Council approval (staff recommendation) of the proposed Downtown Specific Plan amendment and of the*

*Bulls Eye Bail Bonds Conditional Use Permit to allow operation of the business at 1037 Main St.*

*A second was not made and the motion did not carry. A second motion was made by Commissioner Lizarraga, seconded by Commissioner Lopez to recommend that City Council deny the request for a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main St, within District A4; and further to deny recommendation to City Council to amend the Downtown Specific Plan to conditionally allow a bail bonds business within the District A4. The motion was carried by the following vote:  
Ayes: Commissioners Harris, Lizarraga, Lopez, Ortega-Lampkin and Wells  
Nos: Commissioner Holt*

## **I. New Business**

[14-671](#)

### **MEMORANDUM**

TO: Members of the Woodland Planning Commission  
FROM: Cindy A. Norris, Principal Planner  
SUBJECT: Review of Planning Commission Subcommittees  
DATE: April 2, 2015

### **RECOMMENDATION:**

Staff recommends that the Planning Commission: Review the Planning Commission Subcommittee List and select among current membership for appointment.

**Attachments:** [Subcommittee List](#)

*The Planning Commission requests that the review of the Planning Commission Subcommittee List and Appointments be continued to the next meeting.*

## **J. Old Business**

## **K. Adjournment**

*Meeting was adjourned at 8:46 pm*

**The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.**





## Legislation Text

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**File #: 14-718, Version: 1**

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**TO:** THE HONORABLE MAYOR AND CITY COUNCIL

**DATE:** May 5, 2015

**SUBJECT:** Historic Preservation Commission Meeting Minutes

**Recommendation for Action:** Staff recommends that the City Council receive the minutes of the Historic Preservation Commission meetings of September 18, 2014 and February 18, 2015 that were approved on April 15, 2015 by the Historic Preservation Commission.

**Staff Contact**

Debbie Flemmer, Administrative Clerk, Community Development Department

A handwritten signature in cursive script, reading "Paul Navazio".

Paul Navazio, City Manager

**ATTACHMENTS:** A - September 18, 2014 Meeting Minutes  
B - February 18, 2015 Meeting Minutes



# City of Woodland

## Meeting Minutes Historic Preservation Commission

Historic Preservation  
Commission  
c/o Community  
Development Department  
300 First Street  
Woodland, CA 95695  
(530) 661-5820

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Wednesday, September 3, 2014

6:00 PM

Council Chambers

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### 2014 Heritage Home and Preservation Award Ceremony

#### A. Call to Order

*Meeting was called to order at 6:00 pm  
Staff present:  
Paul Hanson, Senior Planner*

#### B. Roll Call

*Present 5:  
Cheryl Bookshear, Robert Orlins, Mark Aulman, BJ Ford and Christine Casey*

#### C. Approval of Minutes

#### D. Secretary's Report

#### E. Public Comment

#### F. Communications

#### G. Presentations

**14-354**

2014 Heritage Home and Preservation Award Ceremony: This year's awards ceremony will mark the 26th year the City of Woodland has presented the Heritage Home Awards to local homeowners.

The Heritage Home Award is a public recognition award recognizing remarkable family homes and commemorates that home's contribution to the aesthetically and historically significant residential architecture of Woodland. The award is honorary, and recognizes the homes as a special community resource and recognizes those homes that have been well cared for or well restored. The 2014 Heritage Home Award recipients are:

- The Barzo home at 543 Third Street, Date of Construction - 1927
- The Westwood home 310 Cross Street, Date of Construction - 1896
- The Monley home at 421 Pendegast Street, Date of Construction -



1912

The Preservation Award is granted at the discretion of the Historic Preservation Commission. The Historic Preservation Award acknowledges the work of individuals, organizations, and businesses to further historic preservation and work on commercial properties. The 2014 Preservation Award recipients are:

- Meg and Tom Stallard
- BJ Ford
- Sacramento Valley Historical Railways

**Attachments:**     [Heritage Home Preservation Award 2014 slide show.pdf](#)

## **J. Adjournment**

*The meeting was adjourned at 6:45 pm*



# City of Woodland

## Meeting Minutes - Draft Historic Preservation Commission

Historic Preservation  
Commission  
c/o Community  
Development Department  
300 First Street  
Woodland, CA 95695  
(530) 661-5820

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Wednesday, February 18, 2015

6:00 PM

Council Chambers

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### A. Call to Order

*Meeting was called to order at 6:00 pm*

*Staff Present:*

*Cindy Norris*

### B. Roll Call

*Present 3:*

*Commissioner Cheryl Brookshear, Commissioner Robert Orlins and Commissioner Christine Casey*

*Absent 1:*

*Commissioner Mark Aulman*

### C. Approval of Minutes

[14-423](#)

SUBJECT: Historic Preservation Commission Minutes

RECOMMENDATION: Staff recommends that the Historic Preservation Commission adopt the minutes of the Historic Preservation Commission meeting of September 3, 2014.

Attachments: [9\\_3\\_14 Meeting Minutes.pdf](#)

*A motion was made by Commissioner Casey, seconded by Brookshear to approve the minutes of September 3, 2014. The motion was carried by the following vote:*

*Ayes: Commissioners Brookshear, Orlins and Casey*

### D. Secretary's Report

### E. Public Comment

### F. Communications

*Commissioner Brookshear requested an item be placed on a future agenda to discuss the use of graduate students to conduct a historic survey of Woodland housing tracts and a possible subcommittee for this item.*

*Commissioner Casey requested that an item be placed on a future agenda for discussion concerning the honorary district located between Third St and College St and South of Cross St.*

**G. Presentations****H. New Business**[14-588](#)

SUBJECT: Election of Officers for Chair and Vice-Chair of the Historic Preservation Commission

**Attachments:** [City of Woodland Historic Preservation Commission Rules and Regulations](#)

*Commissioner Olins nominated Commissioner Casey as Chair and Commissioner Brookshear as Vice Chair. Upon a call for a vote Commissioner Casey was voted as Chair and Commissioner Brookshear was voted as Vice Chair by the following vote: Ayes Commissioners Brookshear, Olins and Casey*

[14-448](#)

SUBJECT: Street Sign Enhancements for Historic areas

RECOMMENDATION: Staff recommends that the Historic Preservation Commission receive the presentation from Dino Gay regarding street sign enhancements for the historic areas of Woodland. Staff is recommending that the Historic Preservation Commission consider the historic street sign proposal and 1) request further information from Mr. Gay or staff; 2) request staff brings the item back to the Commission for a formal recommendation to the City Council.

**Attachments:** [Historic Downtown Street Signs](#)

*The Commission requested that staff provide additional information on a future agenda that should include: 1) number of sign toppers that might be required within the various identified districts, such as the Beamer Matroni Honorary District; 2) estimated cost for the sign toppers; 3) overall identification of any available funds allocated to Historic Preservation projects; and 4) the possibility for way-finding signage rather than toppers identify the various districts.*

[14-451](#)

SUBJECT: Downtown Streetscape Improvement Project

RECOMMENDATION:

Staff recommends that the Historic Preservation Commission receive the information on the Downtown Streetscape Improvement Project.

**Attachments:** [Streetscape Location Map](#)

*No Action*

[14-456](#)

SUBJECT: Informational Update Regarding the State Theater

RECOMMENDATION: Staff recommends that the Historical Preservation Commission receive a presentation from staff as an informational update concerning the State Theater Project.

**Attachments:**    [A - EXT. ELEVS North, South & East](#)  
                              [B - EXT ELEVS West](#)  
                              [C - 3D Graphic Illustration of the North Elevation](#)  
                              [D - Floor and Site Plan](#)

*No Action*

[14-597](#)                      SUBJECT:    Heritage Home Award Process 2015

**Attachments:**    [Heritage Home Award Selection Guidelines](#)

[14-590](#)                      SUBJECT:    Preservation Award Process 2015

**Attachments:**    [Previous Preservation Awards](#)

**I.     Old Business**

**J.     Adjournment**

*Meeting was adjourned at 7:00 pm*

## Legislation Text

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**File #: 14-739, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Parks & Recreation Commission Meeting Minutes for March 23, 2015**

Recommendation for Action: Staff recommends that the City Council receive the March 23, 2015 Parks & Recreation Commission Minutes that were approved on April 27, 2015.

**Staff Contact**

Kris Bain, Community Services Program Manager, 661-2002, [krista.bain@cityofwoodland.org](mailto:krista.bain@cityofwoodland.org)

**Conclusion**

Staff recommends that the City Council receive the March 23, 2015 Parks & Recreation Commission Minutes that were approved on April 27, 2015.

Prepared by: Kris Bain, Community Services Program Manager



Paul Navazio, City Manager

Attachment: March 23, 2015 P&R Commission meeting minutes

## **Parks & Recreation Commission Minutes**

**Monday, March 23, 2015**

**City Hall – 300 First Street – 2<sup>nd</sup> Floor Council Chambers**

### **Call to Order**

The Parks & Recreation Commission meeting was called to order by Chair Jesse Salinas at 6:32 p.m. on Monday, March 23, 2015 at the Woodland City Hall Council Chambers.

### **Pledge of Allegiance**

### **Roll Call**

Commission Members Present:           Chair Jesse Salinas  
                                                          Vice Chair Carla White-Snyder  
                                                          Commissioner Stephanie Miller  
                                                          Commissioner Jon-Paul Valcarenghi

Commission Member Absent:           Commissioner Ruben Morales Jr.  
                                                          Commissioner Enrique Fernandez  
                                                          Commissioner Joe Romero

Staff Present:                               CS Director Christine Engel  
                                                          PW Deputy Director Rob Sanders  
                                                          CS Administrative Supervisor Cathy Haynie

### **Public Comment (none)**

### **Presentation (none)**

### **Communication-Commission/Staff Statements and Requests**

Engel wanted to thank everyone who came to ReXpo, the event is continuing to grow.

### **Committee Reports**

#### **Activity Transportation and Outreach**

Commissioner Salinas asked that this item be tabled for and put on the June agenda.

### **Discuss Status of Accomplishing Work Plan Items in 2015**

Commission discussed 2015 Work Plan, the results are as follows.

1. Urban Forest has achieved the 2015 goals and Committee will send Haynie wording for 2016.

2. Review Policies will stay on 2016 Work Plan and is as needed.
3. Creation of Sub-Committee to Assess Purpose and Relevance of Current Sub-Committees has achieved the 2015 goals and Committee will send Haynie wording for 2016.
4. Assist in the Development and Implementation of the City's Fitness Initiative has achieved the 2015 goals and Committee will send Haynie wording for 2016.
5. Participate in Strategic Planning Efforts that Promote Healthy Communities has achieved the 2015 goals and Committee will send Haynie wording for 2016.

Committees will meet four times a year. Outreach and Education is a goal that Commission will add to Work Plan. Each Committee lead will supply Haynie with wording by April 13, 2015 to be included in the meeting. April 28<sup>th</sup> kick-off event for Commit2Fit for May, online registration is available for Commit2Fit.

### **Consent**

#### **January 26, 2015 Minutes**

**Action:** Valcarengi Moved/ White -Snyder Seconded to adopt the minutes of the Commission Meeting of January 26, 2015

Motion carried by the following roll call vote:

Ayes: Miller, Salinas, Valcarengi, White-Snyder

Noes: none

### **Discuss and Approve**

#### **April Meeting Date Change Start Time to 7:30 p.m.**

Engel pulled this item, noting that the Clark Field Anniversary event will be moved to May with an alumni game.

### **Staff Reports**

#### **Parks Report**

Sanders reported that on March 7, 2015 residents voted for the playgrounds at Crawford and City Park. Sanders stated 138 people attended the City Park event and 192 at Crawford Park. Demolition at City Park starts tomorrow and the equipment should be installed by April 20<sup>th</sup>. Arbor Day volunteers planted over 100 trees. There was a ribbon cutting at Klenhard Park for the new T-Ball field installed by Cal Ripken. Commissioner Salinas had asked for information on the City's Lighting and Landscape Districts which Sanders included in this report. Sanders will supply the Commission with maps of the L&L Districts.

**Action:** Received

#### **Community Services Report**

Engel reported that there will be a Special Commission Meeting on April 2, 2015 at 6:30 p.m. at the Woodland Community & Senior Center so the Cal Poly Students can meet with the Commission to explain the Parks Master Plan Update process. Hiddleson Pool did not pass the dye test which makes the project over a million dollars, Hiddleson will be added to that April agenda. Commissioner Valcarengi recommended that the Playground & Facilities Committee meet with staff before the next meeting and

give the Commission a recommendation. First annual Caesar Chavez Celebration will be held on Tuesday, March 31<sup>st</sup>. Second Teen Movie Night is on March 24<sup>th</sup>.

**Action:** Received

**Items for next meeting:**

Hiddleson Recommendation

FY16 Work Plan

Housing Related Parks Program Grant

Adopt Minutes March 23, 2015

April Community Services Report

April Parks/Street/Tree Report

**Next Meeting May 18, 2015**

**Adjourn 7:40 p.m.**

**Action:** Miller Moved/ Romero Seconded to adjourn the meeting.

Motion carried by the following roll call vote:

Ayes: Miller, Salinas, Valcarenghi, White-Snyder

Noes: none



## Legislation Text

1.

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**File #: 14-710, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Proclamation of Recognition of and Appreciation for National Police Week**

Recommendation for Action: Staff recommends that the City Council approve and proclaim May 10-16, 2015 as National Police Week, and Friday, May 15, 2015, as Peace Officers' Memorial Day in Woodland to honor the men and women whose diligence and professionalism keep our community and citizens safe.

**Fiscal Impact**

This action has no fiscal impact.

**Background**

In 1962, President John F. Kennedy signed Public Law 87-726 designating May 15 each year as Peace Officers' Memorial Day, in honor of the Federal, State, and Municipal officers who have been killed or disabled in the line of duty; and the week in which May 15 occurs as National Police Week, in recognition of the service given by the men and women who, night and day, stand guard in our midst to protect us through enforcement of our laws. The law was amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, signed by President Bill Clinton, directing that the flag of the United States be displayed at half-staff on all government buildings on May 15 each year. While the actual dates change from year to year, National Police Week is always the calendar week beginning on a Sunday, which includes May 15.

Though enacted in 1962, it was not until May 15, 1982, that the first National Peace Officers' Memorial Day service was held. The Joint Resolution was enacted in recognition of the police officers of our country who work devotedly and selflessly on behalf of the people of the United States, regardless of the peril to themselves. These officers safeguard the lives and property of their fellow Americans by the enforcement of our laws. By their patriotic service and dedicated efforts, these men and women deserve, and have earned, the gratitude of the Nation.

In the year 2014, 116 Law Enforcement Officers, nationwide, lost their lives in the line of duty. The average age of the officer is 40 years old; and the average length of tour of duty is 12½ years.

**Recommendation for Action**

Staff recommends that the City Council issue a Proclamation declaring May 10-16, 2015, as National Police Week, and Friday, May 15, 2015, as Peace Officers' Memorial Day.

Prepared by: Bonnie Sylva  
Administrative Secretary

Approved by: Dan Bellini  
Chief of Police

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment: Proclamation

# CITY OF WOODLAND PROCLAMATION OF RECOGNITION OF AND APPRECIATION FOR NATIONAL POLICE WEEK

- WHEREAS,** the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day and the week in which May 15 occurs as National Police Week; and
- WHEREAS,** the members of the Woodland Police Department play an essential role in safeguarding the rights and freedoms of the community of Woodland; and
- WHEREAS,** it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, protecting them against violence and disorder; and by protecting the innocent against deception and the weak against oppression; and
- WHEREAS,** the men and women of the Woodland Police Department unceasingly provide a vital public service; and
- NOW THEREFORE,** be it resolved the City Council of the City of Woodland hereby adopts this Proclamation of Recognition and Appreciation and calls upon all citizens of Woodland and upon all patriotic, civic, and educational organizations to observe the week of May 10-16, 2015, as National Police Week with observances in which all of our citizens may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities have provided a dedicated service to their community. In so doing, they have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. The City Council further calls upon citizens of Woodland to observe May 15, 2015, as Peace Officers' Memorial Day in honor of those law enforcement officers, who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and let us recognize and offer our gratitude to the survivors of our fallen heroes.

PASSED AND ADOPTED this 5<sup>th</sup> day of May, 2015

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Tom Stallard, Mayor

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William Marble, Mayor Pro-Tempore

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Sean Denny, Council Member

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Jim Hilliard, Council Member

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Angel Barajas, Council Member





## Legislation Text

2.

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**File #: 14-741, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: May 5, 2015**

**SUBJECT: Council Meeting Minutes**

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of April 7, 2015 and the Special City Council meeting of April 14, 2015.

**Staff Contact**

Ana Gonzalez, City Clerk - 530-661-5806, [ana.gonzalez@cityofwoodland.org](mailto:ana.gonzalez@cityofwoodland.org)

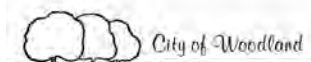
A handwritten signature in cursive script that reads "Paul Navazio".

Paul Navazio, City Manager

Attachments

# City of Woodland

*300 First Street  
Woodland, CA 95695*



## **Meeting Minutes - DRAFT - For Approval**

**Tuesday, April 7, 2015**

**6:00 PM**

**DRAFT - For Approval**

**Council Chambers**

**City Council**

**CITY COUNCIL  
CLOSED SESSION AGENDA  
5:00 PM**

**A. CALL TO ORDER**

**B. CLOSED SESSION**

**B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: Yolo County Assessor's Parcel Number 041-070-055

(Spring Lake Park N-1)

Agency Negotiators: City Manager, Community Development Director,  
City Engineer and City Attorney

Negotiating Parties: Optimistic Partners, LLC

Under Negotiation: Price and terms of payment

**B.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: Yolo County Assessor's Parcel Number 042-030-047

(Spring Lake Park N-3)

Agency Negotiators: City Manager, Community Development Director,  
City Engineer and City Attorney

Negotiating Parties: Turn of the Century, a Delaware LLC

Under Negotiation: Price and terms of payment

**B.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: Yolo County Assessor's Parcel Number 005-645-10,11

Agency Negotiators: City Manager, Community Development Director and  
City Attorney

Negotiating Parties: Jayjala Corporation

Under Negotiation: Price and terms of payment

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

**APRIL 7, 2015**

**6:00 P.M.**

**A. CALL TO ORDER**

Met in Closed Session and no reportable action from the meeting.

**B. ROLL CALL**

**Present:** 5 - Council Member Jim Hilliard, Council Member Sean Denny, Council  
Member Angel Barajas, Mayor Tom Stallard and Mayor Pro Tem William  
Marble

**C. PLEDGE OF ALLEGIANCE**

Pledge Allegiance led by Girl Scouts Troop #252.

**D. COMMUNICATIONS-PUBLIC COMMENT**

**E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

Verbal updates provided by Council Members/Staff.

[14-681](#)

SUBJECT: Long Range Calendar

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

**F. COMMITTEE REPORTS**

[14-666](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for February 23, 2015

Recommendation for Action: Staff recommends that the City Council receive the February 23, 2015 Parks & Recreation Commission Minutes that were approved on March 23, 2015.

[14-667](#)

SUBJECT: Commission on Aging Meeting Minutes for February 12, 2015

Recommendation for Action: Staff recommends that the City Council receive the February 12, 2015 Commission on Aging Minutes that were approved on March 12, 2015.

**Mayor Stallard provided feed back to staff regarding the Parks & Recreation meeting minutes. Consent Calendar doesn't reflect what items were on the consent calendar.**

**Council members received the Commission on Aging meeting minutes of February 12, 2015.**

**G. PRESENTATIONS**

1. [14-687](#)

SUBJECT: Proclaim April 2015 as Child Abuse Prevention Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring April 2015 as Child Abuse Prevention Month.

**Council Member Barajas presented the proclamation to Julie Beckner, Special Projects Manager with Yolo County children's Alliance and Elda Radia, Family Support Worker with Step by Step/Paso a Paso Program.**

2. [14-685](#)

SUBJECT: Proclamation Declaring April 12-18, 2015 National



## Library Week

Recommendation for Action: Staff recommends that the City Council proclaim April 12-18, 2015 National Library Week

**Council Member Marble presented the proclamation to Greta Galindo Library Services Director and Kathy Harryman, Library Board Member.**

3. [14-686](#) SUBJECT: Proclaim May 5, 2015 as BIG Day of Giving

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming May 5, 2015 as BIG Day of Giving.

**This proclamation was pulled and moved to the April 21, 2014 Council meeting.**

4. [14-688](#) SUBJECT: Presentation - Girl Scouts Troop #252

Recommendation for Action: Staff recommends that the City Council allocate time at the meeting of April 7th for a brief presentation from Girl Scouts Troop #252.

**On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members approved a Proclamation declaring April 2015 as Child Abuse Prevention Month; Proclamation declaring April 12-18, 2015 as National Library Week and received a presentation from Girl Scouts Troop #252.**

**Ayes:** 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

## H. MINUTES

5. [14-682](#) SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of March 3, 2015 and the Special Meeting/Study Session and Joint Regular City Council/Woodland Finance Authority meeting of March 17, 2015.

**Mayor Stallard pointed out some corrections to the Council Meeting minutes of March 17, 2015. On page 4 of the minutes, there is a technical error where the Ayes were listed as 4 Council Members voting and it should be 5 Council Members voting.**

**On the same set of minutes, on Item No. 7 Mayor Stallard requested that the motion include the substitute motion by Mayor Stallard.**

**City Manager Navazio suggesting approving the minutes with the amendment and correction at this time and from here forward make sure we are consistent with all sets of minutes.**

**On a motion by Council Member Denny, seconded by Council Member Barajas**

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and carried unanimously, Council Members adopted the Joint Regular City Council/Finance Authority meeting minutes of March 3, 2015 and March 17, 2015.

Ayes: 5 - Council Member Barajas, Council Member Denny, Council Member Hilliard, Mayor Pro Tem Marble and Mayor Stallard

## I. CONSENT CALENDAR

6. [14-631](#) SUBJECT: Renewal of Microsoft Software Licensing Agreement
- Recommendation for Action: Staff recommends that the City Council:
1. Receive the Annual Maintenance for Microsoft Enterprise Agreement; and
  2. Approve Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a 3-year Microsoft Enterprise Agreement with CompuCom Systems, Inc, using the Terms and conditions set forth by the County of Riverside, California, Microsoft Enterprise Agreement 01E73134.
- Adopted Resolution No. 6406, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH COMPUCOM FOR SOFTWARE LICENSING.**
7. [14-648](#) SUBJECT: Authorize City Manager to Execute Applications with the Railroad for Kentucky Widening Improvements, CIP 04-07
- Recommendation for Action: Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute two applications with Genesee & Wyoming, also known as California Northern Railroad, for rail crossing improvements associated with the Kentucky Avenue Widening and Complete Streets Improvements Project, CIP 04-07; and authorizing the City Manager to submit both applications and application/design fees in the amount of \$109,661.40; and authorizing a 10% contingency, not to exceed \$10,967.
- Adopted Resolution No. 6407, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SUBMITTAL OF TWO APPLICATIONS WITH GENESEE & WYOMING FOR RAILROAD CROSSINGS IMPACTED BY THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS PROJECT, CIP 04-07.**
8. [14-660](#) SUBJECT: Second Reading of Ordinance No. \_\_\_\_\_ approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC
- Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. \_\_\_\_\_, approving an

amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC to use and develop the Cal West Project Area located within the Spring Lake Specific Plan Area (Attachment A).

**Adopted Ordinance No. 1573, 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 CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC TO USE AND DEVELOP THE CAL WEST PROJECT AREA LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA.**

9. [14-674](#) SUBJECT: Approve Contract Amendment with Carollo Engineers for New ASR Wells #29 and #30, CIP 15-02

Recommendation for Action: Staff recommends that the City Council:

- 1) Approve Resolution No. \_\_\_\_\_, authorizing the City Manager to execute contract amendment #1 with Carollo Engineers (Carollo) for the New Aquifer Storage & Recovery (ASR) Wells #29 and #30, CIP 15-02, for an amount not to exceed \$67,000; and
- (2) Appropriate \$200,000 additional funding for FY2014/15 from the FY2015/16 planned allocation (CIP 15-02) to cover the contract amendment and coring program.

**Adopted Resolution No. 6408, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVE CONTRACT AMENDMENT WITH CAROLLO ENGINEERS FOR NEW ASR WELLS #29 AND #30.**

10. [14-677](#) SUBJECT: Memorandum of Understanding with Yolo County transferring funding and responsibility of Safe Routes to School Caltrans Active Transportation Grant

Recommendation for Action: Staff recommends that the City Council approve a Memorandum of Understanding with Yolo County to transfer the funding in the amount of \$539,000 and responsibility of the FY 2015-2017, Caltrans Active Transportation Program grant from the City of Woodland to Yolo County.

**Approved a Memorandum of Understanding with Yolo County to transfer the funding in the amount of \$539,000 and responsibility of the FY 2015-2017, Caltrans Active Transportation Program grant from the city of Woodland to Yolo County.**

11. [14-663](#) SUBJECT: Final Acceptance and Notice of Completion for the First Ground Level Tank, CIP 08-33

Recommendation for Action: Staff recommends that the City Council accept as complete the contract with Myers and Sons Construction for work on the First Ground Level Tank and authorize the City Clerk to file a Notice of Completion.

**Accepted as complete the contract with Myers and Sons Construction for work on the First Ground Level Tank and authorized the City Clerk to file a Notice of Completion.**

**12.     [14-665](#)**

**SUBJECT:**     Award Construction Contract for Annual Water and Sewer Repair and Replacement Project, CIP #15-19; and Approve reallocation of \$50,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 and \$300,000 from Water Pipeline Realignment from Sewer and Storm Assets, CIP 14-10 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19

Recommendation for Action: Staff recommends that the City Council (1) waive an immaterial bid irregularity, (2) adopt Resolution No. \_\_\_\_\_, to award a construction contract in the amount of \$1,777,393 to Civil Engineering Construction, Inc. for CIP 15-19, Annual Water and Sewer Repair and Replacement Project and authorize a contract contingency of up to 10% (\$177,739), (3) approve a consultant agreement for construction management and inspection services with Psomas in an amount up to \$153,481 and authorize a contingency of up to 10% (\$15,348), and (4) approve the reallocation of \$50,000 of additional Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 and \$300,000 from Water Pipeline Realignment from Sewer and Storm Assets, CIP 14-10 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19 to provide for the revised total project budget.

**Adopted Resolution No. 6409, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH CIVIL ENGINEERING CONSTRUCTION, INC. IN THE AMOUNT OF \$1,777,393 FOR CIP 15-19, ANNUAL WATER AND SEWER REPAIR AND REPLACEMENT PROJECT.**

**13.     [14-690](#)**

**SUBJECT:**     Modifications to Salary Schedule - Public Safety Chief/Police Chief

Recommendation for Action: Staff recommends that the City Council approve revisions to the City of Woodland Salary Schedule for the classifications of Public Safety Chief and Police Chief.

**Approved revisions to the City of Woodland Salary Schedule for the classifications of Public Safety Chief and Police Chief.**

**14.     [14-669](#)**

**SUBJECT:**     Yolo County Commission on Aging & Adult Services Appointment of M. Therese Brown

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the appointment of Commission on Aging Commissioner M. Therese Brown as the City's representative on the Yolo County Commission on Aging & Adult Services.

**Adopted Resolution No. 6410, A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE ON THE YOLO COUNTY COMMISSION ON AGING & ADULT SERVICES.**

15. [14-636](#) SUBJECT: Purchase of Three Replacement Motorcycles for the Police Department

Recommendation for Action: Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, authorizing the purchase of three (3) replacement Honda motorcycles for the Police Department.

**Adopted Resolution No. 6411, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PURCHASE OF THREE (3) HONDA MOTORCYCLES FROM HOLLISTER POWERSPORTS.**

16. [14-659](#) SUBJECT: Approval to Execute Cooperative Fuel Services Purchasing Agreement with Inter-State Oil, Inc.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a cooperative purchasing agreement with Inter-State Oil, Inc. for card-lock fuel services in an amount of \$0.084 cents above Sacramento Oil Price Information Service (OPIS) average for unleaded fuel, and \$0.085 cents above Sacramento OPIS average for diesel fuel through June 30, 2018.

**Adopted Resolution No. 6412, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CITY MANAGER TO EXECUTE A STANDARD SERVICES AGREEMENT WITH INTER-STATE OIL, INC.**

**On a motion by Council Member Hilliard, seconded by Council Member Marble and carried unanimously, Council Members approved Consent Calendar Items No. 6 through 16.**

**Ayes: 5 - Council Member Barajas, Council Member Denny, Council Member Hilliard, Mayor Pro Tem Marble and Mayor Stallard**

## **J. REPORTS OF THE CITY MANAGER**

17. [14-661](#) SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment for Consulting Services and Consideration of Establishing a Citizens Advisory Committee.

Recommendation for Action: Staff recommends that the City Council:

- 1) approve Resolution No. \_\_\_\_\_, and authorize the City Manager to execute Amendment #2 to the consultant services agreement with Larsen Wurzel & Associates, Inc. (LWA) for the Lower Cache Creek Feasibility Study, CIP 09-15, for an additional amount up to \$49,000, and
- 2) consider the establishment of a Citizens' Advisory Committee

related to the selection of a preferred flood mitigation project and related funding considerations.

**On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6413, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH LARSEN WURZEL & ASSOCIATES, INC. FOR CONSULTING SERVICES.**

**Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble**

**On a motion by Council Member Hilliard, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members approved the establishment of a Citizens' Advisory Committee related to the selection of a preferred flood mitigation project and related funding considerations as identified in a brief by the Council sub-committee.**

**Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble**

**18.     [14-662](#)**

**SUBJECT:     First Reading of Updated Ordinance Regulating Stormwater Discharges and Runoff**

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only Ordinance No. \_\_\_\_\_, replacing Chapter 23D and amending Sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10, and 25-22-20 of the Woodland Municipal Code relating to urban stormwater quality management and discharge control.

**On a motion by Council Member Hilliard, seconded by Council Member Marble and carried unanimously, Council Members waived first reading and read by title only an Ordinance replacing Chapter 23D and amending Sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10 and 25-22-20 of the Woodland Municipal Code relating to urban stormwater quality management and discharge control.**

**Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble**

**19.     [14-608](#)**

**SUBJECT:     Tobacco Retail Licensing Ordinance**

Recommendation for Action: Staff recommends that the City Council consider introducing the ordinance adding Section 15-43 to the Woodland Municipal Code adopting and incorporating by reference Chapter 15 of Title 6 of the Yolo County Code concerning Tobacco Retail Permits

**On a motion by Mayor Pro Tem Marble, seconded by Council Member Barajas and carried unanimously, Council Members waived the first reading and read by title only an Ordinance adding Section 15-43 to the Woodland Municipal Code adopting and incorporating by reference Chapter 15 of Title 6 of the**

**Yolo County Code concerning Tobacco Retail Permits.**

**Ayes:** 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

**20.** [14-679](#)

**SUBJECT:** General Fund Reserve Policy

Recommendation for Action: Staff recommends that the City Council receive an informational report related to the city's General Fund Reserve Policy and provide input and direction to staff for possible updates to the policy for consideration in conjunction with the FY2015/16 Proposed Budget.

**Council Members received an informational report related to the city's General Fund Reserve Policy and provided input and direction to staff for possible updates to the policy for consideration in conjunction with the FY2015/16 Proposed Budget. Council Members approved increasing the reserve from 13% to 20%.**

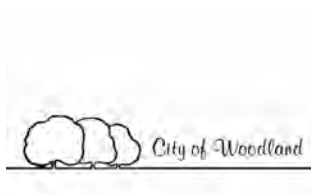
**K. ADJOURNED AT 7:25PM**

**Respectfully submitted,**

**Ana B. Gonzalez, City Clerk**

# City of Woodland

*300 First Street  
Woodland, CA 95695*



## **Meeting Minutes - DRAFT - For Approval**

**Tuesday, April 14, 2015**

**6:00 PM**

**DRAFT - For Approval**

**Council Chambers**

**City Council**



**CITY COUNCIL  
CLOSED SESSION AGENDA  
5:00 PM**

**A. CALL TO ORDER**

**B. CLOSED SESSION**

**B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Properties: Yolo County Assessor's Parcel Numbers 005-680-003, 005-692-002,  
005-705-006, 005-750-001, 027-340-015, 027-340-017, 027-340-021, 027-340-  
023,  
027-340-025 and 027-340-029

Agency Negotiators: City Manager, Community Development Director, City Engineer,  
City

Attorney, City's Designer Psomas, and City's Right-of-Way Agent Bender  
Rosenthal

Negotiating Parties: Ram N. Sah and B. Devi Sah Trust, Elizabeth Crum, Kentucky  
Avenue

Church of Christ, Mark Milton, ICH Inc., North Kentucky Partners II, T&J Rental  
Investments LLC

Under Negotiation: Price and terms of payment

**SPECIAL CITY COUNCIL MEETING  
APRIL 14, 2015  
6:00 P.M.**

**A. CALL TO ORDER**

**B. ROLL CALL**

**Present:** 5 - Council Member Jim Hilliard, Council Member Sean Denny, Council  
Member Angel Barajas, Mayor Tom Stallard and Mayor Pro Tem William  
Marble

**C. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by Brookelynn Martinez, Kevin Keenan and Belen  
Alcantar.

**D. COMMUNICATIONS-PUBLIC COMMENT**

Douglas Someya Reed spoke regarding sole sourcing. Specifically Consent  
Calendar Item No. 3.

**E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

Verbal updates provided by Council Members/Staff.

[14-702](#)

SUBJECT: Long Range Calendar

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

## F. COMMITTEE REPORTS

[14-680](#)

SUBJECT: Planning Commission Meeting Minutes for February 19, 2014

Recommendation for Action: Staff recommends that the City Council receive the February 19, 2015 Planning Commission Minutes that were approved on March 19, 2015, and subsequently revised and reviewed by the Commission on April 2, 2015.

**Council Members received Planning Commission meeting minutes for February 19, 2014.**

## G. PRESENTATIONS

1. [14-701](#)

SUBJECT: Proclaim May 5, 2015 as BIG Day of Giving

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming May 5, 2015 as BIG Day of Giving.

**On a motion by Council Member Barajas, seconded by Council Member Denny and carried unanimously, Council Members adopted a Proclamation proclaiming May 5, 2015 as BIG Day of Giving.**

**Mayor Stallard presented the proclamation to Meg Stallard, Chair of Yolo Community Foundation and Dan DeSantis, Executive Director of Yolo Community Foundation.**

**Ayes:** 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

## H. CONSENT CALENDAR

2. [14-580](#)

SUBJECT: Purchase of Two Replacement Chevy 4X4 Pickup Trucks for the Water Pollution Control Facility (WPCF)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, authorizing the purchase of two (2) replacement Chevy 4X4 Pickup Trucks for the Water Pollution Control Facility.

**Adopted Resolution No. 6414, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PURCHASE OF TWO (2) CHEVY 4X4**

**TRUCKS FROM FOLSOM CHEVROLET.**

3. [14-683](#) SUBJECT: New ASR Wells #29 and #30 Well Drilling, CIP 15-02 approve Plans and Specifications; Authorize Bid Advertisement

Recommendation for Action: Staff recommends that City Council adopt Resolution No. \_\_\_\_\_, to 1) approve Plans and Specifications for CIP 15-02; New ASR Wells #29 and #30 Well Drilling; 2) authorize bid advertisement; and adopt Resolution No. \_\_\_\_\_, for sole sourcing the screened interval gravel pack materials.

**Adopted Resolution No. 6415, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE NEW ASR WELLS #29 AND #30 WELL DRILLING PROJECT, CIP 15-02 and Resolution No. 6416, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DESIGNATING CERTAIN PRODUCTS, BRANDS OR SERVICES PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400.**

4. [14-684](#) SUBJECT: Approval of Final Map 5048 Heritage Remainder Phase I, Related Subdivision Improvement Agreement, Reimbursement Agreements, and Summary Abandonments of portions of Zane Drive and Meikle Avenue.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, a Resolution of the City Council 1) approving Final Map 5048 Heritage Remainder Phase I; 2) approving the related Subdivision Improvement Agreement and Reimbursement Agreements and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time and amendments to the Reimbursement Agreements not to exceed 15% of the estimated costs (\$206,000).

It is further recommended that the City Council adopt Resolution No. \_\_\_\_\_; 1) Approving summary vacation for excess right-of-way along a portion of Zane Drive and a portion of Meikle Avenue; and 2) authorize the City Manager to sign the quitclaim deeds on behalf of the City.

**Adopted Resolution No. 6417, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5048 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CBLF1 SPRINGLAKE, LLC. FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS and Resolution No. 6418, A RESOLUTION OF THE CITY OF WOODLAND CITY COUNCIL APPROVING SUMMARY VACATION OF PORTIONS OF CITY-OWNED PARCELS.**

On a motion by Council Member Barajas, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar Items No. 2 through 4.

**Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member**

Barajas, Mayor Stallard and Mayor Pro Tem Marble

## I. REPORTS OF THE CITY MANAGER

5. [14-691](#) SUBJECT: Informational Report Concerning the Release of the General Plan Update 2035, Development Scenarios Report

Recommendation for Action: This item is informational.

**Council Members received an informational report concerning the release of the General Plan Update 2035, Development Scenarios Report.**

6. [14-703](#) SUBJECT: Process for Board and Commission Appointments

Recommendation for Action: Staff recommends that the City Council review the current process to appoint members to the various City Boards and Commissions and provide direction to staff on any desired modifications to inform the upcoming round of Board and Commission nominations and appointments for terms expiring June 2014.

**Council Member Barajas suggested that this item come back to Council for further discussion in January 2017. Elections will be held in November 2016, and there will be a full council on the dias in January 2017. Council Members were in agreement.**

7. [14-698](#) SUBJECT: Reappointment and Appointment of Members to the Manufactured Homes Fair Practices Commission

Recommendation for Action: Staff recommends that the City Council approve the reappointment and appointment of members to the Manufactured Homes Fair Practices Commission.

**On a motion by Mayor Pro Tem Marble, Council Member Denny and carried unanimously, Council Members approved the reappointment and appointment of members to the Manufactured Homes Fair Practices Commission.**

**Council Member Barajas requested to meet with his appointment, Robert Noren. He received information from staff that Mr. Noren is interested in serving a short term appointment and this is a three-year term. He would like an opportunity to meet with with him to see if he is interested in serving more than just a short term appoint. Council Member Barajas knows both alternates and if appoint with Robert Noren doesn't materialize, he would be happy to take a look at one of the alternates to the three-year term.**

**Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble**

**J. ADJOURNED AT 7:00PM**

Respectfully submitted,

**Ana B. Gonzalez, City Clerk**



## Legislation Text

3.

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**File #: 14-722, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Community Development Department's Quarterly Status Report**

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

**Staff Contact**

Alex Halcon, Management Analyst - 530-661-5885, Alex.Halcon@cityofwoodland.org

**Fiscal Impact**

This is an informational item with no fiscal impact.

**Report in Brief**

Attached is the Community Development Department's (CDD) Quarterly Report. The report highlights building activity, major development projects, and activities of the Successor Agency, formerly the Redevelopment Agency *from January 1, 2015 to March 31, 2015*

Additionally, we have included the current Capital Project Status Report providing an update of the projects through March 31, 2015.

Prepared by: Alex Halcon, Management Analyst

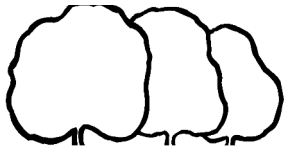
Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

**ATTACHMENTS:**

Attachment A - CDD Quarterly Project Status Report

Attachment B - Capitol Project Status Report



**PROJECT UPDATE**

**Activities from January 1 – March 31, 2015**

**PLANNING AND DEVELOPMENT APPLICATIONS**

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| <b>Project:</b>     | <b>Summary Project Applications from January 1, 2015 through March 31, 2015</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                |
| <b>Phase:</b>       | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>PM:</b> | Planning Staff |
| <b>Location:</b>    | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                |
| <b>Description:</b> | Planning project applications processed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• A total of 23 planning applications were filed between October 1 and December 31, 2014.</li><li>• 1 Appeal application filed for the AT &amp; T cell tower on Douglas Lane.</li><li>• 15 Design Review applications of which 8 were for new signs, 3 were for commercial remodels, and 2 for modifications to existing cell towers and 2 were for accessory structure reviews and 15 Design Review applications</li><li>• 3 Conditional Use Permit Applications: Blue Note Brewery, West Coast Auto Dismantler, and a Conditional Use Permit and Zoning Ordinance amendment for a proposed electronic reader sign on the north side of I-5 (PLNG 14-00089) (A prior application for an off-site electronic reader board at 2140 Freeway Dr - PLNG 14-00062 was submitted in September).</li><li>• 1 Lot Line Adjustment for Dignity Health in the Gateway Center.</li><li>• 1 Spring Lake Zoning Amendment for the Heritage Remainder Area to rezone the R-15 multi-family to R-8 single family.</li></ul> <p>A total of 106 planning applications were received in calendar year 2014 of which there were 75 Design Review applications, 6 Site Plan Reviews, 6 Conditional Use Permit applications and one Conditional Use Permit Modification, 3 General Plan and 4 Spring Lake Plan Amendments, 4 Lot Line Adjustments, 1 PCN and 1 Tentative Parcel Map.</p> |            |                |

|                     |                                                                                                                                                                                                                                                                            |            |                  |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|
| <b>Project:</b>     | <b>Woodland Commerce Center</b>                                                                                                                                                                                                                                            |            |                  |
| <b>Phase:</b>       | Environmental Review for DEIR                                                                                                                                                                                                                                              | <b>PM:</b> | Erika Bumgardner |
| <b>Location:</b>    | NW corner of East Main Street and CR 102                                                                                                                                                                                                                                   |            |                  |
| <b>Description:</b> | Proposed annexation for 146-acre site with a GP land designation of Industrial and pre-zoned Industrial.                                                                                                                                                                   |            |                  |
| <b>Status:</b>      | Draft Program EIR circulated during the period of April 26 – June 10, 2013. RBF, the City's environmental consultant, and City staff have prepared responses to the comments received on the Draft EIR. City staff is preparing the Development Agreement for the project. |            |                  |



**Project:** Digital Freeway Sign  
**Phase:** Initial Review **PM:** Erika Bumgardner  
**Location:** 2140 Freeway Drive  
**Description:** Proposed digital freeway sign and related Sign Ordinance Amendment to allow digital freeway signs.  
**Status:** Project and proposed amendment is currently under review.

**Project:** Digital Freeway Sign  
**Phase:** Initial Review **PM:** Erika Bumgardner  
**Location:** Quality Circle  
**Description:** Proposed digital freeway sign and related Sign Ordinance Amendment to allow digital freeway signs.  
**Status:** Project and proposed amendment is currently under review.

**Project:** Uvaggio Wine Bar  
**Phase:** Project Review **PM:** Erika Bumgardner  
**Location:** 703 Main Street  
**Description:** Proposed wine bar and outdoor patio at 703 Main Street.  
**Status:** Project scheduled for public hearing at the Planning Commission on April 2, 2015.

**Project:** National Indoor Training Facility  
**Phase:** Project Review **PM:** Erika Bumgardner  
**Location:** 1233 Commerce Avenue  
**Description:** Proposed indoor sports (mainly baseball/softball) training facility at 1233 Commerce Avenue.  
**Status:** Project scheduled for public hearing at the Planning Commission on April 16, 2015.

**Project:** Bulls Eye Bail Bonds  
**Phase:** Project Review **PM:** Erika Bumgardner  
**Location:** 1037 Main Street  
**Description:** Requested amendment to the Downtown Specific Plan to allow bail bonds businesses within District A-4 of the Downtown Business District and requested approval of a conditional use permit to allow Bulls Eye Bail Bonds to operate at 1037 Main.  
**Status:** A public hearing before the Planning Commission is scheduled for April 2, 2015. A public hearing before the City Council is scheduled for May 5, 2015.

**Project:** East Beamer Multi Use Development CUP  
**Phase:** Project Review **PM:** Erika Bumgardner  
**Location:** 1216 East Beamer  
**Description:** Proposed live/work mixed use development project on East Beamer including two live-work buildings and two service commercial shops spaces within the East Street Corridor Specific Plan Area.

|                 |                                                                                       |
|-----------------|---------------------------------------------------------------------------------------|
| <b>Project:</b> | <b>East Beamer Multi Use Development CUP</b>                                          |
| <b>Status:</b>  | Project is scheduled for public hearing at the Planning Commission on April 16, 2015. |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project:</b>     | <b>Woodland Spring Lake Partnership (Spring Lake Central)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Phase:</b>       | Initial Review <b>PM:</b> Cindy Norris/Paul Hanson                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Location:</b>    | West of Harry Lorenzo, North of Heritage Parkway                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Description:</b> | 105 acres of land; Proposed Tentative Map, Rezone and General Plan Amendment to replace the Spring Lake Central project previously approved in Feb 2007. The new application proposes to reconfigure the land uses within the project and subdivide the single family lots. The application proposes to remove the central commercial acreage and provide approximately 612 new units; 405 single family, 22 half-plex and 185 multi-family. One acre fire station and a 4.3 acre park site. |
| <b>Status:</b>      | The General Plan petition to allow application review was accepted by the Planning Commission on March 6, 2014. Staff has been working with the applicant on Plan Amendments and design revisions.                                                                                                                                                                                                                                                                                           |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project:</b>     | <b>Heritage Remainder (Tentative Map #4784) General Plan Amendment and Rezone; Turn of the Century, LLC</b>                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Phase:</b>       | Approved <b>PM:</b> Paul Hanson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Location:</b>    | Northwest corner of County Road 25A and County Road 102; extending west along County Road 25A                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Description:</b> | A proposed General Plan and Spring Lake Specific Plan Amendment to rezone undeveloped portions of the Heritage Remainder Area (Map #4784). The amendment will re-zone the existing 38.3 acre R-3 and the 1.22 acre Affordable Housing designations to R-4 (4 du/acre). The proposal reconfigures the site layout, shifting the existing R-15 area immediately south of its current location and increases the acreage from 8.22 to 9.14 acres. The amendment results in 297-343 units total; an average of 5.3 du/acre. |
| <b>Status:</b>      | The General Plan and Specific Plan amendments were approved by the City Council on July 1, 2014. In addition, an amendment to the Spring Lake Affordable Housing Plan was approved to allow projects with greater than 50 units the option of paying in-lieu fees for required affordable units. <b>Meritage Homes has submitted preliminary plans for architectural review for 109 lots.</b>                                                                                                                           |

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| <b>Project:</b>     | <b>Cal West (Tentative Map # 4991) General Plan Amendment and Rezone; Cal West Investors, LLC</b>                                                                                                                                                                                                                                                      |
| <b>Phase:</b>       | Public Hearings <b>PM:</b> Erika Bumgardner                                                                                                                                                                                                                                                                                                            |
| <b>Location:</b>    | Northwest Corner of Harry Lorenzo Avenue and Farmers Central Road and east of HWY 113                                                                                                                                                                                                                                                                  |
| <b>Description:</b> | A proposed General Plan and Spring Lake Specific Plan Amendment to re-zone the existing 5.6 acre, R-15 designation to R-8. The amendment will also re-zone the existing 2.4 acre, Neighborhood Commercial site to R-8 and reconfigure the existing Park to front solely on Farmer's Central Road. The amendment will result in 225 units or 6 du/acre. |
| <b>Status:</b>      | The General Plan petition was approved by Planning Commission on March 6, 2014. The Planning Commission recommended City Council deny the requested amendment at the December 18, 2014 public hearing. The project was approved by the City Council on                                                                                                 |

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| <b>Project:</b> | <b>Cal West (Tentative Map # 4991) General Plan Amendment and Rezone; Cal West Investors, LLC</b><br>February 3, 2015 and the Ordinance Amending the Development Agreement is scheduled for adoption on April 7, 2015. |
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| <b>Project:</b>     | <b>Cal West Tentative Map # 5075 and Second Amendment to the Development Agreement</b>                                                              |
| <b>Phase:</b>       | Public Hearings <b>PM:</b> Erika Bumgardner                                                                                                         |
| <b>Location:</b>    | Northwest Corner of Harry Lorenzo Avenue and Farmers Central Road and east of HWY 113                                                               |
| <b>Description:</b> | A proposed Tentative Subdivision Map for 225 single family units at the Cal West Project site.                                                      |
| <b>Status:</b>      | A public hearing at the Planning Commission is scheduled for April 16, 2015. A public hearing before the City Council is scheduled for May 5, 2015. |

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| <b>Project:</b>     | <b>Woodland Tractor Parcel Map #5074 (Lot Split)</b>                       |
| <b>Phase:</b>       | Initial Review <b>PM:</b> Erika Bumgardner                                 |
| <b>Location:</b>    | 95 West Kentucky Avenue                                                    |
| <b>Description:</b> | A proposed lot split resulting in two parcels of 3.33 acres and 6.0 acres. |
| <b>Status:</b>      | Initial project review.                                                    |

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| <b>Project:</b>     | <b>Prudler Tentative map # 4856, General Plan Amendment and Rezone (Map revision)</b>                                                                                                                                                                                                                                                    |
| <b>Phase:</b>       | Under Review <b>PM:</b> Paul Hanson                                                                                                                                                                                                                                                                                                      |
| <b>Location:</b>    | North of Sports Park Drive, East of East Street and South of the County Fair Mall.                                                                                                                                                                                                                                                       |
| <b>Description:</b> | A proposed General Plan Amendment to amend the land use from General Commercial to Residential. Proposed rezone from C-2 to R-1 and a revised subdivision map for a total of 204 lots of which 86 units will be at an R-5 density and 118 at an R-8 density, for a total project density of 5.85 units/ac.                               |
| <b>Status:</b>      | The project is currently under review. A planning consultant firm, Raney Planning and Management, has been hired to assist with project management. Staff has been working with the applicant on possible design revisions and completing required technical analyses. <b>A Focused EIR scoping meeting was held on January 8, 2015.</b> |

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| <b>Project:</b>     | <b>Final Map 5004, Parkview</b>       |
| <b>Phase:</b>       | Construction <b>PM:</b> Bruce Pollard |
| <b>Location:</b>    | Spring Lake south of Jack Slaven Park |
| <b>Description:</b> | Final map with 108 SFD buildable lots |
| <b>Status:</b>      | Project Acceptance is expected in May |

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| <b>Project:</b>     | <b>Final Map 5019 Heritage 4C &amp; 7 phase 1</b>                                                                                 |            |               |
| <b>Phase:</b>       | Design Review                                                                                                                     | <b>PM:</b> | Bruce Pollard |
| <b>Location:</b>    | Spring Lake south of Heritage Parkway on Mickle Avenue                                                                            |            |               |
| <b>Description:</b> | Will result in 13 SFD buildable lots.                                                                                             |            |               |
| <b>Status:</b>      | The Final Map was approved by City Council on April 2, 2013. The subdivision, Camelia by Lennar, is currently under construction. |            |               |

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| <b>Project:</b>     | <b>Final Map 5029 Heritage 4C &amp; 7</b>                              |            |                         |
| <b>Phase:</b>       | Design Review                                                          | <b>PM:</b> | Bruce Pollard/Jim Heath |
| <b>Location:</b>    | Spring Lake south of Heritage Parkway on Mickle Avenue.                |            |                         |
| <b>Description:</b> | Final map with 65 SFD                                                  |            |                         |
| <b>Status:</b>      | The project, Camelia by Lennar Homes, is currently under construction. |            |                         |

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| <b>Project:</b>     | <b>Final Map 5030 Heritage 4A</b>                           |            |                         |
| <b>Phase:</b>       | Construction                                                | <b>PM:</b> | Bruce Pollard/Jim Heath |
| <b>Location:</b>    | Spring Lake south of Heritage Parkway on Mickle Avenue.     |            |                         |
| <b>Description:</b> | Final map with 20 SFD lots buildable lots.                  |            |                         |
| <b>Status:</b>      | The project is currently under construction by Lennar Homes |            |                         |

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| <b>Project:</b>     | <b>Final Map 4853 Solara Ranch</b>                                                       |            |                              |
| <b>Phase:</b>       | Plan Submittal                                                                           | <b>PM:</b> | Bruce Pollard/AEC (contract) |
| <b>Location:</b>    | Spring Lake East of Beeghly Ranch (Parkland extension)                                   |            |                              |
| <b>Description:</b> | Final map with 94 lots                                                                   |            |                              |
| <b>Status:</b>      | Project is ready to start construction and had a preconstruction meeting April 16, 2015. |            |                              |

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| <b>Project:</b>     | <b>Final Map 4986 Heidrick II and Heidrick III</b>                    |            |                              |
| <b>Phase:</b>       | Final Map Review/Grading                                              | <b>PM:</b> | Bruce Pollard/AEC (contract) |
| <b>Location:</b>    | Spring Lake West of Pioneer Avenue and South of Farmers Central Road. |            |                              |
| <b>Description:</b> | Final map with 99 SFD buildable lots.                                 |            |                              |
| <b>Status:</b>      | Civil improvements are under construction..                           |            |                              |

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| <b>Project:</b>     | <b>Mutual Housing at Spring Lake (Spring Lake Housing Associates)</b>                                                                                                                                                                            |            |             |
| <b>Phase:</b>       | Approved                                                                                                                                                                                                                                         | <b>PM:</b> | Paul Hanson |
| <b>Location:</b>    | Spring Lake – Pioneer Avenue, Farmers Central Road, Brubaker Street, and Armus Place.                                                                                                                                                            |            |             |
| <b>Description:</b> | The <i>Mutual Housing at Spring Lake</i> apartment project is a 101 unit multi-family residential project on a 5 acre parcel within the R-25 zone.                                                                                               |            |             |
| <b>Status:</b>      | (No Change) Approved by Planning Commission on July 21, 2011. The project was awarded tax credits in June 2013 and construction of the first 62 units started Fall 2013. Building permit has been issued for 62 units and is under construction. |            |             |

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

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| <b>Project:</b>     | <b>New Court House</b>                                           |                                         |
| <b>Phase:</b>       | Construction                                                     | <b>PM:</b> Bruce Pollard/AEC (contract) |
| <b>Location:</b>    | Main Street between 5 <sup>th</sup> and 6 <sup>th</sup> Streets. |                                         |
| <b>Description:</b> | Public Improvements related to a new Superior Court Building.    |                                         |
| <b>Status:</b>      | The project is now under construction.                           |                                         |

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| <b>Project:</b>     | <b>Starbucks Drive-Thru at Ashley and Main in the Rite Aid Center</b>                                                                                                                      |                        |
| <b>Phase:</b>       | Construction                                                                                                                                                                               | <b>PM:</b> Paul Hanson |
| <b>Location:</b>    | 271- 281 West Main Street                                                                                                                                                                  |                        |
| <b>Description:</b> | Petrovich Development Co. is requesting approval of a Conditional Use Permit to allow the construction of a 1,700 sq. ft. Starbucks with Drive-Thru and a 1,000 sq. ft. spec retail space. |                        |
| <b>Status:</b>      | This project is under construction                                                                                                                                                         |                        |

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| <b>Project:</b>     | <b>Final Map 5048 Meritage</b>                             |                                      |
| <b>Phase:</b>       | Construction                                               | <b>PM:</b> Bruce Pollard/Ryan Brandt |
| <b>Location:</b>    | Springlake south of Lennar and Heritage subdivisions       |                                      |
| <b>Description:</b> | Improvement plans for ~ 109 lots in the Heritage remainder |                                      |
| <b>Status:</b>      | Civil Improvements are under construction                  |                                      |

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| <b>Project:</b>     | <b>Final Map 4818 Heritage Park Unit 2</b>                  |                                      |
| <b>Phase:</b>       | Construction                                                | <b>PM:</b> Bruce Pollard/Ryan Brandt |
| <b>Location:</b>    | Springlake                                                  |                                      |
| <b>Description:</b> | Improvement plans for ~ 22 lots in the Heritage Park Unit 2 |                                      |
| <b>Status:</b>      | Civil Improvements are under construction                   |                                      |

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| <b>Project:</b>     | <b>Fairfield Inn &amp; Suites CUP/Design Review Modification</b>                                                                                                                                                                                                                                                                                                                                                                                          |            |                  |
| <b>Phase:</b>       | Review                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>PM:</b> | Erika Bumgardner |
| <b>Location:</b>    | 2100 Freeway Drive                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                  |
| <b>Description:</b> | The project includes a modified exterior design concept for the Fairfield Inn & Suites located at 2100 Freeway Drive in the Highway Commercial Entryway Overlay Zone, from the original 2008 design approval and a reduction in the total number of bedrooms from 105 rooms (four stories) to 72 rooms (three stories). The modified design was approved by the Planning Commission on January 16, 2014. The project CUP was originally approved in 2008. |            |                  |
| <b>Status:</b>      | Plan check is complete and construction on the hotel is underway.                                                                                                                                                                                                                                                                                                                                                                                         |            |                  |

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| <b>Project:</b>     | <b>Verizon Cell Tower at Woodland Sports Park CUP and Wireless Telecommunication Facilities Ordinance Amendment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |                  |
| <b>Phase:</b>       | Approved                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>PM:</b> | Erika Bumgardner |
| <b>Location:</b>    | 2001 East Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                  |
| <b>Description:</b> | Conditional Use Permit to allow the construction and operation of a 90-foot tall telecommunications cellular tower and the installation of related ground equipment on an approximate 780 square foot lease area at 2001 East Street (Woodland Sports Park). The request also includes an amendment to the Zoning Ordinance to permit telecommunications antennas or towers on property that is owned, leased or otherwise controlled by the City through a Conditional Use Permit. 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. |            |                  |
| <b>Status:</b>      | The CUP was approved by the City Council on June 17, 2014 and the Ordinance Amendment was approved by the City Council on July 1, 2014. <b>Building permits have been issued for the tower.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                  |

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| <b>Project:</b>     | <b>Design Review for a New Building located at the North East Corner of 6th and Main</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                  |
| <b>Phase:</b>       | New Submittal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>PM:</b> | Erika Bumgardner |
| <b>Location:</b>    | NEC 6 <sup>th</sup> and Main Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                  |
| <b>Description:</b> | A proposed 9,200 square foot retail shopping center located at the northeast corner of 6th and Main Streets. Retail tenants have not been identified; however there is space for up to 6 separate tenants in the center.<br>Parcel Map No. 4929 was approved for the site in October 2007 in association with the proposed Rite Aid shopping center. The Rite Aid shopping center project was not completed and the current proposed project represents an entirely new development proposal for the site. |            |                  |
| <b>Status:</b>      | The project is currently under review by staff for compliance with the Downtown Specific Plan, Zoning and Community Design Standards.                                                                                                                                                                                                                                                                                                                                                                      |            |                  |

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| <b>Project:</b>     | <b>Design Review for Solara Ranch Subdivision, Spring Lake</b>                                                                                                                                                                                     |            |                  |
| <b>Phase:</b>       | Project Review                                                                                                                                                                                                                                     | <b>PM:</b> | Erika Bumgardner |
| <b>Location:</b>    | NWC Marston Drive and Parkland Avenue                                                                                                                                                                                                              |            |                  |
| <b>Description:</b> | An application has been filed for Site Plan and Design Review for a residential project ( <i>D.R. Horton; Solara Ranch Subdivision at Spring Lake</i> ) on 19.23 acres (94 residential lots) within the R-5 zone of the Spring Lake Planning Area. |            |                  |
| <b>Status:</b>      | The project is scheduled for public hearing at the Planning Commission on May 7, 2015.                                                                                                                                                             |            |                  |

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| <b>Project:</b>     | <b>Design Review for Sel Storage (Mini-Storage) on Cannery Road</b>                                                           |            |                  |
| <b>Phase:</b>       | New Submittal                                                                                                                 | <b>PM:</b> | Erika Bumgardner |
| <b>Location:</b>    | NWC Cannery Road and Deaner Avenue                                                                                            |            |                  |
| <b>Description:</b> | A proposed "Extra Self Storage" facility on 8.5 acres including 1,300 storage units. Proposed to be completed in five phases. |            |                  |
| <b>Status:</b>      | Design Review approved by Planning Staff on March 31, 2015.                                                                   |            |                  |

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| <b>Project:</b>     | <b>Proposed 90-foot Cell Tower in the CH/EOZ District at Hays Lane</b>                                                                                                                                                                                                                                                                                                                                   |            |                  |
| <b>Phase:</b>       | CUP Approved                                                                                                                                                                                                                                                                                                                                                                                             | <b>PM:</b> | Erika Bumgardner |
| <b>Location:</b>    | 430 Douglas Lane                                                                                                                                                                                                                                                                                                                                                                                         |            |                  |
| <b>Description:</b> | Conditional Use Permit to construct and operate a 90-foot tall telecommunications cellular tower disguised as a water tank and to install related ground equipment within a 1,305 square foot lease area at 430 Douglas Lane, a vacant (undeveloped) 1 acre parcel. The project site will be accessed via a 15' non-exclusive access and utility easement from Hays Lane, south of the subject property. |            |                  |
| <b>Status:</b>      | The project was approved by the Planning Commission on November 6, 2014.                                                                                                                                                                                                                                                                                                                                 |            |                  |

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| <b>Project:</b>     | <b>State Theater and Multi-Plex Site Plan and Design Review</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |              |
| <b>Phase:</b>       | New Submittal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>PM:</b> | Cindy Norris |
| <b>Location:</b>    | 320- 338 Main Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |              |
| <b>Description:</b> | A Site Plan, Design Review and Lot Merger application proposal to renovate the existing State Theater, as well as to expand to the east across the adjacent easterly properties, 330, 334, and 338 Main Street. The proposal provides for a total of 1019 seats, 988 regular and 31 accessible seating. The existing State Theater will be fully renovated to include one large auditorium and one small theater with upgraded restrooms and a small café. The expansion to the east would accommodate a new main lobby and concession area with eight new theaters. |            |              |
| <b>Status:</b>      | The Project Design Review has been approved. The project has been submitted for plan check and comments have been provided to the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                         |            |              |

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| <b>Project:</b>     | <b>Dignity Health Woodland Gateway Project</b>                                                                                                                      |            |             |
| <b>Phase:</b>       | New Submittal                                                                                                                                                       | <b>PM:</b> | Paul Hanson |
| <b>Location:</b>    | 2081 Bronze Star Drive                                                                                                                                              |            |             |
| <b>Description:</b> | The applicant, Petrovich Development Company, proposes to construct a 35,000 square foot medical office building for Dignity Health at the Woodland Gateway Center. |            |             |
| <b>Status:</b>      | Project comments have been sent to applicant. The applicant has submitted a related Lot Line Adjustment for review.                                                 |            |             |

**Project: General Plan Update****Phase:** On-going**PM:** Cindy Norris**Location:** City Wide**Description:** A planned update to the City's 1996/2002 General Plan

**Status:** Heidi Tschudin has been hired as the General Plan Project Manager with Dyett and Bhatia hired as the General Plan Consultant.  
Recent actions include:

- A City Council workshop on October 15, 2013 and a follow up meeting on November 19, 2013. Recommendations from that meeting include the following:
  1. That developing a flood solution, advancing job creation, promoting infill, and building out of the Spring Lake Specific Plan are top priorities for the General Plan update.
  2. That subsequent new growth should be prioritized in the following sequence subject to defining appropriate land use triggers for advancement of future planning and build-out of these areas: Master Plan Remainder Area, East Area, and Northwest Area.
  3. That a range of growth rates (through 2035) should be analyzed: 180 dwelling units per year (0.8% annual average rate or 4,000 units over 22 years) and 400 dwelling units per year (1.7% annual average rate or 9,000 units over 22 years).
  4. Direct staff to prepare a preliminary land use map with these assumptions, seek community input including the General Plan Steering Committee.
- After review by the General Plan Steering Committee on April 7, 2014; a draft land use map, land use descriptions, and four conceptual development scenarios were developed with the intent of testing and analyzing the results. Consultant evaluations in the areas of fiscal/economic, transportation, stormwater, flood, and water are currently underway. Additional evaluation and testing will be provided in the area of schools, parks, fire, police and other relevant service areas. Once analysis is complete the revised scenarios and the results of the testing will be presented in a series of meetings for review and discussion. The ultimate result at the end of this phase will be approval of a preferred development strategy. The General Plan team will then begin the process of drafting the general plan policies, text and conducting the environmental review.
- On **July 17, 2014** the General Plan Team released the Final Update of the Opportunities and Challenges, Issues and Constraints Report.
- Final updates to the General Plan Vision and Guiding Principles document is being completed, based on input received by Council, the public and GP Steering Committee, and will be released in mid-February.
- Final consultant assessments are in the areas of water, wastewater, public safety, transportation; and fiscal and economic conditions are being completed for input into the draft scenario report being prepared to evaluate the four Council approved study scenarios.
- **The Draft scenario report is underway and the GP team anticipates document release in late February with a community meeting to be held in mid-March. The purpose will be to compare and contrast the four land use scenarios with the eventual goal being development of a final land use and growth scenario that will then be used to draft the General Plan.**



**BUILDING ACTIVITY**

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| <b>Project:</b>     | <b>Huntington Square Subdivision</b>                                                                                                                    |                        |
| <b>Phase:</b>       | Completed                                                                                                                                               | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | Spring Lake at end of Matmor Dr.                                                                                                                        |                        |
| <b>Description:</b> | 162 Single Family Home Development                                                                                                                      |                        |
| <b>Status:</b>      | (No Change) 162 single family home permits have been issued. 162 homes have been finalized. There are 0 remaining lots. Subdivision has been completed. |                        |

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| <b>Project:</b>     | <b>Produce Market</b>                                                                                         |                                      |
| <b>Phase:</b>       | Permit Ready to Issue                                                                                         | <b>PM:</b> Paul Siegel / Paul Hanson |
| <b>Location:</b>    | 1490 E. Main St.                                                                                              |                                      |
| <b>Description:</b> | Produce Market on 4.47 acres: Site will be on septic tank.                                                    |                                      |
| <b>Status:</b>      | Project is ready to issue. Applicant is ready to obtain the permit. Permit is expected to be issued in April. |                                      |

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| <b>Project:</b>     | <b>Comfort Suites Hotel</b>                                                              |                        |
| <b>Phase:</b>       | Construction                                                                             | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 2080 Freeway Drive                                                                       |                        |
| <b>Description:</b> | Construction of 41,500 sq ft Hotel with 66 Rooms                                         |                        |
| <b>Status:</b>      | The permit was issued in December. Construction is proceeding and is nearing completion. |                        |

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| <b>Project:</b>     | <b>Mutual Housing at Spring Lake-New Affordable Housing Project</b>                                              |                                      |
| <b>Phase:</b>       | Final                                                                                                            | <b>PM:</b> Paul Siegel / Paul Hanson |
| <b>Location:</b>    | 2170 Farmers Central Road                                                                                        |                                      |
| <b>Description:</b> | Construction of new apartment complex including 62 units and a community center building, and site improvements. |                                      |
| <b>Status:</b>      | The project is complete and a Certificate of Occupancy issued.                                                   |                                      |

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| <b>Project:</b>     | <b>Lennar Homes</b>                                                                                                                                                                                                          |                             |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                 | <b>PM:</b> Rick Essenwanger |
| <b>Location:</b>    | Spring Lake Heritage Unit 4, south of Heritage Parkway                                                                                                                                                                       |                             |
| <b>Description:</b> | Four Master Plans for 98 single family homes in an R-4 subdivision. 87 single family home permits have been issued. 52 homes have been finalized and 35 homes are currently under construction. There are 11 remaining lots. |                             |
| <b>Status:</b>      | Project is in production phase.                                                                                                                                                                                              |                             |

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| <b>Project:</b>     | <b>Taylor Morrison Homes</b>                                                                                                                                                                                            |                             |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                            | <b>PM:</b> Rick Essenwanger |
| <b>Location:</b>    | Spring Lake Parkview Subdivision                                                                                                                                                                                        |                             |
| <b>Description:</b> | Six Master Plans for 108 single family homes in an R-8 zoning. 43 single family home permits have been issued. 14 homes have been finalized and 29 homes are currently under construction. There are 65 remaining lots. |                             |
| <b>Status:</b>      | Project is in production phase.                                                                                                                                                                                         |                             |

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| <b>Project:</b>     | <b>Fairfield Inn &amp; Suites</b>                                |                        |
| <b>Phase:</b>       | Construction                                                     | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 2100 Freeway Drive                                               |                        |
| <b>Description:</b> | Plan Review of a 41,946 sq. ft. three story hotel with 72 units. |                        |
| <b>Status:</b>      | The permit has been issued and construction has commenced.       |                        |

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| <b>Project:</b>     | <b>Starbucks TI</b>                                                                                               |                        |
| <b>Phase:</b>       | Open for Business                                                                                                 | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 271 West Main St                                                                                                  |                        |
| <b>Description:</b> | Shell building located between Rite Aid and Burger King on West Main. Building will be home for future Starbucks. |                        |
| <b>Status:</b>      | Project is completed and business is open.                                                                        |                        |

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| <b>Project:</b>     | <b>Woodland Christian School CUP/Design Review Modification</b>                     |                             |
| <b>Phase:</b>       | Construction                                                                        | <b>PM:</b> Rick Essenwanger |
| <b>Location:</b>    | 1787 Matmor Road                                                                    |                             |
| <b>Description:</b> | Addition of classroom and assembly building and site access.                        |                             |
| <b>Status:</b>      | Project is under construction with major site work and buildings being constructed. |                             |

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| <b>Project:</b>     | <b>Yogurt and Deli TI</b>                                                              |                        |
| <b>Phase:</b>       | Open for Business                                                                      | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 540 Main Street                                                                        |                        |
| <b>Description:</b> | Tenant Improvement for two users at the newly remodeled historic building at 540 Main. |                        |
| <b>Status:</b>      | Both the Deli and the Yogurt Shop are open for business.                               |                        |

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| <b>Project:</b>     | <b>Subway Sandwich</b>                      |                        |
| <b>Phase:</b>       | Open for Business                           | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 709 Main Street                             |                        |
| <b>Description:</b> | Tenant Improvement for new Subway Sandwich. |                        |
| <b>Status:</b>      | Project is complete and open for business.  |                        |

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| <b>Project:</b>     | <b>Dickey's BBQ</b>                                                                                                                      |            |             |
| <b>Phase:</b>       | Open for Business                                                                                                                        | <b>PM:</b> | Paul Siegel |
| <b>Location:</b>    | 410 Pioneer Ave, #B                                                                                                                      |            |             |
| <b>Description:</b> | Tenant Improvement adding food service.                                                                                                  |            |             |
| <b>Status:</b>      | Project is complete and open for business.                                                                                               |            |             |
| <b>Project:</b>     | <b>La Tourangelle Olive Process Room</b>                                                                                                 |            |             |
| <b>Phase:</b>       | Construction                                                                                                                             | <b>PM:</b> | Paul Siegel |
| <b>Location:</b>    | 2340 E Main St                                                                                                                           |            |             |
| <b>Description:</b> | Tenant Improvement for industrial building. TI is for expansion of office space and Industrial processing                                |            |             |
| <b>Status:</b>      | Project is complete.                                                                                                                     |            |             |
| <b>Project:</b>     | <b>Boundary Bend Olive T.I.</b>                                                                                                          |            |             |
| <b>Phase:</b>       | Construction                                                                                                                             | <b>PM:</b> | Paul Siegel |
| <b>Location:</b>    | 455 Harter Ave                                                                                                                           |            |             |
| <b>Description:</b> | Tenant Improvement for industrial building. TI is for expansion of office space. And, future olive oil processing under separate permit. |            |             |
| <b>Status:</b>      | Project is in construction. Construction is continuing on the office space. The olive oil processing facility is being plan reviewed.    |            |             |
| <b>Project:</b>     | <b>Hygeia Biological Lab, Office &amp; TI</b>                                                                                            |            |             |
| <b>Phase:</b>       | Plan Review                                                                                                                              | <b>PM:</b> | Paul Siegel |
| <b>Location:</b>    | 1429 E. Beamer St                                                                                                                        |            |             |
| <b>Description:</b> | Tenant Improvement for industrial building. TI is for expansion of office space and Laboratory.                                          |            |             |
| <b>Status:</b>      | Plan Review has commenced after being delayed by applicant.                                                                              |            |             |
| <b>Project:</b>     | <b>Goodwill Store T.I.</b>                                                                                                               |            |             |
| <b>Phase:</b>       | Construction                                                                                                                             | <b>PM:</b> | Paul Siegel |
| <b>Location:</b>    | 1770 E. Main ST                                                                                                                          |            |             |
| <b>Description:</b> | Tenant Improvement for Commercial Building (former Staples).                                                                             |            |             |
| <b>Status:</b>      | Project is under construction.                                                                                                           |            |             |
| <b>Project:</b>     | <b>State Theater</b>                                                                                                                     |            |             |
| <b>Phase:</b>       | Plan Review                                                                                                                              | <b>PM:</b> | Paul Siegel |
| <b>Location:</b>    | 322 Main Street                                                                                                                          |            |             |
| <b>Description:</b> | Remodel and expansion of the State Theater.                                                                                              |            |             |
| <b>Status:</b>      | Project is in the final stages of plan review.                                                                                           |            |             |

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| <b>Project:</b>     | <b>Black Bear Diner</b>                |                        |
| <b>Phase:</b>       | Construction                           | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 1540 E Main St                         |                        |
| <b>Description:</b> | Tenant Improvement for new restaurant. |                        |
| <b>Status:</b>      | The project is under construction.     |                        |

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| <b>Project:</b>     | <b>Woodland Motors</b>                                                        |                        |
| <b>Phase:</b>       | Plan Review/Construction                                                      | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 530 Quality Circle                                                            |                        |
| <b>Description:</b> | Auto Dealership                                                               |                        |
| <b>Status:</b>      | Project has started plan review. Separately a grading permit has been issued. |                        |

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| <b>Project:</b>     | <b>Dignity Health</b>                |                        |
| <b>Phase:</b>       | Plan Review                          | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 2081 Bronze Star                     |                        |
| <b>Description:</b> | Medical Office-30,000 sq ft building |                        |
| <b>Status:</b>      | Project has started plan review.     |                        |

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| <b>Project:</b>     | <b>Bowling Alley Restaurant Remodel</b>                        |                        |
| <b>Phase:</b>       | Plan Review                                                    | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 154 W. Main                                                    |                        |
| <b>Description:</b> | Tenant Improvement for upgrade to restaurant in bowling alley. |                        |
| <b>Status:</b>      | Project has started plan review.                               |                        |

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| <b>Project:</b>     | <b>Harbor Freight T.I.</b>              |                        |
| <b>Phase:</b>       | Plan Review                             | <b>PM:</b> Paul Siegel |
| <b>Location:</b>    | 1384 E Main St                          |                        |
| <b>Description:</b> | Tenant Improvement Industrial Building. |                        |
| <b>Status:</b>      | Project has started plan review.        |                        |

**CODE ENFORCEMENT**

| Reactive Enforcement:                   | <u>Status</u>                  |                                                                                                                                  |        |         |                                                                                                                  |
|-----------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------|--------|---------|------------------------------------------------------------------------------------------------------------------|
|                                         | Number                         | Open                                                                                                                             | Closed | Pending | Notes                                                                                                            |
| Calls for Service                       | 132                            | 37                                                                                                                               | 59     | 37      | By phone, e-mails, walk-ins or letters                                                                           |
| Code Complaints                         | 96                             | 37                                                                                                                               | 59     | 37      | Nuisance, Building or Housing and Health and Safety Codes                                                        |
| Complaints Unfounded                    | 36                             | 0                                                                                                                                | 36     |         | No code violations were found                                                                                    |
| Code Violations                         | 96                             | 37                                                                                                                               | 59     | 37      | Verified                                                                                                         |
| Warning Notices                         | 96                             |                                                                                                                                  | 59     |         | Issued                                                                                                           |
| Code Compliance                         | 59                             |                                                                                                                                  | 59     |         | Code violations corrected                                                                                        |
| Abatement                               | 2                              |                                                                                                                                  | 2      |         | Buildings demolished or boarded up                                                                               |
|                                         | <u>Specific Nuisance Items</u> |                                                                                                                                  |        |         |                                                                                                                  |
| Non-Operable Vehicles                   | 8                              |                                                                                                                                  | 8      |         | All vehicles were removed                                                                                        |
| Junk and Debris                         | 36                             |                                                                                                                                  | 24     | 12      | Blighted conditions                                                                                              |
| Illegal Construction (stop work notice) | 1                              |                                                                                                                                  | 0      | 1       | (3) Stop work notices were posted                                                                                |
| Parking on Landscaping                  | 3                              |                                                                                                                                  | 3      |         | Vehicles were removed from landscaping                                                                           |
| Buildings (unsecure/vacant)             | 5                              |                                                                                                                                  |        |         | Building abandoned or foreclosed                                                                                 |
| Obstruction of Public way               | 21                             | 0                                                                                                                                | 21     |         | Overgrown shrubs or bush in setback areas blocking sight view or storing basketball hoops in public right-of-way |
| Prohibited signs                        | 3                              |                                                                                                                                  | 3      |         | Posted, and re-moved                                                                                             |
|                                         | <u>Other Items</u>             |                                                                                                                                  |        |         |                                                                                                                  |
| Business License Inspections            | 5                              |                                                                                                                                  |        |         | Renewal inspections                                                                                              |
|                                         | <u>Ongoing Projects</u>        |                                                                                                                                  |        |         |                                                                                                                  |
| Proactive Enforcements                  | Status:                        | 105 W. Main St. (Long John Silver)<br>439 Grand Ave<br>1580 E. Main St. (Sonic Burger)<br>655 Cottonwood St. (Apartment Complex) |        |         | Working closely with property owners and property managers, via phone and meetings to help maintain properties   |
| Non-Operable Vehicle                    |                                | all vehicles were re-moved (see above)                                                                                           |        |         |                                                                                                                  |
| Foreclosure Monitoring                  |                                | 0 properties were Foreclosed on                                                                                                  |        |         |                                                                                                                  |
|                                         | <u>Public Outreach</u>         |                                                                                                                                  |        |         |                                                                                                                  |
| Business                                |                                |                                                                                                                                  |        |         |                                                                                                                  |
| Workshops                               |                                | Yolo Co. Environmental and Consumer Task Force                                                                                   |        |         |                                                                                                                  |
| Neighborhood Watch                      |                                | Attended meeting, Dairs Meeting and POP with Woodland PD                                                                         |        |         |                                                                                                                  |

## SUCCESSOR AGENCY/FORMER REDEVELOPMENT

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |
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| <b>Project:</b>     | <b>AB1484 Low/Mod Due Diligence Fund Report Approval and Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| <b>Phase:</b>       | Approval of Bond Expenditure Agreement/Winding Down Agency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>PM:</b> Wendy Ross |
| <b>Location:</b>    | Agency wide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |
| <b>Description:</b> | Post-redevelopment and per AB1x 26 and subsequently AB1484, required activity to wind down Woodland Redevelopment Agency projects and allocation of funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| <b>Status:</b>      | The CA Department of Finance Finding of Completion was issued on May 7, 2013. It was determined that the Woodland Successor Agency was authorized by DOF to enter into Bond Expenditure Agreement, whereby the balance of Agency Bond proceeds in the amount of approximately \$4.0m were transferred to the City to be allocated to projects that qualify per the Official Statement of the Bonds, CA Redevelopment Law and the Woodland Redevelopment Plan. Staff has identified qualified priority projects, including the redevelopment of the State Theatre. ROPS 14/15B is currently under review by the Department of Finance. |                       |

## Economic Development Projects

|                     |                                                                                                                                                                                                                                                                   |                       |
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| <b>Project:</b>     | <b>Yolo County Broadband Strategic Plan</b>                                                                                                                                                                                                                       |                       |
| <b>Phase:</b>       | underway                                                                                                                                                                                                                                                          | <b>PM:</b> Wendy Ross |
| <b>Location:</b>    | Countywide focus                                                                                                                                                                                                                                                  |                       |
| <b>Description:</b> | Countywide collaboration to do a broadband Internet planning study to determine how we can best ensure that our businesses, residences and community anchors have access to affordable, reliable broadband Internet service that will meet their long term needs. |                       |
| <b>Status:</b>      | Presenting findings to Economic Development Subcommittee to finalize the City of Woodland profile section of the strategic plan. Next step to assess the implementation of the proposed strategy.                                                                 |                       |

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| <b>Project:</b>     | <b>Yolo County Recycle Market Development Zone designation</b>                                                                                                                                                                                                                                                                                                                                                    |                       |
| <b>Phase:</b>       | Set up underway                                                                                                                                                                                                                                                                                                                                                                                                   | <b>PM:</b> Wendy Ross |
| <b>Location:</b>    | Countywide, excluding West Sacramento and Clarksburg area                                                                                                                                                                                                                                                                                                                                                         |                       |
| <b>Description:</b> | Countywide Loan program to encourage recycling businesses within California to site new manufacturing facilities and expand existing operations. This program provides low-interest loans for the purchase of equipment and other relevant business costs. The intent of the program is to help manufacturers increase their processing capabilities and create additional markets for recycled-content products. |                       |
| <b>Status:</b>      | Recycle Market Development Zone (YoloRMDZ) was designated in fall 2013. Staff has secured URL <a href="http://www.YoloRMDZ.org">www.YoloRMDZ.org</a> . Staff is developing a brochure and marketing the Zone. Zone is a 10 year designation.                                                                                                                                                                      |                       |

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| <b>Project:</b>     | <b>State Theatre Disposition and Development Agreement</b>                                                                                                                                                                                                                |            |           |
| <b>Phase:</b>       | Design Review/Building Permit                                                                                                                                                                                                                                             | <b>PM:</b> | Ken Hiatt |
| <b>Location:</b>    | 322 Main Street                                                                                                                                                                                                                                                           |            |           |
| <b>Description:</b> | Renovation and addition of State Theatre as 10 screen multiplex cinema with café.                                                                                                                                                                                         |            |           |
| <b>Status:</b>      | City Council approved Disposition and Development Agreement with Cinema West on June 17, 2014. Escrow has been opened and evidence of financing provided by developer. Building permits are under review. Close of escrow and construction anticipated early Spring 2015. |            |           |

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| <b>Project:</b>     | <b>Visitor Attraction</b>                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| <b>Phase:</b>       | Ongoing                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |
| <b>Location:</b>    | City and Countywide with focus on increasing hotel occupancy in Woodland                                                                                                                                                                                                                                                                                                                                  |  |  |
| <b>Description:</b> | Market the City of Woodland and promote events to enhance Woodland as a visitor destination.                                                                                                                                                                                                                                                                                                              |  |  |
| <b>Status:</b>      | City has established a Memorandum of Understanding with Yolo County Visitor's Bureau with scope of services outlining activities to promote visitor attraction funded by the Hotel BID. City has increasing the BID from 1% to 1.5% to expand activities and increase emphasis on improving hotel occupancy in Woodland. Miranda Driver, Woodland Hotel Marketing Coordinator was hired in early January. |  |  |

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| <b>Project:</b>     | <b>City Hall Annex – Woodland Opera House Reuse</b>                                                                                                                                       |  |  |
| <b>Phase:</b>       | Pre-Construction                                                                                                                                                                          |  |  |
| <b>Location:</b>    | City Hall Annex – Court Street                                                                                                                                                            |  |  |
| <b>Description:</b> | Renovation and Reuse of Annex by Woodland Opera House dance and theater educational programming                                                                                           |  |  |
| <b>Status:</b>      | City Council approved funding for improvements and lease agreement with WOH on December 2 <sup>nd</sup> . Lease execution expected January 2015 and construction to commence Summer 2015. |  |  |

### Business Licenses

| Business License Category | New | Renewed | Closed |
|---------------------------|-----|---------|--------|
| Home Based                | 30  | 216     | 15     |
| Out of Town               | 96  | 233     | 31     |
| Commercial                | 43  | 420     | 27     |
| Totals                    | 169 | 869     | 73     |



**DETAILED PROJECT LISTING**

**ROADWAY PROJECTS**

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <b>Project:</b>     | <b>00-06, I-5 and Highway 113 Interconnect, Phase 2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Phase:</b>       | Delay <b>PM:</b> Ayon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Description:</b> | This project includes the construction of the freeway to freeway connector from northbound I-5 to southbound SR 113. This project is being designed and managed by Caltrans.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• City is working with Caltrans to place this project on hold. The Co-op Agreement has been revised.</li><li>• This Co-op Agreement was approved by Council on October 1, 2013.</li><li>• In compliance with the Co-op Agreement, staff worked with Caltrans and SACOG to transfer unused federal funding to the I-5/CR-102 Landscaping project for Construction.</li><li>• Staff is working with SACOG staff to transfer some funding from this project to the E. Main Street Improvement Project to expand the scope of the project to improve traffic handling in the corridor.</li></ul> |

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| <b>Project:</b>     | <b>04-07, Kentucky Avenue Complete Street Widening and Reconstruction Project</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Phase:</b>       | Design <b>PM:</b> Ayon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Description:</b> | Project will reconstruct pavement and widen Kentucky Avenue to 4-lanes from East Street to College Street and will reconstruct pavement and make operational improvements from College Street to West Street. The project includes bicycle lanes, landscape separated sidewalks, landscaped medians, new and modified traffic signals; and associated roadway utility improvements through the entire corridor from East to West streets.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• Design completion estimated winter 2015, currently at 65% design.</li><li>• Construction scheduled for summer 2017</li><li>• Staff requested, and was granted, \$11M in funding from SACOG for construction of the project.</li><li>• Project is being designed under a contract with Psomas and design is approximately 65% complete.</li><li>• A public meeting was held on September 24, 2014 in the City Council Chambers.</li><li>• Council approved the Final MND on October 21, 2014. Caltrans approved the NEPA on January 21, 2015. This allowed final design to begin.</li><li>• Right-of-way Acquisition: sent property owners notices to appraise; right-of-way acquisition estimated to be complete winter 2015.</li><li>• Coordinating with the railroad: project impacts two railroad crossings.</li></ul> |



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| <b>Project:</b>     | <b>08-58, Main Street Streetscape Enhancements (Third St to Sixth St)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |        |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>PM:</b> | Olmedo |
| <b>Description:</b> | Enhance downtown's role as the government, dining, entertainment, cultural and retail/specialty center of the community. Project limits are Main Street from East Street to Third Street. Improvements include curb bulb-outs at intersections, new curbs, gutters, sidewalks, and landscaping along with other enhancements in the public right of way as appropriate or affordable. Funded by a SACOG 2010 Community Design Grant.                                                                                                                                                                                                                                                                                                                                        |            |        |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• 100% design completed by Laugenour and Meikle; bids opened March 5, 2015; Council award March 17, 2015;</li> <li>• NEPA completed June 2014. Caltrans Right-of-Way &amp; utility coordination completed July 2014.</li> <li>• Caltrans approved request for construction authorization.</li> <li>• Construction is scheduled to begin early to mid-May 2015 to coordinate with the Courthouse construction schedule and to prevent construction damage to new improvements. Project is anticipated to be complete by early October 2015.</li> <li>• The project will affect parking but will not affect traffic on Main Street with the exception of 1-2 days at the end of the project for resurfacing and restriping.</li> </ul> |            |        |

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| <b>Project:</b>     | <b>09-25, County Road 25A from County Road 101 to State Highway 113</b>                                                                                                                                                                                              |            |         |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                         | <b>PM:</b> | Pollard |
| <b>Description:</b> | Pavement rehabilitation and widening of County Road 25A between Highway 113 and County Road 101. Final configuration will be a 2-lane roadway.                                                                                                                       |            |         |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• Plans Specifications and estimates were completed by the Developer, Developer has agreed to construct improvements. Construction is expected to start in April 2015. Project is being constructed by a Developer</li> </ul> |            |         |

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| <b>Project:</b>     | <b>10-07, East Kentucky Rehab (East to Harter)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |        |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>PM:</b> | Wurzel |
| <b>Description:</b> | Project will rehabilitate E. Kentucky Avenue from East Street to Harter Avenue-Paddock Court; including adding bike lanes to close the bike system gap on Kentucky Avenue. The project will reconstruct the pavement, valley gutters and curb. This project is Federal-Aid funded by SACOG in 2012. Local funds are being used for design.                                                                                                                                                          |            |        |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• The project was completed by October 31, 2014.</li> <li>• The test results of the asphalt samples do not meet the specification. Additional testing will be performed to determine if the asphalt is acceptable.</li> <li>• Final testing has been completed; asphalt has been deemed acceptable with a price reduction and extended warranty.</li> <li>• Project will be scheduled for acceptance in late spring once documents are completed.</li> </ul> |            |        |

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| <b>Project:</b>     | <b>11-24, I-5 &amp; CR 102 Interchange Landscaping</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |      |
| <b>Phase:</b>       | Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>PM:</b> | Ayon |
| <b>Description:</b> | This project is the landscaping phase of the I-5/CR-102 Interchange Improvements Project (#97-24).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |      |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>Callander Associates completed 100% PS&amp;E and is addressing recent Caltrans review comments to obtain a Caltrans Encroachment Permit.</li> <li>The I-5/SR-113 (CIP 00-06) Co-op Agreement has been revised and staff has moved some federal funds to this project's construction. Staff is working with Caltrans and SACOG to move leftover federal funds from the I-5/CR-102 Interchange project (CIP 97-24) to this project. These federal funds can only be used for the I-5/CR-102 and I-5/SR-113 projects.</li> <li>Construction is anticipated to begin in spring 2016.</li> </ul> |            |      |

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| <b>Project:</b>     | <b>11-27, Main Street and Cleveland Traffic Signal Improvements</b>                                                                                                                                                                                                                                                                                                                                                 |            |        |
| <b>Phase:</b>       | Pre-Design                                                                                                                                                                                                                                                                                                                                                                                                          | <b>PM:</b> | Wurzel |
| <b>Description:</b> | This project will upgrade the existing intersection and traffic signal equipment; and will install vehicle detection on Cleveland St, new signal poles, new signal heads, pedestrian audible signals, and pedestrian signal heads. Project will also reconstruct the non-compliant ADA curb ramps at the intersection. This intersection is one of the top 10 accident locations, thus its selection for grant use. |            |        |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>Design is substantially complete.</li> <li>Need to obtain NEPA and complete utility coordination.</li> <li>Construction anticipated summer 2016</li> </ul>                                                                                                                                                                                                                   |            |        |

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| <b>Project:</b>     | <b>13-05, E. Main Street Improvement Project (East Street to Pioneer Ave.)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |        |
| <b>Phase:</b>       | Pre-Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>PM:</b> | Olmedo |
| <b>Description:</b> | Project will resurface E. Main Street between East Street and Pioneer Avenue to widen and improve bike lanes, and complete sidewalks on the south side of the road. Staff is working to obtain additional funding to construct an off-street multi-use path on the north side of the roadway between Pioneer Avenue and Matmor Road.                                                                                                                                                                                                                  |            |        |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>Council approved Consultant contract with Mark Thomas for design services in Jan. 2015.</li> <li>Staff applied for and received \$1 million in grant funding for the construction of this project.</li> <li>Staff is working with SACOG and Caltrans to transfer remaining funding from I5/SR113 to this project to allow for the inclusion of the multi-use path.</li> <li>Mark Thomas &amp; Co was selected through a quality based selection (QBS) process to perform the design of the project.</li> </ul> |            |        |

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| <b>Project:</b> | <b>13-06, Safe Routes to School Improvement Project</b> |            |        |
| <b>Phase:</b>   | Complete                                                | <b>PM:</b> | Wurzel |

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| <b>Project:</b>     | <b>13-06, Safe Routes to School Improvement Project</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description:</b> | Project will construct school area improvements to increase visibility of students walking and biking to school. Project includes driver feedback signs, lighted crosswalk, and signing and striping improvements.                                                                                                                                                                                                                                                                                                    |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• The Contractor has not completed the project punch list.</li> <li>• Staff submitted a claim in the amount of \$43,715.13 to PG&amp;E for the additional costs incurred due to the issues with the PG&amp;E power supply. PG&amp;E has paid \$40,000 of this claim.</li> <li>• Contractor is scheduled to complete a significant portion of the punch list the second week of April. Once remaining work is complete the project will be scheduled for completion.</li> </ul> |

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| <b>Project:</b>     | <b>14-14, 2014 Pavement Maintenance Project</b>                                                                                                                                                                                                                                                                                                                                                          |
| <b>Phase:</b>       | Complete <b>PM:</b> Ayon                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Description:</b> | Project will perform pavement maintenance seals and roadway restriping on roads within the area bound by Gibson Avenue, CR98, East Street and the south City Limits.                                                                                                                                                                                                                                     |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• Construction contract was awarded to Windsor Fuel Company in the amount of \$869,775.05. Change orders were issued in the amount of \$4,890.50.</li> <li>• Construction started June 2014 and finished the work September 2014, with the exception of final close-out paperwork.</li> <li>• Final acceptance approved by Council on January 6, 2015.</li> </ul> |

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| <b>Project:</b>     | <b>15-03, 2015 Pavement Maintenance Project</b>                                                                                                                                                                                                                                                                                                                    |
| <b>Phase:</b>       | Delay <b>PM:</b> Ayon                                                                                                                                                                                                                                                                                                                                              |
| <b>Description:</b> | Project will perform pavement maintenance seals and roadway restriping on roads within the area north of Main Street and west of West Street.                                                                                                                                                                                                                      |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• Due to recent ADA requirements on pavement maintenance projects and the significant amount of ADA ramps required for this work, this project will be constructed in summer 2016.</li> <li>• The ADA ramps will be designed with the 2015 ADA Improvements Project (CIP 15-09) and will be constructed in 2016.</li> </ul> |

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| <b>Project:</b> | <b>15-09, 2014/2015 ADA Improvements</b> |
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| <b>Project:</b>     | <b>15-09, 2014/2015 ADA Improvements</b>                                                                                                                                                                                                                                                                                                           |            |      |
| <b>Phase:</b>       | Design                                                                                                                                                                                                                                                                                                                                             | <b>PM:</b> | Ayon |
| <b>Description:</b> | Project will complete ramps in various locations within the ADA priority route and within the area north of Main Street and west of West Street.                                                                                                                                                                                                   |            |      |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• Environmental Clearance on January 13, 2015.</li><li>• Due to recent ADA requirements on pavement maintenance projects and the significant amount of ADA ramps required for this work, this project's funding will cover in-house design only; and the ramps will be constructed in summer 2016.</li></ul> |            |      |

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| <b>Project:</b>     | <b>15-16, Main Street from Elm to Cleveland Streetscape</b>                                                                                                                                                                                                                                                                              |            |        |
| <b>Phase:</b>       | Pre-Design                                                                                                                                                                                                                                                                                                                               | <b>PM:</b> | Olmedo |
| <b>Description:</b> | The project will enhance downtown's pedestrian environment on Main Street from Elm to Walnut streets. The project is proposing to construct bulb-outs at intersections, and add parking, landscaped median and other pedestrian enhancements.                                                                                            |            |        |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• Design completed, bids opened March 4, 2015; Council awarded construction contract to B &amp; M Builders, Inc. on March 17, 2015.</li><li>• Contract execution pending approval of the close of escrow of the City's transfer of State Theatre building to Woodland State Theatre LLC.</li></ul> |            |        |

**WATER INFRASTRUCTURE PROJECTS**

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| <b>Project:</b>     | <b>08-07, Surface Water Project</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| <b>Phase:</b>       | Design/Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>PM:</b> Busch |
| <b>Description:</b> | This project includes a regional water supply project jointly funded with the City of Davis and UCD. It will provide 18 million gallons of water per day for the City of Woodland; including storage tank, storage pumping facilities and related water transmission lines to get the high quality water into the City. Some of our existing wells will be converted to Aquifer Storage and Recovery (ASR) wells; and ultimately, new ASR wells will be used to supplement summer water use, peak hour and peak day water demands. These ASR wells will also help us bridge over the periods when there may be water right curtailments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• UC-Davis has exercised their option to receive surface water as part of the project and is now a full project partner.</li> <li>• The shop drawing review phase of the DBO contract is largely completed.</li> <li>• Construction work is underway. The 2-2.875 million gallon pre-stressed concrete storage tanks are completed the #1 tank has been tested and backfilled and the #2 tank is preparing for water testing. The construction of the wall sections are continuing for the Filter Gallery, Chemical Building, and Ozone Facility. The structural work for the Equalization Basin and the In-Plant Pump Station has been completed. Prep work has begun on the Finished Water Pump Station and the Administration Building. The construction is approximately 28% complete and is on schedule and budget.</li> <li>• The Joint Intake project with RD2035 has completed the cofferdam and pile driving, concrete slabs have been poured. Installation of the eastern pipeline to the offsite facilities is underway. Work is continuing on the outlet cofferdam.</li> <li>• The Offsite pipeline work has begun, starting with the Woodland North Transmission main which will connect to the City's distribution system on Main St. at Quality Court.</li> <li>• The draft Supplemental Environmental Impact Report has been completed for ASR.</li> <li>• Public involvement meetings and outreach is continuing.</li> </ul> |                  |

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| <b>Project:</b>     | <b>08-28, Modify Well Casings</b>                                                                                                                                                                                                                                                                                                                                                                                                       |                  |
| <b>Phase:</b>       | Design                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>PM:</b> Busch |
| <b>Description:</b> | Work to include modifications to well casings to extend life expectancy and reduce the level of nitrates in the well water. Specific wells to be modified will be determined the year before work is to be done. At this time the most likely wells to be modified are Wells 10, 11, 13, 14, 17 and 21. Work will also include video inspection, cleaning, doing minor repairs to pump shaft and bearings, and minor repairs to casing. |                  |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• Staff met with CDPH regarding permitting for the modifications to Well #10 to reduce nitrates. Staff provided a modification package for Well #10 to CDPH based on design modifications that were coordinated with CDPH. Work is currently on hold pending an evaluation of water supply needs for 2015.</li> </ul>                                                                            |                  |

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| <b>Project:</b>     | <b>08-33, 1<sup>st</sup> Ground level Storage Tank</b>                                                                                                                                                                                                                                                  |            |       |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                                                            | <b>PM:</b> | Busch |
| <b>Description:</b> | This project includes construction of a new ground level 3-million gallon water storage tank and booster pump station with two new water main connections to the existing system. The tank and pump station are located at the west end of the holding pond at the corner of CR 98 and El Dorado Drive. |            |       |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>The final punchlist items have been completed.</li></ul>                                                                                                                                                                                                          |            |       |

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| <b>Project:</b>     | <b>09-23, Water System Leak Detection and Repairs</b>                                                                                                                                                                                                                                                                                                                                                                  |            |       |
| <b>Phase:</b>       | Design                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>PM:</b> | Busch |
| <b>Description:</b> | This project includes identification and prioritization of water mains throughout the City in need of repair or replacement, including elimination of undersized pipes. The project involves replacing the 2" back of sidewalk mains with a new 8" diameter main, and abandon the 2" mains. The initial focus is on streets with the highest numbers of water main breaks and cast iron water mains over 60 years old. |            |       |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>Planning the 2015 Water Main Replacement Project is completed. The streets selected for water main replacement are generally located east of West Street and south of Lincoln and near Christensen Park. The project design will be bid in May 2015 with bidding anticipated for fall/winter 2015 and be completed ahead of switching to surface water in May 2016.</li></ul>    |            |       |

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| <b>Project:</b>     | <b>11-14, Water Transmission Main (East)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |      |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>PM:</b> | Fong |
| <b>Description:</b> | Install a water transmission main (ranging from 30" to 36") instead of a 12 inch water main in the Spring Lake area to meet the needs of the surface water project.                                                                                                                                                                                                                                                                                                                     |            |      |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>Construction work began in September 2014.</li><li>Sidewalk installation along Sports Park Drive has largely been completed.</li><li>The transmission line is now complete from the 6<sup>th</sup> street terminous (water transmission line from CIP 12-05 will connect at this location) to CR 102 with completion expected by summer 2015. The remaining work includes tie-ins to the distribution system, testing, and landscaping.</li></ul> |            |      |

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| <b>Project:</b>     | <b>12-05, Water Transmission Main (West)</b>                                                                                                                                                                                                                                                                                                                                                        |            |      |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                                                                                                                                                        | <b>PM:</b> | Fong |
| <b>Description:</b> | This project is identified as part of the surface water project to improve water quality and offset the declining water quality from the groundwater supplies. This pipeline is a segment of the transmission line that will convey treated surface water from the new regional water treatment facility to all areas in the City. This segment of pipeline runs from East Street to Ashley Avenue. |            |      |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• The project was bid in December 2014 and awarded to Teichert Construction by City Council on 1/6/2015.</li><li>• Potholing work has been completed and construction is expected to begin in May 2015.</li></ul>                                                                                                                                             |            |      |

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| <b>Project:</b>     | <b>14-13, ASR Testing and Modeling – Surface Water Project</b>                                                                                                                                                             |            |       |
| <b>Phase:</b>       | Design                                                                                                                                                                                                                     | <b>PM:</b> | Busch |
| <b>Description:</b> | The project involves development of a transport model to determine the storage capacity of the aquifer, degradation of the aquifer due to aquifer storage recharge and geochemical effect of the aquifer storage recharge. |            |       |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• Permitting work has been initiated for the permit to operate a long term ASR program.</li></ul>                                                                                    |            |       |

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| <b>Project:</b>     | <b>15-02, New ASR Wells #29 and #30</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |       |
| <b>Phase:</b>       | Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>PM:</b> | Busch |
| <b>Description:</b> | The project involves the design and construction of two new Aquifer Storage and Recovery (ASR) wells allow for the injection of surplus surface water in winter; and supplement supply of surface water in summer and to meet peak demand needs. The new ASR wells will replace existing Wells #4 and #11.                                                                                                                                                                                                                                                                                                                      |            |       |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• Carollo Engineers has begun design for the new ASR wells. Geotechnical investigations for the buildings have been completed along with site topographic surveys. A small bid package is being prepared to drill to the injection zone and sample the aquifer materials in order to better design the well and understand the geochemistry of the aquifer. The injection zone is approximately 400' below the surface.</li><li>• The intent is to complete construction of the wells by the end of 2016 to allow for surface water injection the first winter it is available.</li></ul> |            |       |

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| <b>Project:</b>     | <b>15-10, Recycled Water</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Phase:</b>       | Design <b>PM:</b> Busch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Description:</b> | The City of Woodland is planning for a diversified water supply portfolio including future surface water, groundwater and local recycled water sources to meet current and future water demands. The City proposes to use its currently available tertiary treated Title 22 effluent from the City's Water Pollution Control Facility (WPCF) providing a firm capacity of approximately 2,700 gpm for future recycled water uses. The annual capacity of recycled water is 4,500 afy. The recycled water source would improve the City's water supply reliability by reducing potable demands during the summer months when demands are highest and/or impacted by drought conditions. Recycled water is very reliable even during drought conditions and would serve to drought-proof the City's overall water portfolio. During winter months, the recycled water source allows for the increased injection of treated surface water into the ground through the City's ASR wells. The expected potable water savings from implementing the Phase I Project sites would be approximately 1,277 afy at start-up. |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• The drought IRWM grant application (Westside) for \$2M was submitted to DWR on July 20, 2014. The draft grant award includes awarding the \$2M grant to Woodland.</li> <li>• The SRF loan application is nearly completed. The SRF program for recycled water provides funding at 1% interest.</li> <li>• The recycled water program permit package and O&amp;M Manual is largely completed and will be submitted to the SWRCB for approval in April.</li> <li>• The design of the project is underway. The schedule includes bidding a construction contract in June 2015.</li> <li>• A study evaluating the appropriate rate structure for recycled water has been completed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                               |

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| <b>Project:</b>     | <b>15-19, 2014 Water Main Replacement Project</b>                                                                                                                                                                                                                |
| <b>Phase:</b>       | Construction <b>PM:</b> Busch                                                                                                                                                                                                                                    |
| <b>Description:</b> | The 2014 Water Main Replacement Project design is completed. The streets selected for water main replacement include: Shasta Place, Lassen Place, Plane Avenue, N. Grand Avenue, McKinley Avenue, and Antelope Street between Cottonwood Street and West Street. |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• This project received bids in March 2015 and construction is expected to begin in June 2015</li> </ul>                                                                                                                  |



**FLOOD AND STORM DRAINAGE PROJECTS**

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| <b>Project:</b>     | <b>06-12, Springlake East Regional Pond</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>PM:</b> Fong |
| <b>Description:</b> | This project will landscape the center island and western portions of the existing Spring Lake East Regional Pond. Native plants and grasses will be used to minimize future maintenance and create/maintain a natural habitat.                                                                                                                                                                                                                                       |                 |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>The Yolo County Resource Conservation District has planted native plant material at the site. Tamarisk Trees have been removed. A drip system has been installed to establish the vegetation, some planting remediation needed.</li> <li>ADA work awarded by the YCRCD, work ongoing. Weed control and vegetation monitoring continues.</li> <li>Final plantings occurring Spring 2015 for completion by June 2015.</li> </ul> |                 |

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| <b>Project:</b>     | <b>09-15, Lower Cache Creek Feasibility Study</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |
| <b>Phase:</b>       | Pre-Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>PM:</b> Busch |
| <b>Description:</b> | This project engages local, regional state and federal agencies in the development of comprehensive strategies to minimize the risk of flooding from Lower Cache Creek while enhancing water supply and the ecosystem in a manner that reflect community values. The focus areas will be on initiating studies in cooperation with the US Army Corps of Engineers (Corps), California Department of Water Resources (DWR) and other regional agencies and outreach that will inform the community of the conceptual solution.                                                                                                                                                                                                                                                |                  |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>The Corps is working toward Milestone #2 scheduled for July 2015. Milestone #2 is the Tentatively Selected Plan and narrows the 4 current alternatives to 1 alternative for the remainder of the study.</li> <li>Additional federal funding in the amount of \$570,000 is included in the President's 2016 Budget. This fulfills the federal cost share requirement.</li> <li>The City submitted the concept paper for the Lower Cache Creek Basin Woodland Integrated Flood Risk Reduction Project under the new Urban Flood Risk Reduction (UFRR) program on March 9, 2015.</li> <li>Staff is working on a financing strategy for the local cost share of the project including coordination with the regional partners.</li> </ul> |                  |

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| <b>Project:</b>     | <b>09-31, Storz Pond Maintenance</b>                                                                                                                                                                                        |                       |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                | <b>PM:</b> Fong/Lloyd |
| <b>Description:</b> | This contract with the YCRCD will provide on-going maintenance of the pond for minimal cost. Maintains Storz Pond to meet City and area-wide drainage needs. Funding is from Storm Drain In-Lieu revenue already collected. |                       |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>Native grasses are responding well and becoming established.</li> <li>Transitioning to a maintenance project in 2015 budget.</li> </ul>                                              |                       |

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| <b>Project:</b>     | <b>11-13, North Gibson Ponds Modification for Storm Drain</b>                                                                                                                                                                                                                                                            |            |      |
| <b>Phase:</b>       | Study                                                                                                                                                                                                                                                                                                                    | <b>PM:</b> | Fong |
| <b>Description:</b> | Project includes the updating of the drainage plan for the south urban growth area, followed by the former wastewater treatment plant ponds on the north side of Gibson Road being repurposed for storm drain detention. The project will allow for storm water generated by the build out of Spring Lake to be managed. |            |      |
| <b>Status:</b>      | First draft of drainage study provided to the City in January 2015 with expected completion of the Study in early 2015.                                                                                                                                                                                                  |            |      |

**SEWER INFRASTRUCTURE PROJECTS**

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| <b>Project:</b>     | <b>08-21, Annual Sewer Repair and Replacement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |       |
| <b>Phase:</b>       | Design &<br>Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>PM:</b> | Busch |
| <b>Description:</b> | Repair and/or replacement of existing sewer mains and laterals based on priorities as determined during routine maintenance work and video surveys of facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |       |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• Investigation of sewer trunk mains from Beamer &amp; CR 102 to SS lift station at E. Main Street for purposes of designing rehabilitation has been completed. The Beamer Trunk lines and Gibson Trunk lines were investigated under CIP #13-10 for the purpose of evaluating the conditions of those mains.</li><li>• The design is completed for sanitary sewer relocation at Douglas Jr. High School on WJUSD property. Easement acquisition is underway. Construction work is planned for June 2015.</li><li>• The design of the sewer replacement work at Dog Gone Alley between Walnut and Elm and at Memorial Lane has been completed and the project is out to bid.</li><li>• Three deep sewer repairs are planned on Gibson Street at West Street and Matmor Road and in Main Street in June 2015.</li><li>• Kentucky Ave Trunk Main: the contractor has been selected for the relining of existing 30" (35 LF) concrete pipe; in addition to lining ductile iron crossings of I-5 and Kentucky Ave east of East Street. The project will begin construction in summer2015.</li></ul> |            |       |

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| <b>Project:</b>     | <b>10-11 Treatment Plant Expansion – Biosolids</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Phase:</b>       | Construction <b>PM:</b> Busch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Description:</b> | <p>This project consists of the disposal of biosolids that have accumulated in the storage ponds at the Water Pollution Control Facility (WPCF). To date, over twenty years of biosolids have been stored in approximately five storage ponds and the Regional Water Control Board requested that the City present a disposal plan during the application process for the waste discharge permit adopted in February 2009. The Regional Board will expect the City to begin the process for biosolids removal from the ponds in accordance with the submitted plan. The disposal plan includes removing one pond from service every third year, dry out the solids and have a disposal company contracted to remove the biosolids for either landfill disposal or farmland application. If the City does not follow through with the biosolids disposal plan by the end of the new NPDES permit cycle, which will be in 2014, then we can anticipate the Regional Board will give the City a biosolids requirement that may prove to be very costly to comply with in the next NPDES permit.</p>                                                                                                                                                                                                                                                                                                                                                                |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• The design of the Phase 3 Pond System Enhancements is approximately 50% complete. The project is described below.</li> <li>• An operable gate and a drying pad will be constructed to facilitate management of waste contaminated soil from sewer collection operations. This pad will be located between South Ponds #1 and #12.</li> <li>• South Pond #10 was treated with soil cement in 2013 and South Pond #8 was cleaned out in 2014. This allows the plant to always have a spare sludge drying facility available. There will also be some minor piping changes done to the (WAS) distribution system and “water cap” circulation system to allow South Ponds #7 through #11 to be isolated from the system. This will facilitate drying and cleaning the sludge from these ponds after the biosolids in the ponds are stabilized. This project will be advertised in early 2015 for implementation over the spring and summer of 2015.</li> <li>• Approximate 200,000 tons have been moved to North Pond # 9. Yolo County and the City will be working on modification of the biosolids rules for disposal of “Class A - Exceptional Quality Pathogen tested,” produced in Yolo County having a record keeping requirement for applications of 10 tons per year per acre to conform to the State rules for the same product type. This would facilitate land application for the City of Woodland.</li> </ul> |

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| <b>Project:</b>     | <b>12-02, Oxidation Ditch Retrofit – Phase 1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |      |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>PM:</b> | Fong |
| <b>Description:</b> | During the analysis done by Carollo Engineers for the Woodland Davis Regionalization Study, it was learned that the present ditch rotor system was not performing at a level to give the Water Pollution Control Facility (WPCF) its rated capacity for solids (Biological Oxygen Demand) of 8.0 MGD. The several rotor sets are reaching the end of their useful life and are scheduled to be replaced. Instead of replacing the inadequate rotor system, it is proposed that a new solids aeration system be retrofitted into the existing ditches to raise the solids capacity to match the existing hydraulic capacity (10.4 mgd). This project will result in increasing the solids capacity of the WPCF to match the hydraulic capacity of 10.4 mgd. It will also improve "settling characteristics" in the clarifiers and provide better UV disinfection and save \$100K per year in electric costs when the WPCF is operating at capacity. |            |      |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• Construction work is underway with the contractor working on modifications to the aeration ponds, and ordering long lead time equipment.</li><li>• The concrete work in Oxidation Ditch #1 is completed. Work is underway on the blower building electrical and foundation and site piping installation.</li><li>• Project in construction with expected completion by fall 2016.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |      |

|                     |                                                                                                                                                                                                                                                                                                                                                                      |            |      |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------|
| <b>Project:</b>     | <b>15-18, Mechanical Screens Replacement, Phase 2</b>                                                                                                                                                                                                                                                                                                                |            |      |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                                                                                                                         | <b>PM:</b> | Fong |
| <b>Description:</b> | Existing screens at the headworks of the Water Pollution Control Facility are at the end of their useful life and are allowing large particles into the treatment process which can damage the treatment operations. Replacement of these screens has been planned as part of the WPFC asset management planning.                                                    |            |      |
| <b>Status:</b>      | <ul style="list-style-type: none"><li>• This project is SRF financed and City Council approved sole-sourcing the replacement screens via Resolution No. 6204 on 2/18/2014.</li><li>• Construction contract awarded to MISCO Water on 11/18/2014.</li><li>• Notice to proceed issued 1/5/2015.</li><li>• Construction expected to be complete by fall 2015.</li></ul> |            |      |

**PARKS AND FACILITIES PROJECTS**

|                     |                                                                                                                                                                                                     |            |      |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------|
| <b>Project:</b>     | <b>11-15, Community Center – Sports Park Frontage Landscaping</b>                                                                                                                                   |            |      |
| <b>Phase:</b>       | Construction                                                                                                                                                                                        | <b>PM:</b> | Fong |
| <b>Description:</b> | Fronting landscape along the south side of Sports Park Drive as well as the 10' bike path of the Community Center/Sports Park Master Plan.                                                          |            |      |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• Project will be managed concurrently with CIP 11-14, Water Transmission Main, East.</li> <li>• Construction completion expected by spring 2015.</li> </ul> |            |      |

|                     |                                                                                                                                                                                                                                                                 |            |        |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|
| <b>Project:</b>     | <b>13-07, Community and Senior Center Emergency Generator</b>                                                                                                                                                                                                   |            |        |
| <b>Phase:</b>       | Construction                                                                                                                                                                                                                                                    | <b>PM:</b> | Wurzel |
| <b>Description:</b> | Project will provide and install a new 250 kw emergency generator to power essential electrical circuits. Work includes wiring modifications in electrical room to install new automatic transfer switch. Transferred PW Operations funds into capital project. |            |        |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• Construction was awarded September 2nd. Construction started October 8th.</li> <li>• The generator was delivered and installation is underway.</li> </ul>                                                              |            |        |

|                     |                                                                                                                                                                                                                                                                                                           |            |        |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|
| <b>Project:</b>     | <b>15-05, SLSP N3 Park</b>                                                                                                                                                                                                                                                                                |            |        |
| <b>Phase:</b>       | Pre-Design                                                                                                                                                                                                                                                                                                | <b>PM:</b> | Olmedo |
| <b>Description:</b> | Purchase 8 acres of land for Spring Lake Specific plan in the southeast area of Spring Lake.                                                                                                                                                                                                              |            |        |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• Preliminary conceptual discussions.</li> <li>• In contract with Callander Associates for feasibility study.</li> <li>• First public meeting/workshop was held on February 12<sup>th</sup> with Springlake residents to discuss 8 and 9 acres options.</li> </ul> |            |        |

**ADMINISTRATION**

|                     |                                                                                                                                                                      |            |      |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------|
| <b>Project:</b>     | <b>2012 Engineering Standards</b>                                                                                                                                    |            |      |
| <b>Phase:</b>       | Admin                                                                                                                                                                | <b>PM:</b> | Ayon |
| <b>Description:</b> | Updating the Engineering Standards to stay current with regulatory requirements, meet ongoing maintenance needs and based on construction practices and experiences. |            |      |
| <b>Status:</b>      | <ul style="list-style-type: none"> <li>• Preparing revisions based on input from city engineering and maintenance staff.</li> <li>• Ongoing</li> </ul>               |            |      |

## Legislation Text

4.

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**File #: 14-709, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Second Reading of Updated Ordinance Regulating Storm Water Discharges and Runoff**

**Recommendation for Action:** Staff recommends that the City Council adopt Ordinance No. \_\_\_\_\_, replacing Chapter 23D and amending sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10, and 25-22-20 of the Woodland Municipal Code relating to urban storm water quality management and discharge control.

**Staff Contact**

Tim Lloyd, Waste Water Systems Administrator, tim.lloyd@cityofwoodland.org, (530) 661-5899

**Fiscal Impact**

Adoption of the Ordinance will not have a direct fiscal impact on the City. Enforcement of the Ordinance may increase costs, but the Ordinance provides for cost recovery during enforcement actions.

**Background**

On February 5, 2013, the State Water Resources Control Board (“State Board”) adopted a new storm water permit (“General Permit”) for small municipal separate storm sewer systems (“MS4”). The General Permit, which became effective on July 1, 2013, replaces the original small MS4 permit adopted by the State Board. The General Permit implements the federal Clean Water Act and California’s Porter-Cologne Water Quality Control Act, and applies to cities such as Woodland.

The General Permit establishes more stringent programming and compliance requirements for all permittees than were required in the 2003 permit. One of the requirements of the General Permit is that the City have adequate legal authority to comply with the General Permit. Specifically, the City must have legal authority to control discharges from the MS4, to effectively prohibit non-storm water from entering the MS4, and to require compliance with appropriate best management practices. In addition, the City is required to analyze the Municipal Code and remove barriers to implementation of post-construction standards.

The proposed Ordinance was presented to the City Council for a first reading on April 7, 2015.

**Discussion**

The proposed Ordinance updates the City's legal authority to implement the General Permit. In addition, revisions to sections 14A-1-3 (public nuisance), 25-2-40 (compliance with laws and zoning regulations required), 25-6-01 (open space purpose statement), 25-22-10 (general provisions of landscape code), and 25-22-20 (specific provisions of landscape code) are proposed to address barriers to implementing post-construction standards. A summary of the key revisions to the Ordinance are as follows:

**A. Prohibited and Conditionally Prohibited Discharges:**

1. Non-storm water discharges to the MS4 are prohibited and include: discharges in excess of incidental runoff and any discharge that may cause or threaten a condition of pollution or nuisance, contains hazardous substances, or is identified to be a significant source of pollutants.
2. Water line flushing, individual residential car washing, uncontaminated pumped ground water, potable water, air conditioning condensation, flows from riparian habitats and wetlands, de-chlorinated pool and spa water, incidental runoff from landscaped areas, and firefighting flows are conditionally exempt and may be discharged to the MS4 unless they pose a threat to storm water quality.

**B. Reduction of Pollutants in Storm Water:**

1. The City can require best management practices to be implemented for any activity, operation or facility that may discharge pollutants to the storm drain system.
2. No person may throw, deposit, leave, or maintain any refuse, rubbish, garbage, or other discarded or abandoned objects and accumulations. Sidewalks must be maintained free of dirt or litter. Dirt and debris may not be tracked or blown off any property.
3. Landscape runoff in excess of an amount deemed to be incidental runoff must be controlled.

**C. Construction Activities:**

1. Projects greater than 1 acre or more or part of a larger common plan of development or sale must comply with the State Construction General Permit and must submit a storm water pollution prevention plan ("SWPPP") to the City.
2. Identified projects must submit an Erosion and Sediment Control Plan ("ESCP"). The ESCP must be approved by the City prior to any land disturbance. A SWPPP prepared in accordance with the Construction General Permit may replace the ESCP.

**D. Development Activities:**

1. New development and redevelopment projects creating or replacing 2,500 square feet or more of impervious surface must comply with the General Permit's post-construction requirements. The requirements are different for small and large projects:
  - o Smaller projects (creating or replacing between 2,500 and 5,000 square feet of impervious surface) must incorporate site design measures to reduce runoff from the site.
  - o Larger projects (creating or replacing 5,000 square feet or more of impervious surface, but excluding detached single-family homes that are not part of a larger plan of development) must also use low impact development design standards to meet certain retention or detention standards.
2. Projects with certain pollutant-generating activities and sources must use source control measures to control pollutants.

**E. City Responsibilities/Authority:**

1. Enter, inspect, monitor and sample to confirm compliance with the permit.



2. Use a variety of enforcement tools, including administrative, civil and criminal remedies.
3. Perform abatement and clean up and to recover costs.

#### **F. Public Nuisance**

The proposed Ordinance adds an exception to the definition of attractive nuisance in the public nuisance chapter for properly maintained temporary ponding of storm water in accordance with City approved plans. This amendment is intended to remove potential barriers to allowing property owners to retain storm water on-site for purposes of attaining infiltration and retention requirements in the General Permit.

#### **G. Open Space and Landscaping**

1. Amendments to sections 25-2-40 and 25-6-01 express intent to allow storm water management practices to occur within open space areas as long as the primary use of the open space is not compromised.
2. Amendments to section 25-22-10 and 25-22-20 express intent to allow landscape and setback areas to be used for storm water management practices.

The proposed storm water quality control Ordinance and related public nuisance, open space and landscaping amendments are designed to strengthen the City's legal authority to control pollutant discharges to the MS4 and to effectively prohibit non-storm water from entering the MS4. The Ordinance is intended to be sensitive to, and consistent with, the City's land use and planning approach while also meeting minimum standards required by the General Permit.

#### **Environmental Review:**

Adoption of the amendments to the Municipal Code is exempt from the California Environmental Quality Act ("CEQA") as an action by a regulatory agency as authorized by state law, local ordinance or resolution for the protection of natural resources under State CEQA Guidelines Section 15307 and the environment under State CEQA Guidelines Section 15308. The amendments to the Municipal Code will protect natural resources and the environment through the implementation of discharge procedures, water runoff controls, monitoring and reporting requirements, and enforcement provisions. Through these provisions, and others implemented by the amendments to the Municipal Code, the City will ensure the maintenance, restoration, enhancement or protection of a natural resource and the environment. The amendments to the Municipal Code are also not subject to the exceptions provided by State CEQA Guidelines Sections 15300.2 because the amendments include enforcement and inspection provisions, among other restrictive provisions, that protect the environment and do not otherwise involve unusual circumstances or cumulative effects.

#### **Conclusion**

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. \_\_\_\_\_, replacing Chapter 23D and amending sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10, and 25-22-20 of the Woodland Municipal Code relating to urban storm water quality management and discharge control.

Prepared By: Roberta Childers & Tim Lloyd

Reviewed By: Greg Meyer



Paul Navazio, City Manager

ATTACHMENTS: Ordinance No. \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, REPLACING CHAPTER 23D OF THE WOODLAND MUNICIPAL CODE RELATING TO URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL, AND AMENDING SECTIONS 14A-1-3 RELATING TO PUBLIC NUISANCES, 25-2-40 AND 25-6-01 RELATING TO OPEN SPACE, AND 25-22-10 AND 25-22-20 RELATING TO LANDSCAPING AND SETBACK AREAS**

WHEREAS, the City of Woodland (“City”) owns and maintains a municipal separate storm sewer system (“MS4”) that collects and conveys stormwater runoff from properties within the City’s jurisdiction; and

WHEREAS, pursuant to the Federal Water Pollution Control Act (“Clean Water Act”), the regulations implementing the Clean Water Act’s National Pollutant Discharge Elimination System (“NPDES”), and the California Porter-Cologne Water Quality Control Act, the City is required to obtain coverage under and comply with the Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems adopted by the State Water Resources Control Board; and

WHEREAS, the State Water Resources Control Board initially adopted a permit applicable to the City on April 30, 2003, and renewed it on February 5, 2013 through Order No. 2013-0001-DWQ, NPDES Permit No. CAS000004 (“General Permit”); and

WHEREAS, the General Permit requires the City to review and revise relevant ordinances and other regulatory mechanisms to obtain adequate legal authority, to the extent allowable under state or local law, to effectively prohibit non-stormwater discharges into the MS4, to implement controls to reduce the discharge of pollutants from the MS4 to the maximum extent practicable, and to meet the other requirements of the General Permit; and

WHEREAS, in order to maintain adequate legal authority, the City desires to amend its stormwater quality control ordinance to regulate stormwater and non-stormwater discharges into and from the MS4, to update construction and post construction stormwater management requirements, and provide additional enforcement authority for violations of the ordinance; and

WHEREAS, the City Council additionally wishes to reduce impediments to implementation of the post-construction requirements in the General Permit by amending portions of the Municipal Code relating to public nuisances, open space, and landscaping requirements; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meeting of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Woodland as follows:

**Section 1. Amendment.** Section 14A-1-3(b)(6) of the Woodland Municipal Code is amended to add the language shown in underlined text, as follows:

Sec. 14A.1-3(b)(6)

Attractive nuisances (those objects which, by their nature, may attract children or other curious individuals) including, but not limited to, unprotected and/or hazardous pools, ponds, iceboxes or refrigerators, or excavations; provided, however, that properly maintained temporary ponding of stormwater in accordance with City approved plans shall not constitute an attractive nuisance for purposes of this section;

**Section 2. Amendment.** Section 25-2-40(c) of the Woodland Municipal Code is hereby amended to add the language shown in underlined text, as follows:

Sec. 25-2-40(c)

No building or part thereof or other structure shall be erected, nor shall any existing building be altered, enlarged, rebuilt, or moved into any zone, nor shall any open space be encroached upon or reduced in any manner, except in conformity to the yard, building site area, and building location regulations hereinafter designated for the zone in which such building or open space is located. City-approved stormwater management practices may be incorporated into open space areas where the practice will not compromise the primary use of the open space.

**Section 3. Amendment.** Section 25-6-01 of the Woodland Municipal Code is hereby amended to add the language shown in underlined text, as follows:

Sec. 25-6-01

To preserve open space recreation area and areas of historical and cultural value, and devoted to the enjoyment of scenic beauty, conservation of natural resources and landscaped areas; to reduce impervious surface coverage for stormwater management.

**Section 4. Amendment.** Subdivision (v) is hereby added to Section 25-22-10 of the Woodland Municipal Code to read as follows:

Sec. 25-22-10(v)

(v) Subject to approval by the City, landscaped areas and setbacks may be used for stormwater management practices.

**Section 5. Amendment.** Subdivision (b)(8) is hereby added to Section 25-22-20 of the Woodland Municipal Code to read as follows:

Sec. 25-22-20

(b)(8) Subject to approval by the City, permanent landscaping in off-street parking and loading areas may be used for stormwater management practices.

**Section 6. Amendment.** Chapter 23D of the Woodland Municipal Code is hereby repealed in its entirety and replaced by a new Chapter 23D, "Urban Stormwater Quality Management and Discharge Control" to read as set forth in **Exhibit A** to this Ordinance, which Exhibit is incorporated by this reference as if set forth fully at this point.

**Section 7. Exemption from California Environmental Quality Act.** The City finds that the amendments to the Municipal Code, made pursuant to this Ordinance, are exempt from the California Environmental Quality Act ("CEQA") because the amendments are an action by a regulatory agency as authorized by state law, local ordinance or resolution for the protection of natural resources (i.e., water) under State CEQA Guidelines Section 15307 and the environment under State CEQA Guidelines Section 15308. The amendments will protect natural resources and the environment through the implementation of discharge procedures, water runoff controls, monitoring and reporting requirements, and enforcement provisions. Through these provisions, and others implemented by the amendments, the City will assure the maintenance, restoration, enhancement or protection of a natural resource and the environment. The City has also determined that the exceptions provided in State CEQA Guidelines Sections 15300.2 do not apply because the amendments' enforcement and inspection provisions, among other restrictive provisions, will protect the environment and do not otherwise involve unusual circumstances or cumulative effects. The City Clerk shall be the custodian of record for the documentation supporting this action. Staff is hereby directed to file a Notice of Exemption with the Yolo County Clerk's Office within five (5) working days.

**Section 8. Severability.** If any section, sub-section, subdivision, paragraph, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, sub-section, subdivision, paragraph, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more sections, sub-sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

**Section 9. 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 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, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Tom Stallard, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

---

Kara K. Ueda, City Attorney

## **Exhibit A**

### Woodland Municipal Code chapter 23D Urban Stormwater Quality Management and Discharge Control

## **CHAPTER 23D. URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL**

### **Article 1. General.**

#### **Sec. 23D-1-10. Title.**

This chapter shall be known as the “Stormwater Quality Control Ordinance,” and may be cited as such, and is referred to herein as “this chapter.”

#### **Sec. 23D-1-20. Purpose and intent.**

This chapter documents the City’s legal authority to implement the requirements of Section 402(p)(3) of the Clean Water Act, 33 U.S.C. section 1342, and the Porter-Cologne Water Quality Control Act, Water Code section 13000, et seq., as embodied in the City’s current NPDES permit.

#### **Sec. 23D-1-30. Conflicts with other laws.**

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the regulations implementing the NPDES, the Porter-Cologne Water Quality Control Act, and any permit or order issued pursuant to such laws.

#### **Sec. 23D-1-40. Best management practices.**

“Best management practices” (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or the MS4. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

#### **Sec. 23D-1-50. CASQA.**

“CASQA” means the California Stormwater Quality Association.

#### **Sec. 23D-1-60. City.**

“City” has the meaning set forth in section 1-2-1 of this Code.

#### **Sec. 23D-1-70. City Engineer.**

“City Engineer” has the meaning set forth in section 20-1-9 of this Code.

#### **Sec. 23D-1-80. Clean Water Act.**

“Clean Water Act” means the federal Water Pollution Control Act of 1972, codified at Chapter 26 of Title 33 of the United States Code.

#### **Sec. 23D-1-90. Construction activity.**

“Construction activity” means any soil disturbing activity that requires a building or grading permit from the City, including, but not limited to, demolition, clearing, grading, paving, stockpiling, and excavating.

#### **Sec. 23D-1-100. Construction General Permit.**

“Construction General Permit” means the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the State Board, NPDES No. CAS000002, as it currently exists or may be amended and reissued from time to time. The Construction General Permit covers, in part, construction activity that results in a land disturbance of equal to or greater than



one acre. The Construction General Permit is available from the State Board and may be reviewed on the internet at: [http://www.swrcb.ca.gov/water\\_issues/programs/stormwater/construction.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml).

**Sec. 23D-1-110. Construction site.**

“Construction site” means the premises where any project that involves any construction activity is located, including projects requiring coverage under the Construction General Permit.

**Sec. 23D-1-120. Development.**

“Development” means any land disturbing activity that falls under the City’s planning or permitting authority, including any construction activity, construction or installation of a building or structure, creation of impervious surfaces, or land subdivision. Development does not include trenching, excavation and resurfacing associated with linear underground/overhead projects; pavement grinding and resurfacing of existing roadways; construction of new sidewalks, pedestrian ramps, or bike lanes on existing roadways; or routine replacement of damaged pavement such as pothole repair or replacement of short, non-contiguous sections of roadway.

**Sec. 23D-1-130. Director.**

“Director” means the City Public Works Director, or designee of the Public Works Director or City Manager.

**Sec. 23D-1-140. Discharge.**

“Discharge” means the release or deposit of any fluid, liquid, solid, flowing substance, or any other material.

**Sec. 23D-1-150. EPA.**

“EPA” means the United States Environmental Protection Agency.

**Sec. 23D-1-160. Hazardous substance.**

“Hazardous substance” has that meaning set forth in Section 13050 of the California Water Code.

**Sec. 23D-1-170. Illicit connection.**

“Illicit connection” means a pipe, drain, open channel, or other conveyance facility, or device, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4 regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency. Illicit connections are further specified in section 23D-2-20 of this chapter.

**Sec. 23D-1-180. Illicit discharge.**

“Illicit discharge” means any discharge that is either: (1) a non-stormwater discharge that violates an NPDES permit, or (2) any discharge that causes or contributes or threatens to cause or contribute to a violation of any plan standard. Illicit discharges are further specified in section 23D-2-10 of this chapter.

**Sec. 23D-1-190. Incidental runoff.**

“Incidental runoff” means an unintended, unanticipated, and infrequent amount (volume) of water discharge from landscape irrigation, such as unintended, minimal over-spray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility design, if it is due to excessive application, or if it is due to intentional or grossly negligent overflow or application.

**Sec. 23D-1-200. Industrial or commercial facility.**

“Industrial or commercial facility” has the meaning set forth for “industrial activity” in Section 122.26(b)(14)(i)-(xi) of Title 40 of the Code of Federal Regulations.

**Sec. 23D-1-210. Larger common plan of development or sale.**

“Larger common plan of development or sale” means a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

**Sec. 23D-1-220. Linear underground/overhead projects.**

“Linear underground/overhead projects” include, but are not limited to, any conveyance, pipe, or pipeline for the transportation of any gaseous, liquid (including water and wastewater for domestic municipal services), liquescent, or slurry substance; any cable line or wire for the transmission of electrical energy; any cable line or wire for communications (e.g., telephone, internet, radio, or television messages); and associated ancillary facilities.

**Sec. 23D-1-230. MS4.**

“MS4” or “municipal separate storm sewer system” means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains, that discharges into waters of the United States and which is owned or operated by the City and designed or used for collecting or conveying stormwater.

**Sec. 23D-1-240. NPDES.**

“NPDES” means the National Pollutant Discharge Elimination System under the Clean Water Act.

**Sec. 23D-1-250. National Pollutant Discharge Elimination System permit.**

“National Pollutant Discharge Elimination System permit” or “NPDES permit” means a permit issued by the EPA, State Board, or Regional Board that authorizes discharges to waters of the United States and requires the reduction of pollutants in the discharge. The City’s NPDES permit is the State Board’s Water Quality Order No. 2013-0001-DWQ, NPDES General Permit No. CAS000004, as it currently exists or may be amended and reissued from time to time.

**Sec. 23D-1-260. Non-stormwater discharge.**

“Non-stormwater discharge” means any discharge to the MS4 or to a watercourse, that is not entirely composed of stormwater.

**Sec. 23D-1-270. Person.**

“Person” has the meaning set forth in section 1-2-20 of this Code.

**Sec. 23D-1-280. Plan standard.**

“Plan standard” means any or all applicable requirements of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, adopted by the Regional Board, and all subsequent amendments.

**Sec. 23D-1-290. Pollutant.**

“Pollutant” means any “pollutant” defined in section 502(6) of the Clean Water Act or incorporated into the California Water Code section 13373. Pollutants may include, but are not limited to the following:

- (a) Residential, commercial and industrial waste (such as trash, litter, fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge),
- (b) Metals such as cadmium, lead, zinc, silver, nickel, chromium, copper and non-metals such as phosphorous and arsenic,
- (c) Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease),
- (d) Excessive eroded soil, sediment, and particulate materials in amounts that may adversely affect the beneficial use of the receiving waters, flora or fauna of the state,
- (e) Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities), and
- (f) Substances having characteristics such as pH less than 6 or greater than 9, or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

**Sec. 23D-1-300. Porter-Cologne Water Quality Control Act.**

“Porter-Cologne Water Quality Control Act” means that act codified at Chapter 1 of Division 7 of the California Water Code.

**Sec. 23D-1-310. Premises.**

“Premises” mean any building, lot, parcel, land or portion of land whether improved or unimproved.

**Sec. 23D-1-320. Receiving waters.**

“Receiving waters” mean surface water that receives regulated and unregulated discharges from activities on land, including, but not limited to, creeks, streams, rivers, lakes, estuaries, groundwater formations, or other bodies of water into which surface water, treated waste, or untreated waste are discharged.

**Sec. 23D-1-330. Regional Board.**

“Regional Board” means the Central Valley Regional Water Quality Control Board.

**Sec. 23D-1-340. Runoff.**

“Runoff” means water and substances carried in it that drains from the surface of an area of land, premises, a building or structure.

**Sec. 23D-1-350. State Board.**

“State Board” means the State Water Resources Control Board.

**Sec. 23D-1-360. Storm water and stormwater.**

“Storm water” and “stormwater” mean surface runoff and drainage associated with storm events, which is free of pollutants.

**Sec. 23D-1-370. Stormwater pollution prevention plan or “SWPPP”.**

“Stormwater pollution prevention plan” or “SWPPP” means a document which describes the best management practices to be implemented by the owner or operator of a premises, business, or construction site to eliminate illicit discharges and/or reduce to the maximum extent practicable pollutant discharges to the MS4.

**Sec. 23D-1-380. Structural control measures.**

“Structural control measures” means any structural facility designed and constructed to mitigate the adverse impacts of stormwater and runoff.

**Sec. 23D-1-390. Watercourse.**

“Watercourse” means any natural stream, whether flowing continuously or not, that is fed from permanent or natural sources, and includes, without limitation rivers, creeks, runs, and rivulets.

**Sec. 23D-1-400. Waters of the United States.**

“Waters of the United States” has the same meaning as that term is defined in 40 C.F.R. § 122.2.

## **Article 2. Prohibitions.**

### **Sec. 23D-2-10. Discharge prohibitions.**

(a) No person shall:

- (1) Cause, allow or facilitate any non-stormwater discharge directly or indirectly into the MS4 except in compliance with the requirements of this chapter and in compliance with any separate individual or general NPDES permit;
- (2) Cause, allow or facilitate any illicit discharge;
- (3) Discharge any material directly or indirectly into the MS4 within the City's jurisdiction that may cause, or threaten to cause a condition of pollution, contamination, or nuisance within the meaning of California Water Code section 13050 or that may cause or contribute to a violation of the City's NPDES permit, the Clean Water Act or the Porter-Cologne Water Quality Control Act; or
- (4) Discharge any material into the MS4 that is not stormwater and that is not incidental runoff.

(b) The following discharges shall be conditionally exempt from the prohibited discharges under section 23D-2-10(a), unless the Director determines that the discharge is otherwise prohibited under the requirements of section 23D-2-10(c):

- (1) Water line flushing;
- (2) Individual residential car washing;
- (3) Diverted streamflows;
- (4) Rising groundwater, where groundwater seepage is not otherwise regulated by a separate NPDES permit;
- (5) Uncontaminated groundwater infiltration to the MS4;
- (6) Uncontaminated pumped groundwater, provided such discharges are compliant with all applicable permit requirements, including enrollment in any applicable NPDES permit or waste discharge requirement;
- (7) Discharges from potable water sources;
- (8) Gravity flow from foundation drains, footing drains and crawl space pumps, when groundwater seepage is not otherwise regulated by a separate NPDES permit or waste discharge requirements, provided such discharges are compliant with all applicable permit requirements;
- (9) Air conditioning condensation, when not otherwise regulated by a separate NPDES permit;
- (10) Natural springs;
- (11) Flows from riparian habitats and wetlands;
- (12) Discharges of dechlorinated water from swimming pools and spas, when not otherwise regulated by a separate NPDES permit;
- (13) Incidental runoff from landscaped areas as defined in section 23D-1-190;
- (14) Discharges composed entirely of stormwater;
- (15) Discharges subject to regulation under current EPA, State Board, or Regional Board issued NPDES permits, or other waivers, permits or approvals granted by an appropriate government agency; and

- (16) Discharges from emergency firefighting activities, unless identified as a significant source of pollutants to waters of the United States.
- (c) Notwithstanding the conditional exemptions provided in section 23D-2-10(b), if the Director, independently or at the direction of the Regional Board, determines that a conditionally exempt discharge is a significant source of pollutants, threatens water quality standards, causes or significantly contributes to a violation of any receiving water limitation, results in the conveyance of significant quantities of pollutants to surface waters, or is otherwise a danger to public health or safety, the Director may determine that the discharge is a violation of this section, prohibit such discharge, and take any enforcement option available under this chapter.

**Sec. 23D-2-20. Prohibited connections.**

- (a) No person shall:
  - (1) Construct, maintain, operate or utilize any illicit connection to the MS4.
  - (2) Act, cause, permit or suffer any agent, employee, or independent contractor, to construct, maintain, operate or utilize any illicit connection.
- (b) This prohibition includes connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of the connection.

### **Article 3. Best management practices.**

#### **Sec. 23D-3-10. Best management practices required.**

Each person responsible for any premises, site, activity, operation, or facility that may discharge any pollutant to the MS4 shall implement those BMPs approved or required by the Director in accordance with this chapter, or with any local, state, or federal law, rule, regulation, or permit.

#### **Sec. 23D-3-20. Incidental runoff.**

- (a) Every person responsible for any premises within the City shall control discharges from the premises in excess of incidental runoff by taking the following actions:
  - (1) Promptly detect and correct leaks, no later than 72 hours after learning of the leak;
  - (2) Properly design and aim sprinkler heads;
  - (3) Cease watering during precipitation events;
  - (4) Properly manage ponds containing recycled water such that no discharge occurs in violation of any applicable permit, state or local law or regulation; and
  - (5) Take any action necessary to prevent the discharge of non-stormwater to the MS4 or to the waters of the state or United States.

#### **Sec. 23D-3-30. Notification of discharge.**

- (a) Notwithstanding any other requirement of law, the person in charge of a premises or responsible for a premises' emergency response must take all necessary steps to ensure the discovery, containment and cleanup of such release and immediately report any known or suspected release of materials, pollutants, or waste, which may result in pollutants or non-stormwater discharges entering stormwater, the MS4, or waters of the state or United States, in the following manner:
  - (1) The release of a hazardous substance shall be immediately reported to emergency services by emergency dispatch services (911).
  - (2) The release of a non-hazardous substance shall be reported as follows:
    - (A) To the Director at 661-5962 if the release occurs during regular business hours.
    - (B) To County Communications at 666-8920 if the release occurs after regular business hours on a weekday, or on a weekend or holiday.
    - (C) If the discharge has been contained and cleaned, to the Director in person, by telephone, or in writing no later than 4:00 p.m. on the next business day. Notifications in person or by telephone shall be confirmed by written notice mailed to the City's Public Works Department within three business days of the in person or telephone notice.
  - (3) If the discharge is from an industrial or commercial facility, the owner or operator of such facility shall retain written records of the discharge and the actions taken to prevent a recurrence onsite. Such records shall be retained at the industrial or commercial facility for at least three (3) years.
- (b) In addition to the above requirements, release of any hazardous substances, sewage, oil, or petroleum to any waters of the state, or discharged or deposited where it is or probably will be discharged in or on any waters of the state, shall be reported to the State Office of Emergency Services, as required by sections 13271 and 13272 of the California Water Code.

**Sec. 23D-3-40. Watercourse protection.**

- (a) Every person responsible for any premises through which a watercourse passes, shall keep and maintain that part of the bed, bank, and channel of the watercourse within the premises free of pollutants. The responsible person for any such premises shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor perform vegetation management in such a manner as to increase the vulnerability of the watercourse to erosion.
- (b) The person responsible for any premises through which a watercourse passes must maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. Maintenance must be conducted in a manner that does not adversely impact waterway species.
- (c) To the extent that this chapter imposes prohibitions or requirements regarding non-stormwater discharges to the MS4, those same prohibitions and requirements are imposed on non-stormwater discharges to watercourses.
- (d) The person responsible for any premises through which a watercourse passes must comply with all laws, rules, and regulations of State, and Federal agencies that may have jurisdiction over the watercourse.

**Sec. 23D-3-50. Waste disposal.**

- (a) Except when deposited in lawfully established dumping areas, no person shall throw, deposit, wash, blow, leave, maintain, keep or permit to be thrown, deposited, washed, blown, placed, left or maintained any refuse, rubbish, garbage or other discarded or abandoned objects, articles and accumulations, including, but not limited to dirt, green waste and animal waste, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit, or other drainage structures, at any business place or upon any public or private lot of land in the City, so that the same may cause or contribute to pollution or an illicit discharge or cause or contribute to a violation of the requirements of any applicable water quality control plan.
- (b) Each person with maintenance responsibilities over any paved surface must maintain said surface free of dirt and litter. Dirt and litter from a paved surface shall not be swept, washed, blown, or otherwise made or allowed to go into the gutter or roadway, but shall be disposed of in receptacles maintained on such premises as required for garbage disposal.
- (c) Each person with responsibility for a premises, whether improved or unimproved, shall maintain the premises to prevent soil and other debris from being washed or tracked off the premises.
- (d) Each person responsible for a pet shall promptly pick up animal waste deposited in public areas and properly dispose of it in a trash receptacle.



## **Article 4. Construction, industrial, commercial, and development activities.**

### **Sec. 23D-4-10. Construction activities.**

- (a) Plan review. The applicant for any development permit and the owner of any premises which is the subject of such an application must comply with the terms, conditions, and requirements imposed by the City to ensure compliance with this chapter and any applicable permit. Such terms, conditions, and requirements may include, but are not limited to, actions and practices consistent with the current version of CASQA's Construction Best Management Practice Manual or its equivalent, and requirements for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures and illicit discharges. If the project will be approved without application for a grading permit or building permit, the owner of any premises subject to a discretionary land use approval or subdivision map must comply with all terms, conditions and requirements imposed by the City to ensure compliance with this chapter or any applicable permit.
- (b) Compliance with Construction General Permit. Every development project that disturbs one acre or more of soil or disturbs less than one acre but is part of a larger common plan of development or sale of one or more acres of disturbed surface land is subject to the Construction General Permit and shall comply with all provisions of such permit. Proof of compliance with the Construction General Permit satisfactory to the City Engineer must be submitted prior to issuance of a grading or building permit.
- (c) Erosion and sediment control plan. The person who possesses the title of the real property or the leasehold interest of the premises on which a construction activity will occur within the City shall prepare and submit, or cause to be prepared and submitted, an erosion and sediment control plan prior to and as a condition of the issuance of a grading or building permit. The erosion and sediment control plan shall contain, at a minimum, appropriate site-specific construction site BMPs, the rationale used for selecting or rejecting BMPs, a quantification of expected soil loss where necessary, a list of applicable permits directly associated with applicable grading activity, and evidence that those permits have been obtained. No construction activity shall commence before the City Engineer issues written approval of the erosion and sediment control plan. A SWPPP developed pursuant to the Construction General Permit may substitute for the erosion and sediment control plan for projects where a SWPPP is developed. In such cases, the SWPPP must comply with this chapter and must be submitted to the City for review and approval.
- (d) Permit coverage. Prior to and as a condition of receiving a grading or building permit, the person who possesses the title of the real property or the leasehold interest of the premises on which a construction activity will occur within the City, shall demonstrate existing coverage under applicable permits, including, but not limited to, the State Board's Construction General Permit, State Board 401 Water Quality Certification, United States Army Corp 404 permit, and California Department of Fish and Wildlife 1600 agreement. The City may require documentation demonstrating coverage by and compliance with any applicable permit, including copies of any notice of intent, SWPPPs, inspection reports, monitoring results, and other information deemed necessary to assess compliance with this chapter or any permit.
- (e) BMPs. The City Engineer may require, as a condition of issuing a grading or building permit, the implementation of BMPs to ensure that the discharge of pollutants from a construction site will be effectively prohibited and will not cause or contribute to a condition of pollution or to an exceedance of water quality standards. The person who possesses the title of the real property or the leasehold interest of the premises on which a construction activity will occur within the City shall implement such BMPs approved by the City Engineer to ensure that discharges of pollutants are effectively prohibited and will not cause or contribute to an exceedance of water quality standards. All construction and grading activities shall comply with applicable laws, including all applicable City ordinances and the City's NPDES permit regulating discharges into and from the MS4.

- (f) Cost recovery. The applicant for a development project subject to the requirements of this chapter shall pay all costs and expenses incurred by the City in the review of project plans and inspection of construction sites for compliance with this chapter in accordance with the latest Master Fee Schedule adopted by the City Council.

**Sec. 23D-4-20. Industrial and commercial facilities.**

- (a) No person shall operate or cause to be operated any industrial or commercial facility without first obtaining and complying with any required NPDES permit or waste discharge requirements. The City may require documentation demonstrating coverage by and compliance with any applicable permit, including copies of any notice of intent, SWPPPs, inspection reports, monitoring results, and other information deemed necessary to assess compliance with this chapter or any permit.
- (b) On receipt of written notice from the City, the owner or operator of any industrial or commercial facility or source of stormwater shall select, install, and after approval from the Director or City Engineer, implement and maintain BMPs consistent with the CASQA Industrial/Commercial BMP Handbook or its equivalent. BMPs must be designed to implement the requirements of this chapter and any applicable permit.
- (c) The Director or City Engineer may require the person responsible for any industrial or commercial facility to enter into an agreement for the operation, maintenance and annual reporting of any structural control measures and treatment systems and to record such agreement with the County Recorder's office. The signature of the owner of the real property shall be sufficient for the recording of these terms, conditions and requirements and a signature on behalf of the City shall not be required for recordation.

**Sec. 23D-4-30. Development activities.**

- (a) All development projects must be planned, designed and constructed consistent with the post-construction standards in the City's NPDES permit and in accordance with the post-construction stormwater management requirements adopted by Council resolution. The post-construction standards and requirements include, but are not limited to, the use of source control, low impact development, and hydromodification measures, as applicable.
- (b) As a condition of approval of any development project, the owner of the real property that is the subject of the development project must provide a written document, deed, agreement or similar writing acceptable to the Director or City Engineer, obligating the project proponent, their successors in control of the project and successors in fee title to the underlying real property (or premises), to assume responsibility for the operation, maintenance and annual reporting of all structural control measures, installed treatment systems and hydromodification controls, if any, for the project.
- (c) The owner or operator of any installed structural control measures, treatment system or hydromodification control shall provide the Director with information and physical access necessary to assess compliance with this chapter, with the City's NPDES permit, and with any writing establishing operation and maintenance responsibilities and shall pay the City an annual fee for inspection and maintenance services in accordance with the latest Master Fee Schedule adopted by the City Council.

**Article 5. Right to enter, sample, investigate, review records and collect information.**

**Sec. 23D-5-10. Right to sample, investigate, review records and collect information.**

- (a) Right to enter and inspect. Whenever necessary to make an inspection to enforce any provision of this chapter, or whenever the Director, or representative of the Director, has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this chapter, the Director may enter such premises at all reasonable times to inspect the same and to inspect and copy records related to stormwater compliance. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.
- (b) Sampling authority. The Director may inspect, sample and test any facilities, equipment, practices, or operations, area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any contained contents) and/or treatment system discharge for the purpose of determining the potential for the discharge of pollutants to the MS4. The Director may investigate the integrity of all storm drain and sanitary sewer systems, any connection or other pipelines on the private property using appropriate tests, including, but not limited to, smoke and dye tests or video surveys. The Director may take photographs or videotapes, make measurements or drawings and create any other record reasonably necessary to document conditions on the premises.
- (c) Records review. The Director may inspect records of the owner or person in charge of the day-to-day activities of private property relating to chemicals or processes presently or previously occurring on-site, including, but not limited to material and/or chemical inventories, facilities maps or schematics and diagrams, material safety data sheets, hazardous waste manifests, business plans, pollution prevention plans, state general permits, SWPPPs, monitoring program plans and any other record(s) relating to illicit connections, illicit discharges, a connection or any other source of discharge or potential discharge of pollutants to the MS4. Such records must be kept on-site and remain available for inspection. Failure to keep records on site and available for inspection shall constitute a violation of this chapter.
- (d) Monitoring, analysis and reporting authority. The Director or City Engineer may erect and maintain or require any person discharging to the MS4 to erect and maintain monitoring devices for the purpose of measuring any discharge or potential source of discharge to the MS4. Upon service of written notice by the Director or City Engineer, the burden, including cost, of these activities, analyses and reports, incurred in complying with the requirement shall, to the extent permitted by law, be borne by the premises owner, occupant or operator of the facility, activity, or premises for which testing and monitoring has been requested.
- (e) Cost recovery. If an inspection pursuant to this section results in an enforcement action, the City may recover costs in accordance with the provisions of article 7 of this chapter.

**Article 6. Ultimate responsibility of discharger.**

**Sec. 23D-6-10. Ultimate responsibility of discharger.**

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore, this chapter does not intend nor imply that compliance by any person will ensure that there will be protection from liability including civil penalties or that there will be no contamination, pollution nor unauthorized discharge of pollutants into waters of the United States caused by said person. This chapter shall not create liability on the part of the City, or any agent or employee thereof for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made thereunder.

## **Article 7. Enforcement.**

### **Sec. 23D-7-10. Enforcement authority.**

- (a) The Director is authorized to implement, administer, and enforce the provisions of this chapter, which authorization includes but is not limited to the authority to require any business or person to adopt and implement a SWPPP, as may be reasonably necessary to fulfill the purposes of this chapter.
- (b) Best management practices. The Director may establish and require any best management practices reasonably necessary to fulfill the purposes of this chapter for any premises within the City.

### **Sec. 23D-7-20. Administrative remedies.**

- (a) Notice of Violation. The Director may deliver to the owner or occupant of any premises, or to any person responsible for an illicit connection or illicit discharge a Notice of Violation. The Notice of Violation shall:
  - (1) Identify the provision(s) of this chapter or the applicable permit which has been violated;
  - (2) State that continued noncompliance may result in additional enforcement actions against the owner, occupant and/or person; and
  - (3) State a compliance date that must be met by the owner, occupant and/or person; provided, however, that the Director may extend the compliance deadline where good cause exists for the extension and an extension will not pose a threat to the environment or to the public health, safety or welfare. Uncontrolled sources of pollutants shall be abated immediately and in no case longer than thirty (30) days.
- (b) Cease and Desist Order. The Director may issue a Cease and Desist Order directing the owner or occupant, or other person in charge of day-to-day operations of any public or private property and/or any other person responsible for a violation of this chapter to immediately or by a specified day or time:
  - (1) Immediately discontinue any illicit connection, or illicit discharge to the MS4;
  - (2) Immediately contain or divert any flow of non-storm water off the property, where the flow is occurring in violation of any provision of this chapter;
  - (3) Immediately discontinue any other violation of this chapter;
  - (4) Clean up the area affected by the violation;
  - (5) Implement BMPs and take other actions necessary to comply with the requirements of this chapter.
- (c) Compliance Order. Separate from, in addition to, or in combination with a Notice of Violation or Cease and Desist Order, the Director may issue a Compliance Order to the owner and/or occupant of any public or private property and/or any other person responsible for a violation of this chapter. Issuance of a Notice of Violation or Cease and Desist Order is not a prerequisite to the issuance of an Compliance Order.
- (d) Monetary penalty. In addition to collection of any and all other costs and expenses incurred by the City in enforcing this chapter, the Director may issue a fine up to the amount authorized in Government Code section 36901 per violation to any person who or entity that violates any provision of this chapter, and each person or entity receiving a fine pursuant to this chapter shall be required to pay to the City, any fine issued for such violation.
- (e) Delivery of notice. Notice of any administrative enforcement action or any other notice required to be delivered by this chapter may be delivered and delivery deemed complete as follows:

- (1) Delivery shall be deemed complete upon personal service to the recipient, deposit in the U.S. mail, postage pre-paid for first class delivery, facsimile service with confirmation of receipt, or by any other means permitted by law.
  - (2) Where the recipient of notice is the owner of the property, the address for notice shall be the address from the most recently issued equalized assessment roll for the property or as otherwise appears in the current records of the City.
  - (3) Where the owner or occupant of any property cannot be located after the reasonable efforts of the Director, a Notice of Violation or Cease and Desist Order shall be deemed delivered after posting on the property for a period of five (5) business days.
- (f) Administrative remedy final. Unless timely appealed in accordance with section 23D-7-50 of this chapter, an administrative enforcement action shall be effective and final as of the date it is delivered.

**Sec. 23D-7-30. Civil remedies.**

- (a) Nuisance. Any violation of the prohibitions of this chapter, including, but not limited to, the maintenance or use of any illicit connection or the occurrence of any illicit discharge shall constitute a threat to the public health, safety and welfare, and is declared and deemed a nuisance pursuant to Government Code section 38771. Any such nuisance may be abated and/or restored by the Director pursuant to chapter 14A of this code.
- (1) Emergency abatement. The Director may order the abatement of any discharge from any source when, in the opinion of the Director, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment. Any such emergency abatement shall be performed in accordance with the provisions of Section 14A-3-4.
  - (2) Reimbursement of costs. All costs incurred by the City in responding to any nuisance, all administrative expenses and all other expenses recoverable under State law, shall be recoverable from the person(s) creating, causing, committing, permitting or maintaining the nuisance in accordance with chapter 14A.
- (b) Injunction. At the request of City Manager, the City Attorney may cause the filing in a court of competent jurisdiction, a civil action seeking an injunction against any threatened or continuing noncompliance with the provisions of this chapter. Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the City of all costs incurred in enforcing this chapter, including costs of inspection, investigation and monitoring, the costs of abatement undertaken at the expense of the City, costs relating to restoration of the environment and all other expenses as authorized by law.
- (c) Damages. The City Manager may cause the City Attorney to file an action for civil damages in a court of competent jurisdiction seeking recovery of (i) all costs incurred in enforcement of this chapter, including, but not limited to, costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses as authorized by law, and consequential damages, (ii) all costs incurred in mitigating harm to the environment or reducing the threat to human health, and (iii) damages for irreparable harm to the environment.

**Sec. 23D-7-40. Criminal remedies.**

A violation of this chapter shall either be a misdemeanor or an infraction at the discretion of the prosecuting attorney. This section does not prohibit the City from abating violations of this chapter by any administrative, civil or other non-criminal means. In such cases, a violation of this article may be considered the civil or administrative equivalent of an infraction or misdemeanor as applicable.

### **Sec. 23D-7-50. Appeal.**

- (a) Written appeal. Any person subject to an administrative enforcement action, who is required to perform monitoring, analyses, reporting and/or corrective activities by the Director, or who is otherwise aggrieved by any decision of the Director, may appeal the decision by filing a written appeal with the City Clerk within twenty (20) calendar days of the date of the determination. The written appeal must state the specific reasons for the appeal and assert the grounds upon which relief is requested. If an appeal is not filed within the time, or in the manner prescribed above, the right to review of the action against which the complaint is made shall be deemed to have been waived.
- (b) Appeal fee. The City Council shall by resolution from time to time establish a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.
- (c) Appeal hearing.
  - (1) After the filing of an appeal within the time and in the manner prescribed herein, the City Council shall conduct a hearing for the purpose of determining whether the appeal should be granted. Any appeal hearing shall be set no sooner than twenty (20) days following the filing of a request for an appeal hearing and no more than sixty (60) days from the date such request is filed. Written notice of the time, date and place of the hearing shall be served upon affected City staff and the appellant not later than ten (10) days preceding the date of the hearing.
  - (2) The City Council shall conduct a de novo review of the entire proceeding or proceedings relating to the act or decision being appealed and may make any order it deems just and equitable. Any hearing may be continued from time to time.
  - (3) At the conclusion of the hearing, the City Council shall prepare a written decision which either grants or denies the appeal, and contains findings of fact and conclusions. The written decision, including a copy thereof, shall be filed with the City Clerk. The City Clerk shall serve such decision to the appellant and the Director. The decision of the City Council shall become final upon the date of filing and service with respect to the any appeal.

### **Sec. 23D-7-60. Payment of fees and penalties – Costs and expenses of enforcement.**

- (a) The City shall be entitled to recover its costs related to enforcing compliance with this chapter, in addition to any applicable fines or penalties. Unless otherwise specified in this code, a responsible person upon whom a fee and/or fine is imposed pursuant to this code shall make payment to the City within 30 days after written notice from the City. If a person fails to make payment to the City of any amount owed in accordance with this section, within 30 days after written notice from the City, the City may collect the amount owed in any one or more of the following ways:
  - (1) Referring the matter to a collection agency;
  - (2) Initiating a civil action to collect the debt;
  - (3) Making the debt a lien or special assessment against the property in accordance with the process set forth in subsection (b), where the violation involved real property;
  - (4) Any other manner provided by law for the collection of debts.
- (b) Lien or Special Assessment Procedure.
  - (1) If a responsible person is an owner of real property, the amount owed by the responsible person under this section may constitute a lien or special assessment against the real property on which the violation occurred. (Government Code §§ 38773.1(a), 38773.2, 38773.5, 54988.)

- (2) Before recording or collecting any such lien or special assessment, the Director shall follow the procedures set forth in Government Code sections 38773.1, 38773.2, 38773.5, and 54988 for the imposition and collection of liens and special assessments.

**Sec. 23D-7-70. Compensatory action.**

In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the Director may identify and require alternative compensatory actions for a violator, including, but not limited to, storm drain stenciling, attendance at compliance workshops and/or storm channel cleanup.

**Sec. 23D-7-80. Concealment and abetting.**

Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this chapter.

**Sec. 23D-7-90. Remedies cumulative.**

The remedies provided in this chapter are cumulative and are in addition to all other remedies provided by law. The enumeration of remedies in this chapter does not preclude the application of any other remedies not specifically enumerated.

**Sec. 23D-7-100. Consecutive violations.**

Each day on which a violation occurs and each separate failure to comply with either a separate provision of this chapter, an administrative enforcement order, or a permit issued pursuant to this chapter shall constitute a separate violation of this chapter punishable by fines or sentences issued in accordance herewith.

**Sec. 23D-7-110. Judicial review.**

The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any act taken pursuant to this chapter. Parties seeking judicial review of any action taken pursuant to this chapter shall file such action within ninety (90) days of the occurrence of the event for which review is sought.



## Legislation Text

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**File #: 14-714, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Approve Contract with Laugenour and Mickle for 2016 Water Main Replacement Project, CIP 15-22**

Recommendation for Action: Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, to (1) authorize the City Manager to execute the consultant services agreement with Laugenour and Mickle (L&M) for the 2016 Water Main Replacement Project, CIP 15-22, for an amount not to exceed \$100,500; and (2) approve the reallocation of \$150,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 to the 2016 Annual Water Main Replacement Project, CIP 15-22 to provide for the design budget.

**Staff Contact**

Tim Busch, Principal Utilities Civil Engineer, 530-661-5963, tim.busch@cityofwoodland.org

**Fiscal Impact**

The funding for CIP # 09-23, Water System Leak Detection Maintenance and Repair is included in the Capital Budget approved by City Council on June 17, 2014. The funding source is the Water Enterprise Fund. As individual projects are identified, funds are transferred to the individual project CIP number in order to track the costs for design and construction of the individual projects. The CIP #15-22 is identified for the 2016 Water Main Replacement Project. The budget includes funding for the annual program of the replacement of aging water infrastructure. The CIP # 09-23 has a budget of \$2,690,000 in FY 14/15.

There is no impact to the General Fund.

**Background**

City Engineering and Operations staff identified several locations in the City that have the greatest occurrence of water main and lateral breaks and leaks, and prioritized the areas for repair and replacement. The areas prioritized for replacement are streets with two-inch (2") cast iron water mains located behind sidewalks. The majority of these water mains were constructed between 1917 and 1954 and are in need of replacement. The 2" water mains have been experiencing an increasing number of breaks in recent years. The City has approximately 130,000 lineal feet of streets with 2" diameter cast iron pipe that were installed prior to 1965. This is the first phase of a multi-year project which will annually identify locations for water and sewer repair and replacement.

## **Discussion**

Based on the prioritization, this project was designed to repair and replace water mains and laterals in two localized residential areas; along Buckeye St., Clover St., and part of West St.; and an area south of Lincoln Ave., east of West St., and north of Cross St. The streets are shown in red on the attached map. This is an area with two-inch (2") cast iron water mains located behind sidewalks. These mains are notorious for problems such as breaks and leaks. The project will construct new eight-inch (8") mains in the street and connect the residences with new polyethylene services. Approximately 11,000 lineal feet of water main will be replaced.

L&M was selected for the project through a quality based selection process and is on the City's on call list for engineering design firms. The engineering design contract with L&M includes the engineering design services required to prepare final plans and specifications, and bidding services. The design services generally include:

- Project Management which includes coordination with City Staff and other City consultants; and quality assurance and control.
- Conduct topographic survey and base mapping.
- Prepare public improvement plans for water main replacement, which includes 65%, 90%, and final design documents, construction cost estimating, and construction schedule.
- Assistance with the bidding process.

The intent is to complete the design by fall of 2015 to allow for construction to begin in early 2016 in order to complete the project ahead of the start-up of the Woodland-Davis Clean Water Agency water treatment plant in 2016; and also prior to a planned street paving project in the vicinity of the project.

## **Conclusion**

Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, to (1) authorize the City Manager to execute the consultant services agreement with Laugenour and Mickle (L&M) for the 2016 Water Main Replacement Project, CIP 15-22, for an amount not to exceed \$100,500; and (2) approve the reallocation of \$150,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 to the 2016 Annual Water Main Replacement Project, CIP 15-22 to provide for the design budget.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer  
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution  
Attachment B - Scope of work  
Attachment C - Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
APPROVING AN AGREEMENT WITH LAUGENOUR & MIEKLE FOR  
ENGINEERING CONSULTING SERVICES**

**WHEREAS**, the City of Woodland wishes to enter into an engineering consulting services agreement with Laugenour and Miekle. (L&M) for the 2016 Water Main Replacement Project, CIP 15-22 (“Agreement”); and

**WHEREAS**, the City Council wishes to approve a design contract in the amount of \$100,500; and

**WHEREAS**, L&M was selected through a quality based selection process; and

**WHEREAS**, L&M is experienced in the design and construction of water main replacement projects and

**WHEREAS**, L&M will complete the design including: project management, topographic survey, project plans and specifications, and bidding assistance.

**WHEREAS**, the City Council wishes to approve the reallocation of \$150,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 to 2016 Water and Sewer Repair and Replacement Project, CIP 15-22; 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. The City Council hereby authorizes the reallocation of \$150,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 to 2016 Water and Sewer Repair and Replacement Project, CIP 15-22.

Section 3. A copy of the Agreement is attached and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 5<sup>th</sup> day of May 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Tom Stallard, Mayor

ATTEST:

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Ana B. Gonzalez, City Clerk

April 14, 2015

Mr. Tim Busch  
City of Woodland  
Community Development Department  
300 First Street  
Woodland, California 95695  
E-mail: [Tim.Busch@cityofwoodland.org](mailto:Tim.Busch@cityofwoodland.org)

Re: **Proposal for CIP #09-23 - 2016 Water Main Replacement Project, Woodland, California**

Dear Mr. Busch:

Laugenour and Meikle is pleased to present this proposal for civil engineering and land surveying services for the above referenced project. A detailed description of the services to be provided is included in the attached Exhibit "A", Scope of Services & Compensation, which reflects the standard items of work required for this type of project.

If you have any questions or comments, please call.

Sincerely,

LAUGENOUR AND MEIKLE



Bryan P. Bonino, Principal, P.E., L.S.

Enclosure

## **EXHIBIT "A"**

### **SCOPE OF SERVICES & COMPENSATION**

#### **I. SCOPE OF SERVICES:**

##### **A. TOPOGRAPHIC SURVEY & BASE MAPPING:**

- Horizontal and vertical control, including boundary ties, per Agency Control Data.
- Have sites marked for USA utility locations.
- Topographic survey for 10,200± LF water line replacement design, including setting project control and benchmarks for sites as indicated on the City of Woodland Pipeline Water Pipe Replacement Draft Dated 03/31/2015 (Exhibit "C").
- Determine additional utility inverts for design (based on being able to physically determine inverts, does not include potholing).
- Create a topographic base map showing right-of-way lines and easements created from the record data and the topographic survey. This base map will be used in our analysis and design.
- Assumes no potholing will be required for design (allowance noted in Item D, if required).
- Supply Client with electronic file (AutoCAD).

##### **B. PUBLIC IMPROVEMENT PLANS FOR WATER MAIN RELOCATIONS:**

- Review Client requirements and City Standards.
- Prepare water line replacement plans per City Design and Construction Standards. Plans will only be prepared for the 10,200 LF indicated as first year priority in Water Pipe Replacement Draft Dated 03/31/2015 (Exhibit "C").
- Improvement plans for sewer lateral replacement based on City provided video data and recommendations.
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front-end contract documents by others.

##### **C. BIDDING & CONSTRUCTION ADMINISTRATION:**

- Bidding assistance including written clarification of plans and specifications, preparation of addendums, and attend pre-construction meeting.
- Review and comment on project submittals related to civil design.
- Conduct periodic site visits on an as-requested basis.
- Upon request of Client review proposed contract change orders and check compliance with the Contract Documents.

- Prepare as-constructed record plans and specifications (electronic and hard copy) based on Contractor's mark-ups (no field survey time).
- Construction administration estimate is for 48 hours of work for Senior Engineer.

**D. POTHOLING ALLOWANCE (ALTERNATE ITEM):**

- Potholing for existing utilities for new water line crossing.
- Allowance for two (2) full days of potholing.

**II. COMPENSATION:**

Our estimated costs for the components of this project are as follows:

|                                                                      |                           |
|----------------------------------------------------------------------|---------------------------|
| A. Topographic Survey and Base Mapping.....                          | \$ 25,500.00              |
| B. Public Improvement Plans for Water Line Replacement Sites.....    | \$ 56,800.00              |
| C. Bidding and Construction Administration (48 Hours Engineer) ..... | \$ 8,400.00               |
| <b>TOTAL: .....</b>                                                  | <b><u>\$90,700.00</u></b> |

**ALTERNATE ITEM:**

|                                                      |             |
|------------------------------------------------------|-------------|
| D. Potholing Allowance (If Required for Design)..... | \$ 9,800.00 |
|------------------------------------------------------|-------------|

These costs are based on our **prevailing wage rates** (see attached Exhibit "B"). This does not include any fees required by governmental agencies.

**III. EXCLUSION AND/OR RESPONSIBILITIES OF CLIENT OR OTHERS:**

1. Client agrees consultant will not perform on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project unless specifically provided for in another Agreement.
2. All work pertaining to environmental impact report mitigation monitoring, if required.
3. Client agrees to assume complete responsibility and liability for changes in design, construction quantities, project cost, etc., whenever Client uses unsigned or unapproved survey maps or construction drawings for bidding or construction purposes.
4. Any regulatory agency related fees for submitting, checking, filing, inspection, performance of services, etc. are the responsibility of the Client.
5. SWPPP preparation, implementation and monitoring.



## EXHIBIT "B"

### RATE SCHEDULE

| <u>PERSONNEL CLASSIFICATION</u> | <u>RATE PER HOUR</u> |
|---------------------------------|----------------------|
| Principal Engineer              | \$175.00             |
| Senior Engineer                 | \$165.00             |
| Associate Engineer              | \$145.00             |
| Senior Surveyor                 | \$150.00             |
| Surveyor                        | \$135.00             |
| Assistant Surveyor              | \$125.00             |
| Assistant Engineer              | \$125.00             |
| Junior Engineer                 | \$100.00             |
| Senior Engineering Technician   | \$100.00             |
| Engineering Technician          | \$ 75.00             |
| Survey Technician               | \$ 75.00             |
| Technician                      | \$ 55.00             |
| Clerical                        | \$ 55.00             |
| Survey Party, 1-Man*            | \$140.00             |
| Survey Party, 2-Man*            | \$255.00             |

#### EQUIPMENT CLASSIFICATION:

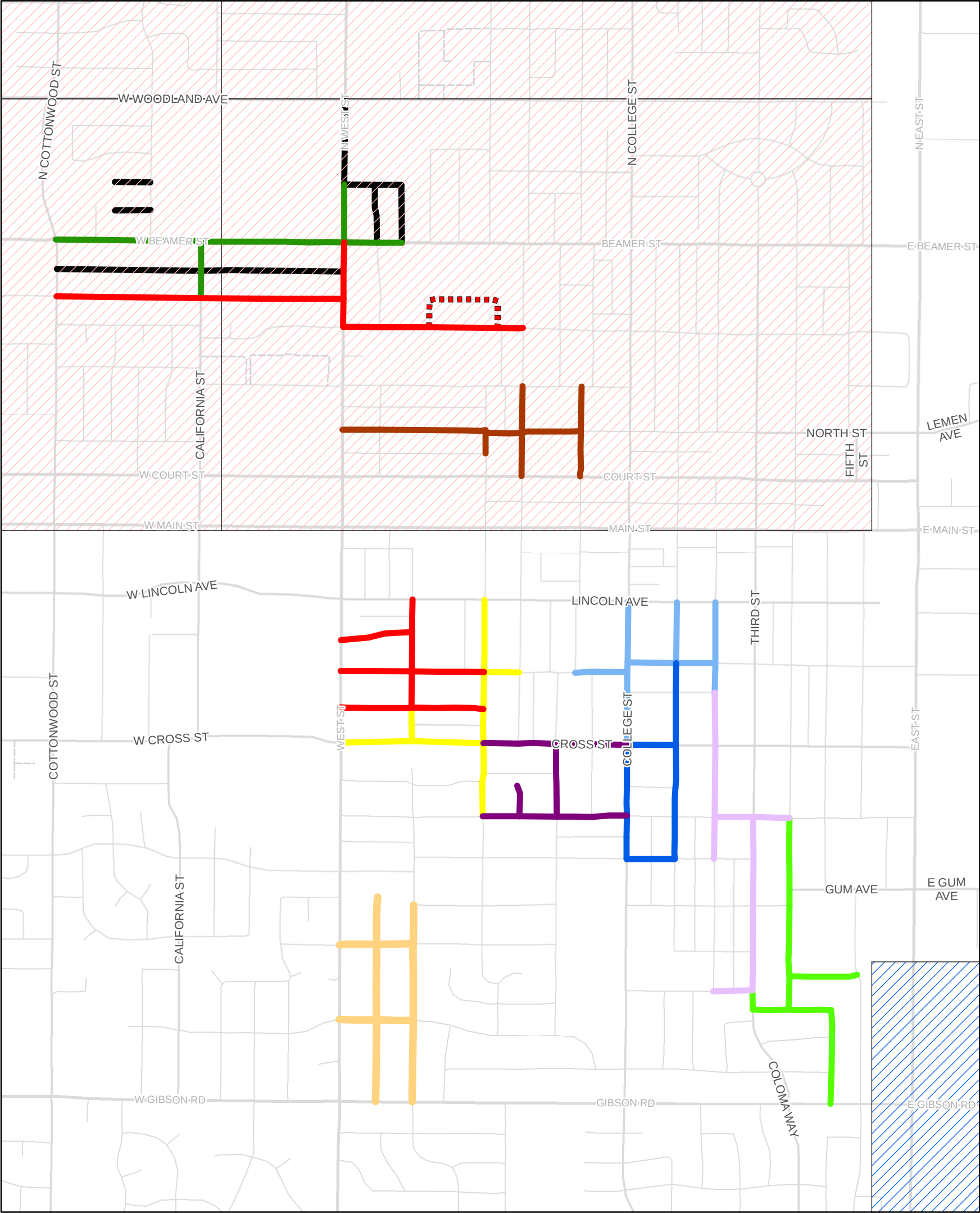
|                    |   |                           |
|--------------------|---|---------------------------|
| Field Materials    | — | Charged at cost, plus 10% |
| Reproduction Items | — | Charged at cost, plus 10% |

\* Public Works Prevailing Wage Rates

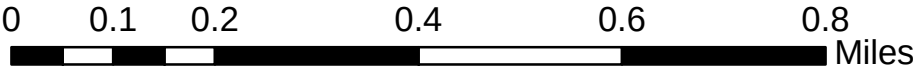
**EXHIBIT “D”**

**ESTIMATED SCHEDULE OF SERVICES  
FOR  
CITY OF WOODLAND  
CIP #09-23  
2016 WATER LINE REPLACEMENT PROJECT**

| DESCRIPTION OF SERVICES                                    | DURATION | START DATE                    |
|------------------------------------------------------------|----------|-------------------------------|
| Topographic Survey                                         | 5 WEEKS  | From Returned Signed Contract |
| Topographic Base Map                                       | 2 WEEKS  |                               |
| 65% Public Improvement Plans                               | 6 WEEKS  |                               |
| City Review                                                | 2 WEEKS  |                               |
| 90% Public Improvement Plans & Specifications              | 2 WEEKS  |                               |
| City Review                                                | 2 WEEKS  |                               |
| 100% Public Improvement Plans & Specifications for Bidding | 1 WEEK   |                               |



Legend



- |                                         |                                        |
|-----------------------------------------|----------------------------------------|
| In Construction 2015                    | 5th - 3700 Linear Feet, 0 OB Laterals  |
| 1st - 10200 LF, 93 OB Laterals          | 6th - 3850 Linear Feet, 0 OB Lateral   |
| 1st - (TBD based on funding) 1100 LF    | 7th - 4080 Linear Feet, 0 OB Laterals  |
| 2nd - 3940 LF, 5 OB Laterals            | 8th - 4050 Linear Feet, 47 OB Laterals |
| 3rd - 3600 LF, 0 OB Laterals            | 9th - 3900 Linear Feet, 0 OB Laterals  |
| 4th - 4875 Linear Feet, 33+ OB Laterals | 10th - 4260 LF, 25 OB Laterals         |
|                                         | 2016 Road Paving                       |
|                                         | 2017 Road Paving                       |



## Legislation Text

6.

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**File #: 14-734, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Approval of Management Agent Selection for Leisureville Community Association**

Recommendation for Action: Staff recommends that the City Council approve the selection of Association Management Concepts, Inc. (AMC) as the new management agent for the Leisureville Community Association (LCA).

**Staff Contact**

Dan Sokolow, Senior Planner - (530) 661-5927, dan.sokolow@cityofwoodland.org

**Fiscal Impact**

None.

**Background**

The City in 1995 provided a \$1,227,381 HOME/CDBG housing loan to assist LCA, a non-profit owner cooperative, with the purchase of the Leisureville development and provided funding for LCA's loan share program which benefits low-income households purchasing spaces at Leisureville.

**Discussion**

The Regulatory Agreement recorded for the Leisureville project includes the following provision.

*The Cooperative shall contract with a management agent approved by the City in its reasonable discretion. The management agent shall follow the management plan approved by the City.*

Laughton Properties, the current management agent, and LCA's Board of Directors mutually agreed to end their contractual relationship once a new management agent could be hired and put in place. Laughton was hired in January to replace LCA's long-time management agent Madsen & Walton. The principal of Madsen & Walton retired at the end of 2014.

The LCA Board initiated a process to select a new management agent in March. The Board interviewed six

firms and unanimously voted (9-0) to select AMC on April 21. Subsequently, the Board approved the attached agreement for AMC's services on April 23. A copy of AMC's management services proposal is also attached.

LCA's management agent has a number of responsibilities including but not limited to preparing the annual budget; overseeing maintenance contractors; tracking expenditures and revenues; issuing payments to vendors; enforcing LCA bylaws, policies, and occupancy requirements under the direction of the LCA Board of Directors; and completing compliance reporting to the City and other entities.

AMC provides management services to nearly 60 homeowners associations in Yolo, Sacramento, Placer, Sutter, El Dorado, and Plumas counties. In Woodland, AMC provides services to the Glenwood Homeowners Association located at 900 W. Cross Street and the Miramonte Garden Homeowners Association located at the intersection of W. El Dorado and Midway streets. General information on AMC services is attached.

### **Conclusion**

Staff recommends that the City Council approve the selection of Association Management Concepts, Inc. as the new management agent for the Leisureville Community Association (LCA).

Prepared by: Dan Sokolow  
Senior Planner

Reviewed by: Christine Engel  
CSD Director



Paul Navazio, City Manager

### **Attachments:**

1. Management Services Agreement between LCA and Association Management Concepts, Inc.
2. Management Services Proposal from Association Management Concepts, Inc.
3. Summary Information on Association Management Concepts, Inc.

**ASSOCIATION MANAGEMENT SERVICE AGREEMENT  
LEISUREVILLE COMMUNITY ASSOCIATION**

This ASSOCIATION SERVICE AGREEMENT (this "Agreement") is made and entered into by and between Association Management Concepts, Inc., a California corporation ("AMC") and Leisureville Community Association, a California nonprofit mutual benefit corporation (the "Association"), who hereby agree as follows:

**1. MANAGEMENT AGENT**

The Association hereby designates, appoints and authorizes AMC to serve as the management agent for the purposes of managing the business and affairs of the Association under the direction and subject to the control and authority of the Association's Board of Directors (the "Board"), on the terms and conditions set forth in this Agreement; and Agent hereby agrees to serve as the management agent for the Association on such terms and conditions.

**2. REGULAR COMPENSATION**

As consideration for the management services performed by AMC pursuant to this Agreement, the Association shall pay an initial start-up fee of Three Hundred Fifty Dollars and no/100 (\$350.00) to AMC upon the execution of this Agreement, plus One Thousand Nine Hundred Fifty Dollars and no/100 (\$1,950.00) per month to AMC, in arrears, on or before the 5th day of the month following the month in which such fee is earned.

**3. TERM**

The initial term of this Agreement shall be for one year commencing on 6/1/15. The Agreement shall automatically renew from year to year thereafter. Notwithstanding any other provision in this Agreement, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party without cause and without payment of any termination fee. Upon each such annual renewal, all amounts due under this Agreement may be increased according to the San Francisco area CPI index (the "CPI Index"). If the CPI Index increased by more than 7.5%, such amounts may only be adjusted upward by 7.5%. If the CPI Index declines, such amounts shall remain the same. AMC will not increase its monthly fee for one (1) year from the commencement date and all increases thereafter are subject to approval by the Board.

**4. ROLE OF AMC**

The role of AMC, as management agent for the Association, shall be to implement policy decisions made by the Board, in accordance with such guidelines and instructions as shall be given to AMC by the Board in accordance with the Governing Documents of the Association. AMC shall not make policy decisions on behalf of the Association.

**5. CHAIN OF COMMAND**

Insofar as possible, policy decisions and directives shall be given to AMC by the Board, acting as a corporate body. To the extent that instructions and directives to AMC are necessary or appropriate during periods between meetings of the Board, instructions and

directives relating to the affairs of the Association shall be given to AMC by the President of the Association (the "President"), or in the absence or unavailability of the President, by the Vice-President of the Association (the "Vice-President"). Instructions and directives relative to the financial affairs of the Association shall be given to AMC by the Treasurer of the Association (the "Treasurer"), or in the absence or unavailability of the Treasurer, by the President of the Association. Where AMC requires directions from the Association on matters of an urgent or emergency nature with respect to any of the foregoing matters and the Officers identified above are unavailable, AMC may accept directives and instructions from any other duly elected and acting officer of the Association ("Officer"). Where instructions or directives are issued by any officer and such instructions are not contrary to explicit instructions issued to AMC by the Board as an entity, AMC may rely on the apparent authority of any such Officer to give direction to AMC on behalf of the Association, in which case the Association shall ensure that questions relating to the propriety of any such instructions are addressed as matters between the Board and the Officer issuing such instructions on behalf of the Association, rather than as matters between the Association or the Board and AMC. Notwithstanding the foregoing, AMC may, but shall not be required, to request formal directions from the Board as to instructions AMC reasonably believes may be subject to dispute by one or more members of the Board.

6. **RELEASE OF LIABILITY/INDEMNITY**

The Association shall, and hereby does, excuse AMC from liability for, and shall indemnify and defend AMC and hold it harmless from, any and all claims and/or liabilities, including without limitation, reasonable attorneys' fees and costs, relating or resulting from directives or instructions from the Association, and/or the Board acting as an entity.

7. **MEETINGS**

AMC shall attend twelve (12) meetings of the Board and one (1) Annual Meeting of the Members of the Association ("Annual Meeting"), at such dates, times and places as shall be set by the Association, between the hours of 7:30 a.m. and 9:00 p.m., Monday through Thursday, legal holidays excepted, subject to reasonable scheduling conflicts of AMC; provided, however, that if AMC is required to attend any meeting which exceeds two (2) hours from the scheduled time of commencement, for each staff member of AMC requested by the Association to be present, AMC shall be compensated at the rate of **Seventy-Five Dollars (\$75.00)** per hour for each additional hour that such staff person shall remain; provided, further, that if AMC is required to attend more than one (1) meeting of the Board during a one month period, or more than one (1) meeting of the Members of the Association in any year, then for each staff member of AMC requested by the Association to attend any such additional meeting, AMC shall be compensated at the rate of **Seventy-Five Dollars (\$75.00)** per hour. Should any such meeting hereunder be adjourned for lack of a quorum, AMC shall be compensated for a minimum of two (2) hours. Fractions of an hour shall be paid to the next nearest quarter hour (i.e. 15 minutes shall be compensated as 1/4 an hour).

8. **COMMON AREA INSPECTION AND MAINTENANCE**

AMC shall inspect all Common Areas which the Association is obligated to maintain ("Common Areas") at least once per month; and shall, upon request, provide the Board with



a written report of its findings. Such inspections shall not exceed two (2) hours in duration. Additional inspection time may be scheduled, however AMC shall be compensated at the rate of **Seventy-Five Dollars (\$75.00)** per hour. Fractions of an hour shall be paid to the next nearest quarter hour (i.e. 15 minutes shall be compensated as 1/4 an hour).

9. **MAINTENANCE**

AMC shall coordinate and monitor, on behalf of the Association, all regular maintenance contracts for the Common Areas and any facilities of the Association within the Common Areas ("Common Facilities"). AMC shall endeavor to ensure that all contractors have adequate and acceptable insurance in place.

10. **EMERGENCIES**

AMC shall remain available to the Association by telephone, twenty-four (24) hours per day to respond to emergencies, which shall be defined as matters which constitute a real and immediate danger to the Common Areas, Common Facilities or the health and safety of any individual as a result of any condition within the Common Area.

11. **LOGS**

AMC shall maintain a log of documented complaints or documented service requests from Members of the Association ("Members") relating to the affairs of the Association (the "Log") and shall record in the log all documented complaints and documented service requests received by AMC from the Members and the action taken by AMC with respect to each such complaint or service request. Any such complaints or service requests of a serious nature shall be, after thorough investigation, submitted in writing to the Board with AMC's recommendation for disposition.

12. **AUTHORIZED MAINTENANCE EXPENDITURES**

AMC shall cause all Common Areas and Common Facilities to be maintained in a sanitary, workable and attractive condition and may disburse or commit funds of the Association therefore; provided, however, that AMC shall not, without the prior approval of the Association, incur an expense greater than Five Hundred Dollars and no/100 (\$500.00) for any single item of maintenance, repair or replacement, except for emergency repairs requiring immediate action to alleviate imminent danger to life or property or is immediately necessary for the preservation and safety of property of the Association or the health and safety of any individuals as a result of matters within the Common Areas or within the maintenance responsibilities of the Association as required to avoid the suspension of any necessary service which the Association is obligated to provide to the Members, in which case AMC may take such actions and pay or incur such expenses on behalf of the Association as are reasonably necessary to meet such emergency. Notwithstanding the foregoing, AMC shall, if at all possible, notify and confer with the Board or appropriate Officers prior to making such emergency expenditures. AMC shall not incur any liability maturing more than one year from the creation thereof, without the prior approval of the Board.

13. **GOVERNMENT ORDERS**

AMC shall take such actions as may be necessary to comply promptly with any and all orders or requirements affecting the Common Areas and the Common Facilities by any court or governmental authority having jurisdiction there over when immediate action is required before the next scheduled Board meeting; provided, however, that AMC shall not take any such actions if the Association is contesting or has affirmed to AMC its intention to contest any such order or requirement, absent express instructions from the Board. AMC shall notify the Board in writing, within seventy-two (72) hours of receipt of any such orders, notices or requirements.

14. **SERVICE CONTRACT AND MATERIALS**

Upon approval by the Board, AMC may enter into contracts on behalf of and in the name of the Association for water, electricity, gas, telephone, vermin extermination, gardening, cleaning of the parking areas and sidewalks within the Common Areas and other necessary service; and may purchase or lease, at the expense of the Association, such equipment, tools, appliances, material and supplies as are reasonably required for performance of the Association's obligations, which items shall be the property of the Association. When taking bids or issuing purchase orders, AMC shall secure for the Association any discounts, commissions and rebates obtainable as a result of such purchases.

15. **INSURANCE**

AMC shall procure and maintain policies of insurance on behalf of, and in the name of, the Association as directed by the Board. AMC shall submit a written report to the Board as to all claims made under such policies and shall cooperate with and submit all reports required by any carriers of any such policies in connection with any such claims; provided, however, that AMC shall be compensated at the rate of **Seventy-Five Dollars and no/100 (\$75.00)** per hour for each staff member of AMC who is required to make such reports or claims. AMC shall also submit a written report to the Board as to all other accidents, damages, injuries or claims which may result in any cost or liability to the Association. To the extent possible, the Association shall cause AMC to be named as an "additional insured" under any insurance policies maintained by the Association.

16. **OTHER PROFESSIONALS**

AMC shall cooperate fully with any accountant, attorney or other professional retained or employed by the Association. All costs and compensation due to any such professional relating to the business and affairs of the Association shall be borne by the Association.

17. **BOOKS AND RECORDS**

The Association shall provide to AMC all records of the Association which will facilitate the ability of AMC to perform its duties under this Agreement. AMC shall maintain the current fiscal year's and the previous fiscal year's books and records of the Association and shall make all such books and records available for inspection and copying by the Board, the Officers, Association Members, as defined by Civil Code, or other authorized agents of the Association during regular business hours.

The Association may request that AMC provide storage for historical records beyond the previous fiscal year, however the Association shall compensate AMC **Ten Dollars and no/100 (\$10.00)** per month for storage facilities. Storage of historical records is limited to only those documents that the Association is required to keep as defined by Civil Code. Should the Association request this service it shall be responsible for payment for transport of any such records to AMC's storage facility.

18. **LIABILITY/COSTS**

Except as otherwise specifically set forth in this Agreement, all acts taken and all obligations or expenses incurred by AMC in the performance of its duties under this agreement shall be for the account on behalf and at the expense of the Association; provided, however, that the Association shall not be obligated to pay the overhead expenses of any office maintained by AMC outside the Common Areas. AMC shall not be obligated to make any advance to or for the account of the Association, but if AMC should do so, the Association shall promptly reimburse AMC therefore.

19. **BANK ACCOUNTS**

AMC shall establish and maintain such bank accounts for the Association, as the Board shall direct. All funds of the Association handled by AMC shall be deposited in a timely manner into the proper accounts therefore, and AMC shall maintain a record of all deposits and disbursements from said accounts, which record shall be available for inspection and copying by the Board and any Officers during regular business hours.

All funds handled for the Association by AMC shall be handled in accordance with California Civil Code 5380 or its subsequent revisions.

20. **TAXES**

AMC shall have no obligation or duty to prepare and file Federal or State Tax Returns or Statements on behalf of the Association. However, AMC shall cooperate fully with any accountant or other individual retained by the Association to prepare tax returns, including providing access to all records of the Association in AMC's possession.

21. **AMC EMPLOYEES**

AMC shall employ, in AMC's name, all off-site personnel necessary for the efficient discharge of AMC's duties under this agreement. AMC is solely responsible for the compensation of all such employees. AMC shall have in place a Commercial Blanket Bond for each employee of AMC who is responsible for handling funds of the Association.

22. **ASSESSMENTS**

AMC shall collect all monthly assessments levied by the Association against the Members. AMC shall enforce all provisions of the Association's published policies and procedures regarding the collection of delinquent assessments. The Association shall retain twenty percent (20%) of all late fees collected from the Members and AMC shall invoice the Association for the remaining eighty percent (80%) of such late fees charged to compensate AMC for time and expenses incurred by AMC in connection with the collections of

delinquent assessments.

23. **MONTHLY STATEMENTS** *BN*

AMC shall render to the Board, one week prior to its regular meeting or by the 15th day of each month, ~~whichever is later~~, a written statement of receipts and disbursements handled by AMC on behalf of the Association for the immediately preceding month. All such statements and all other financial reports prepared by AMC for the Board and/or the Members shall be prepared according to the standard accounting formats used by AMC and incorporated into the accounting systems and software utilized by AMC. If the Board shall direct AMC to prepare financial reports utilizing different account formats, the Association shall compensate AMC for time spent by personnel of AMC in preparing such specialized reports which exceeds the time required to prepare financial reports under AMC's normal formats at the rate of **Seventy Five Dollars and no/100 (\$75.00)** per hour.

24. **ANNUAL BUDGET**

AMC shall prepare for review by the Board, a proposed Annual Operating Budget ("Draft Budget") for the Association, and the Board shall cooperate fully with AMC in providing information necessary for AMC to prepare the Draft Budget.

25. **ADMINISTRATIVE FEE**

As compensation to AMC for the overhead and direct out-of-pocket expenses incurred by AMC in the preparation and distribution of mailings to the Members, the Association shall pay per actual mailing and copy cost per month to AMC, in arrears, on or before the 5th day of the following month. (See Addendum A)

26. **ADMINISTRATIVE SERVICES**

The following services will be performed by AMC with charges assessed in accordance with Addendum A to the Association for printing, duplication and mailing costs incurred by AMC beyond payment to AMC of the Monthly Administrative Fee and receipt of late charges due from the Members.

- a. Process and mail statements to the Members, with return envelopes.
- b. Mail Association newsletter to each owner and tenant-occupied dwelling within the real property development for which the Association has assessment collection authority.
- c. Prepare, copy and mail board packets including:
  - Agenda
  - Copy of previous meeting minutes
  - Management Report
  - Copies of Committee Reports
  - Contracts and Proposals
  - Copies of correspondence
  - Maintenance/Activity logs
  - Balance Sheet
  - Budget Comparison Report

Backup Schedules to Financial  
General Ledger Report and Copies of Bills (for Treasurer only)

- d. Prepare, copy and mail all pertinent correspondence and violation notices to the Members as required.
- e. Prepare, copy and mail late payment notifications to each of the Members who have failed to pay any assessment due to the Association by the late charge date, plus an additional pre-lien demand where required.
- f. Prepare, copy and mail all annual mailings the Association is required to provide to the Members.

27. **ADDITIONAL FEES**

AMC may collect "Transfer Fees" for additional bookkeeping and administrative services performed in connection with the sale of individual homeowners' lots, including without limitation, providing copies of Governing Documents and/or Financial Reports. All such fees will be paid by the applicable buyer or seller and are not an expense of the Association.

28. **LEGAL PROCEEDINGS**

When required by the Board or the law, personnel of AMC shall appear and testify at depositions, court hearings, arbitrations and settlement conferences and shall respond to all written interrogatories in connection with the Association's affairs. AMC shall be compensated for time devoted by personnel of AMC to such matters at the rate of **Seventy Five Dollars and no/100 (\$75.00)** per hour for each such appearance or response by personnel of AMC.

29. **MISCELLANEOUS COMPENSATION**

With the exception of the fees specified in Paragraph 2 of this agreement and the monthly administrative fee, all compensation due to AMC from the Association, in accordance with the Agreement, shall be invoiced by AMC to the Association and shall be due upon presentation of a proper invoice therefore.

30. **INDEMNIFICATION**

Indemnification of AMC. The Association shall indemnify, defend and hold AMC harmless from all claims, demands, losses, actions, liabilities and damages, including attorneys' fees and litigation costs (collectively, "Claims") caused in the whole or in part by the negligence of the Association, or its directors or officers, which relate to or arise from performance of this Agreement, except to the extent of such claim is caused by the negligence or willful misconduct of AMC or its employees. This provision shall survive any termination of this Agreement.

Indemnification of Association. AMC shall indemnify, defend and hold the Association, directors, and officers harmless from all claims, demands, losses, actions, liabilities and damages, including attorneys' fees and litigation costs caused in whole or in part by the negligence of AMC, or its employees which relate to or arise from performance of this Agreement, except to the extent any such claim is caused by the negligence of the Association or its directors or officers. This provision shall survive any termination of this

Agreement.

Arbitration. Any controversy or claim arising out of or relating to the terms of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment of the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any party to this Agreement may submit to arbitration any said controversy or claim.

31. **TERMINATION FOR CAUSE**

This agreement may be terminated by the Association at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this agreement, by giving 30 days written notice of termination to AMC if the latter should:

- a. Be adjudged a bankrupt; or
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency; or
- c. Make a general assignment for the benefit of creditors; or
- d. Default in the performance of any material obligation under this agreement and shall fail to correct such default within five (5) days after service upon it of a written notice specifying such default and the specific performance required of AMC to cure such default.

32. **TERMINATION WITHOUT CAUSE**

Either party may terminate this agreement upon sixty (60) days written notice.

33. **ASSOCIATION RECORDS**

Within ten (10) days of any termination of this agreement, AMC shall deliver to the Association all records and accounts of the Association within AMC's possession or control.

34. **MEMBER CHARGES**

Where AMC is requested to provide financial information and/or documents in connection with a sale or proposed sale of any property subject to assessment by the Association, AMC shall be entitled to assess reasonable document and/or transfer fees to the requesting party to compensate AMC for time and administrative expenses; provided, however, that AMC shall be solely responsible for collecting such charges from requesting parties, and the Association shall not be required to pay any such amounts which AMC fails to collect.

35. **OUTSTANDING MATTERS**

Within thirty (30) days of any termination of this agreement, AMC and the Association shall account to each other, in writing, with respect to all matters outstanding on the date of such termination.

36. **ATTORNEYS FEES**

If any legal action is commenced by either party to this agreement arising out of or to enforce any terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action, in addition to

any other relief to which it may be entitled.

37. **NOTICES**

Any notices to be given under this agreement shall be given in writing and shall be deemed to be given upon personal delivery or seventy-two (72) hours after deposit in the United States mail, with first class postage prepaid, addressed to the party to which such notice is directed at the following address, or to such other address as the applicable party may specify by written notice to the other party given in accordance with the provisions of this paragraph:

If to the Association, to:

John Moore, President  
Leisureville Community Association  
1313 East Gibson Road  
Woodland, CA 95776

If to AMC, to:

Brad Higgins, President  
Association Management Concepts, Inc.  
1401 El Camino Avenue, Suite 200  
Sacramento, CA 95815

Upon notice of termination, agent shall continue to perform all duties until the termination date.

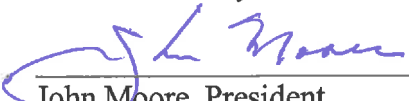
38. **COMPLETE AGREEMENT AMENDMENTS**

This agreement constitutes the complete agreement and understanding between AMC and the Association with respect to the subject matter of this agreement, and there are no other agreements, whether written or oral, between the Association and AMC with respect thereto. No amendment to this agreement shall be valid unless it is in writing and duly executed by both AMC and the Association.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth opposite their respective names.

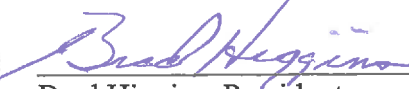
DATED: 4/23/15

Leisureville Community Association

BY:   
John Moore, President

DATED: 4/23/15

Association Management Concepts, Inc.  
A California Corporation

BY:   
Brad Higgins, President





## **ADDENDUM "A"**

### **ASSOCIATION MANAGEMENT CONCEPTS, INC. FEES AND COSTS EXHIBIT January 1, 2015**

#### **Fees/Expenses Charged to Association:**

|                                                  |                                          |
|--------------------------------------------------|------------------------------------------|
| Postage                                          | Actual cost                              |
| Long distance/airtime                            | No Charge                                |
| Assessment Statements                            | 20¢ per statement                        |
| Copies                                           | 15¢ per page (outside printing excepted) |
| Faxes                                            | 50¢ per fax transmission                 |
| Disclosure documents                             | Actual cost                              |
| Special accounting or special assessment billing | To be determined                         |
| 1099 Preparation                                 | Based on Quantity                        |
| Record Storage                                   | \$10 per month                           |
| Labels                                           | 5¢ per label                             |
| Envelopes                                        | 25¢ per envelope                         |
| Large envelopes                                  | 40¢ per envelope                         |
| Return envelopes                                 | 25¢ per envelope                         |
| Delinquency statements                           | 20¢ per statement                        |
| Fold/insert                                      | 10¢ per fold/insert                      |

#### **Fees Charged to Unit Owners or Third Parties:**

|                                             |              |
|---------------------------------------------|--------------|
| Escrow transfer fee                         | \$250        |
| Escrow disclosure documents (audits, CC&Rs) | \$ 75        |
| Legal Fees                                  | Actual costs |
| Preparation of Lien Defaults                | \$100        |
| Returned check handling                     | \$ 25        |

#### **Hourly Rates:**

|                     |               |
|---------------------|---------------|
| Association Manager | \$75 per hour |
| Accounting          | \$75 per hour |

April 14, 2015

Leisureville Community Association  
c/o John Moore, President  
1313 East Gibson Road  
Woodland, CA 95776

**RE: Management Services Proposal for Leisureville Community Association**

Dear Mr. Moore and Board Members:

This letter is in response to your request for a proposal, to provide management services to Leisureville Community Association.

Association Management Concepts, Inc. (AMC) has been providing complete management services to a variety of Common Interest Developments (homeowner associations) in the counties of Sacramento, Yolo, Placer, Nevada and El Dorado for over twenty-five years. We have a staff of 9 professional association managers, supported by a staff of 4 administrative and support personnel, and a 3 person accounting department. We pride ourselves in the fact that our entire staff is dedicated to our clients and committed to being responsive to their needs. At the same time, we are deeply committed to our staff. We provide them with on-going training to expand their knowledge and professional skills, as well as the tools necessary to deliver complete services to our clients. We also provide a comprehensive "team" environment and approach for our staff and therefore, our clients. This is most likely one of the primary reasons for our company's successful long-term retention of staff and clients.

AMC is currently managing nearly 60 association clients, ranging in size from 8 homes to well over 600 homes and include condominiums, single family homes, commercial suites, combination properties and high rises. This wide variety of sizes has given us experience with annual budgets ranging from less than \$100,000 to over \$2,000,000. Our average management period for our clients is approximately 11 years, and 10 of our clients have been with us for over 20 years.

**Manager/Support:**

AMC will provide a full compliment service staff in managing the needs of Leisureville Community Association. The association and its members will be serviced by an experienced professional manager, a Customer Service Department, an Accounting Department, and an Administrative Department. AMC provides a twenty-four hour a day answering service which, combined with our on-call manager system, provides complete emergency coverage for the association every day of the year.

**Service Contracts:**

Three bids, based on the same set of specifications, are solicited for all service contracts. For smaller projects, the specifications are usually developed by the manager and the Board and final approval is granted by the Board before being submitted to the vendors for bidding. For larger contracts such as roofing, painting, siding, a Board is usually urged to seek the services of a professional consultant to develop specifications which are then submitted to the vendors for bidding. After the bids are returned, they are reviewed to assure they in fact reflect the specifications, and any clarification is obtained prior to presentation to the Board for selection. As managers of the property, we are available to make recommendations based on prior experience with either the contractors involved or the type of contract.

All contracts require the Board President's signature to initiate the start of work. AMC will not use or recommend any unlicensed or uninsured vendors. All vendors must provide proof of insurance, licenses and a W-9. We generally request authorization to incur up to \$500.00 in maintenance expenses on behalf of the association without Board approval. This amount can be increased or decreased depending on the wishes of the Board.

The insurance coverage for the property is an important contract the Board must decide on and one of the most important aspects of a quality management program. We endeavor to find ways to reduce the cost of premiums to our clients without compromising coverages. Given the present state of the insurance market, this is vital.

**Site Inspections:**

The manager will physically inspect the property a minimum of once per month. Site visits, of course, will be done as often as necessary if a Board or Committee Member reports a problem or violation that requires immediate attention. The manager will also visit the property as needed to meet with contractors for the duration of major projects to ensure that the project is running smoothly.

Complaints and requests by members or vendors are routed through the manager assigned to the property. The Customer Service Department may generate a work order for minor maintenance items or problems that can be handled by a vendor already on contract for the property. Review of the work orders and any follow up is the responsibility of the manager. Any complaints are logged and the responses to the problems are also noted for review by the Board and included in the Board Meeting Packet along with any necessary correspondence.

**Duties/Services:**

The manager will attend up to 12 regular Board Meetings and an Annual Meeting each year. Special Board Meetings will be accommodated and there would be an added fee for such meetings.

In addition to the duties and services listed above, the manager will also:

- Oversee the management of the association and provide all staff persons necessary to carry out the operation of the Corporation and its facilities.
- Confer with the Board on all major matters pertaining to the policies and operations of the association and carrying out the directives of the Board.

- Meet with and assist all association Committees in accomplishing their adopted goals and/or objectives for the association.
- Assist the Board in gaining compliance with the association's governing documents
- Assess and advise on the performance of all vendors and contractors.
- Attend all Regular Board Meetings and prepare the Minutes of each meeting.
- Work closely with the Board and any designated committee(s) to operate the association within the adopted budget without jeopardizing the well being of the members, their guests, the facilities and the grounds.
- Provide a newsletter with direction from the Board or other appropriate Association volunteers.

The manager will also prepare and distribute the following:

Violation Notices and follow up letters

All notices and mailings for both Board and Annual Meetings

Development of a draft of the pro forma budget for review by the Board and/or the Budget Committee.

All contractual communications, to include: contract checklists, follow up lists, termination and negotiation for continued servicing

Board Packets to include:

Agenda

Agenda Narrative which will provide details to items listed on the agenda

Minutes of the previous meeting

Committee information and reports

Contracts and proposals

Follow up list and checklist for vendors/contracts

Management report covering the present back to the last Board Meeting

Correspondence

Violation Correspondence

Activity Logs

Enclosed you will find an AMC information packet, a sample of our services agreement and our current fee schedule for non-contract items. Please feel free to contact any of the references listed in our information packet.

On behalf of the entire staff at AMC, I would like to thank you and the Board Members for your interest in AMC and the opportunity to submit this management services proposal.

Sincerely,



Brad Higgins, President  
AMC, Inc.

Enclosures

## REFERENCES

| Name of Association  | Location     | No. of Units | Board Member | Phone Number   |
|----------------------|--------------|--------------|--------------|----------------|
| Glenwood of Woodland | Woodland, CA | 39           | Jan Neff     | (530) 661-1594 |
| Miramonte Gardens    | Woodland, CA | 46           | Al Powell    | (530) 681-7227 |
| Covell Commons       | Davis, CA    | 148          | Julie Cross  | (530) 753-8708 |

## ABOUT AMC. INC.

The challenge was quite clear: to create and develop an association management firm which would consistently deliver quality services to its clients. We believed this goal could be quite attainable if we assembled a cadre of professionals who were dedicated and genuinely interested in our clients' needs. This was the vision and the task that we committed ourselves to in 1989 when Association Management Concepts, Inc. (AMC) was conceived. And it worked...

Today, AMC is one of the oldest Association Management firms providing a full range of services to nearly 60 homeowner associations in the greater Sacramento area. At AMC, we serve homeowner associations. We do not manage associations as a sideline or to help make ends meet when the real estate sales and residential management markets are lean. Association management services is our business; it is our only business.

Our firm, which is based in Sacramento, is comprised of eight professional Association Managers, a full-time Accounting Department, and a Customer Service/Administrative Support Department. AMC supports and actively participates in a number of community and professional organizations and is regarded as a leader in the association management industry. Clients of AMC often say they came to us because they liked what they heard about us and what we have to offer.

## MEET THE PRINCIPLES OF AMC. INC.

### ***BRAD HIGGINS, PRESIDENT***

Mr. Higgins has been involved with the management of homeowner associations for well over 25 years. For nine of those years he was Vice President of Oihana Management Company in the Hawaiian Islands.

Mr. Higgins attended Simpson and Stanislaus State College where he majored in business administration. He joined AMC as an association manager in 1991. In 1993, he was appointed to a Vice President position in the corporation and assumed the responsibility of working on staff and management services development. In 2005, Mr. Higgins assumed the Presidency of AMC and continues working to improve AMC and its services.

### ***MARY CULLEN, CLIENT FINANCIAL SERVICES***

Ms. Cullen graduated from Chico State University with a teaching credential, however, she has worked in the field of accounting since making the decision not to teach after graduation. She brings a varied background in accounting to AMC, having worked for a microfilming company and a tile company before joining AMC's team in 1996.

Ms. Cullen has gained extensive knowledge about homeowners associations through working with homeowners, Boards of Directors and Board Treasurers and is available to provide information, guidance and training to clients.

## WHY A MANAGEMENT TEAM

Whether your Association already has management services or is self-managed, at some point you may very well hear:

- Who will help us enforce our Rules & Regulations and CC&Rs?
- How can we effectively and efficiently manage all the needs of our Homeowner's Association?
- What laws apply to our Association?
- What insurance are we required to carry?
- Are our Replacement Reserves adequately funded?
- What must be disclosed to the membership?
- Who do we contact to get things done?
- What resources are there for our Homeowner's Association?
- How do we enforce the collection of the Association's assessments?
- How do we protect, maintain and enhance the value of our property investment?

And the list goes on... If you have ever asked any of these questions, you may be at the point where you may want to consider speaking with us.

It costs absolutely nothing to talk to us... just give AMC a call.



## FEATURES AND ADVANTAGES

- Customer Service** - Available to all homeowners to quickly and efficiently resolve minor maintenance problems. AMC responds with a personal contact to all customer service calls within 24 hours.
- 24-Hour Emergency Service** - Management is available to respond to emergencies 24-hours a day seven days a week, holidays included.
- Maintenance** - Through a variety of vendors AMC can provide the quickest response time to your maintenance needs. AMC strives to ensure your association receives the highest degree of quality control and job performance from quality vendors because we can help prioritize, schedule, and control costs for your association.
- Monthly Statements, Coupon Books, Electronic Payment, or Payment On Line** - Collection of assessments and timely delivery of statements to homeowners. The statements are easy to read so each homeowner will know their account status. Coupon books are available as well as an automatic payment service. AMC also offers On Line payment service to homeowners.
- New Owner Outreach** - New owners are contacted and offered the opportunity to discuss the association and ensure the owner has what they need to get off to a good start in the community. Especially helpful for New Owners who will be renting the property.
- Monthly & Year-End Reports** - Accurate and complete accrual accounting for taxes and audits/reviews.
- Financial Statement** - Timely preparation of the monthly financial statement enables boards to make informed decisions about fiscal operations and enhances the budget process.
- No Hidden Costs** - All service costs are inclusive in our monthly fee. Extra services are clearly outlined on our price sheet.
- Timely Payment of Bills** - Eliminates friction between the association and its contractors/vendors.
- Newsletters** - AMC can produce your Association's newsletter efficiently on a regular basis.
- Board Packets** - Complete packets provided to each Director for every Board meeting. These packets include agendas, minutes, copies of all correspondence, contract bids, and other materials necessary for conducting Board business.
- Annual Calendar and Planning** - Annual calendars are provided to Directors detailing each Board and Annual Meeting dates, notice requirements, and contract and insurance renewal dates. In addition, the calendars are a guide to assist in the development of the association's strategic plan for operation.
- Professional Expertise** - AMC can provide ready access to professional landscaping, architectural, and general contractor services to meet the needs of your association. AMC's professional expertise and experience quickly and effectively solves problems.
- Legal Expertise** - AMC's expertise provides associations effective guidance that may prevent lawsuits and avoid costly litigation. Additionally, AMC's access to leading Common Interest Development Law attorneys provides our clients the ability to effectively guide their decisions with respect to legal matters.
- Seminars** - Improves professionalism by educating new Directors about the Board's operations and association management. AMC also provides continuing education for current Directors and Officers as well as seminars for homeowners to familiarize them with their rights and responsibilities as members of an association.



## Legislation Text

7.

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**File #: 14-738, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Public Hearing - Consideration of 2015 - 2019 Community Development Block Grant Consolidated Plan and Update to the Analysis of Impediments to Fair Housing****Recommendation for Action:** Staff recommends that the City Council open the public hearing and it to the May 19, 2015 City Council meeting.**Staff Contact**

Dan Sokolow, Senior Planner - (530) 661-5927, dan.sokolow@cityofwoodland.org

**Conclusion**

Staff recommends that the City Council continue the public hearing and consideration of the 2015 - 2019 Community Development Block Grant Consolidated Plan and Update to the Analysis of Impediments to Fair Housing to the May 19, 2015 City Council meeting.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, Community Services Director



Paul Navazio, City Manager



## Legislation Text

8.

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**File #: 14-748, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Public Hearing - Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and into the Spring Lake Maintenance Community Facilities District**

Recommendation for Action: Staff recommends that the City Council open the public hearing and continue it to the May 19, 2015 City Council meeting.

**Staff Contact**

Kim McKinney, Finance Officer - (530) 661-5849, kimberly.mckinney@cityofwoodland.org

**Background**

On March 17, 2015 the City Council approved the first part of the process to annex the tentative map for Cal West Investors LLC and Optimistic Partners LLC (Tentative Map #4991) into the boundaries of both the Community Facilities District (CFD) 2004-1 and Spring Lake Maintenance CFD. This process called for a public hearing on May 5, 2015.

**Discussion**

The developers are not ready to move forward with the public hearing and the annexation steps that follow the public hearing. So long as all steps are completed by June 2, 2015, the original intent resolutions remain applicable. To allow the developers additional time to sort out questions, they have requested the public hearing to be continued to May 19, 2015.

**Conclusion**

Staff recommends that the City Council open the public hearing and continue it to the May 19, 2015 City Council meeting.

Prepared by: Kim McKinney, Finance Officer

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager



## Legislation Text

9.

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**File #: 14-749, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: May 5, 2015**

**SUBJECT: Public Hearing - Bulls Eye Bail Bonds Project - (1) Request to amend the Downtown Specific Plan to (a) conditionally allow a bail bonds business within District A4 of the Downtown Business District; (b) adopt performance standards for all bail bonds businesses within the Downtown Specific Plan; and (2) approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4**

**Recommendation for Action:** Staff recommends that the City Council open the public hearing and continue it to the June 2, 2015 City Council meeting.

**Staff Contact**

Erika Bumgardner, Senior Planner - (530) 661-5886, [Erika.bumgardner@cityofwoodland.org](mailto:Erika.bumgardner@cityofwoodland.org)

A handwritten signature in cursive script that reads "Paul Navazio".

Paul Navazio, City Manager





## Legislation Text

10.

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**File #: 14-715, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015**

**SUBJECT:** Public Hearing - Cal West Tentative Subdivision Map #5075, Spring Lake Specific Plan Area (PLNG 15-00018) - Request by Cal West Investors, LLC and Optimistic Partners, LLC, to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area

**Recommendation for Action:** Staff recommends that the City Council take action on the following:

- 1) Conduct a public hearing;
- 3) Approve the Cal West Tentative Subdivision Map No. 5075 in accordance with the Conditions of Approval; and
- 4) Introduce and waive the first reading of Ordinance No. \_\_\_\_\_, authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland.

**Staff Contact**

Erika Bumgardner, Senior Planner, (530) 661-5886, [Erika.bumgardner@cityofwoodland.org](mailto:Erika.bumgardner@cityofwoodland.org)

**Fiscal Impact**

All application processing costs have been paid for by the applicant. The proposed Tentative Subdivision Map includes 225 single family lots. The Spring Lake Infrastructure Fee (SLIF) equivalent is \$41,532 per single family unit, for a total of \$9,344,700. A portion of those SLIF fees collected, approximately \$608,500, will go toward filling the 24 unit gap in the R-25 Mutual Housing site based on the maximum allowable density as compared to the 101 unit approved apartment project (per prior negotiated Condition of Approval #19). Remaining SLIF revenue shall be approximately \$8,736,000. In addition to paying SLIF, this project will also pay the citywide Development Impact Fees, which are currently \$22,363 per single-family unit, for a total of \$5,031,6750.

## **Report in Brief**

The applicant is requesting approval of Tentative Subdivision Map #5075 and a Development Agreement Amendment. The requested map will supersede the prior subdivision map (TSM #4991) approved in 2013. TSM #5075 will encompass the entire 44.97 acres of the Cal West project site. The map proposal includes: 1) 35.71 acres of land developed as single family, R-8 in four phases; 2) 7.55 acres of park/open space identified as “Remainder” area on the map; 3) 0.88 acres of highway buffer (Lot “A”); 4) 0.09 acres dedicated for tree preservation and a mini-park (Lot “B”); and 5) 0.21 acres of greenbelt (Lot “F”). **(See Attachment 2)**

## **Background**

The entire Spring Lake Specific Plan Area was rezoned under Ordinance No. 1346 adopted on July 2, 2002. In 2010, the City Council approved a Specific Plan Amendment to rezone land uses for the overall Cal West Project site, encompassing 44.97 acres, and a Development Agreement. The 2010 Specific Plan Amendment included the relocation of the 8 acre park and 2 acre neighborhood commercial land uses south to the northwest corner of Harry Lorenzo Avenue and Farmer’s Central Road and the elimination of the 10 acre elementary school site. The 15 acre, R-5 single family residential sites were eliminated and the single family R-15 site was increased in size from 4 acres to 5.89 acres (5.61 acres net).

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

In September 2013, the City Council approved Tentative Subdivision Map #4991 (“TSM 4991”) and an Amended and Restated Development Agreement (**Attachment 7**) between the City of Woodland, Cal West Investors, LLC and Optimistic Partners, LLC, covering the combined 44.97 acre tentative subdivision map, park and neighborhood commercial sites. The 2013 tentative map subdivided the entire 28.26 acres of R-8 zoned land resulting in 176 single family units; it did not include subdivision of the 5.89 acres of R-15 zoning to the south, except as a remainder parcel.

On February 3, 2015, the City Council approved General Plan and Spring Lake Specific Plan amendments to rezone both the 5.89 acre, R-15 site (the “remainder parcel”) and the 2 acre Neighborhood Commercial site to R-8, Residential Single Family. The eight acre park site was reconfigured slightly to front solely along the southern boundary of the project site.

The newly proposed Tentative Subdivision Map #5075 (the subject of this report) includes the entire 44.97 acre Cal West project site. TSM 5075 supersedes the former TSM 4991, however, it maintains the prior 176 units on the northern portion of the project site, but also includes the subdivision of the two rezoned sites to the south, adding an additional 49 single family lots to the overall Cal West project site for a total of 225 single family lots.

## **Discussion**

The following analysis addresses key areas of the Spring Lake Specific Plan’s policies and regulations as well

as General Plan consistency review.

### **General Plan Consistency**

The Spring Lake Specific Plan (SLSP) has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP. The project, with the proposed conditions of approval, Development Agreement and tentative subdivision map phasing, have been determined by staff to be consistent with the SLSP and General Plan.

### **Spring Lake Specific Plan Consistency**

In order to assess project consistency with the SLSP, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program. Despite proposed modifications of the Land Use Section of the Spring Lake Specific Plan, the project is substantially consistent with the aforementioned documents. Through various conditions or components of the Development Agreement, consistency and/or participation in the following programs was also ensured: Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

Key areas of development and subdivision review include the following:

*Density* - The SLSP establishes both maximum and minimum density for each land use category. For the R-8 category the minimum is six dwelling units per acre (du/ac) and the maximum is eight du/ac. Acreages are already “net,” meaning that arterials, collectors, and plan-level (as opposed to project-level) open space have been deducted from the gross acreages. Local streets and subdivision trails have not been deducted. The net density for the project is 6.3 dwelling units per acre.

*Affordable Housing Discussion* - The Spring Lake Affordable Housing Plan requires that all residential projects provide certain percentages of units that are affordable to low and very low-income households. This Project requires nineteen (19) R-8 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3. (The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been deemed replaced by those units provided in excess of the affordable units otherwise required for the R-25 Mutual Housing (Heidrick Phase 1) multi-family site.)

*Inclusionary Housing Agreement* - Prior to the City approving the applicant’s Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP).

*Size and Design of Affordable Units* - As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units. However, recognizing the need for larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is desired. Also, affordable units shall have similar numbers of bedrooms as the market rate units in the same zoning district, and at similar proportions as the market rate units, as approved by the City’s Housing and Redevelopment Staff.

The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however affordable for-sale units may feature different interior amenities than those of market-rate for-sale units.

It is the City's preference that the methodology to best meet the for-sale affordability requirement is through the payment of in-lieu fees.

- The payment of fees provides greater certainty to the city and applicant in defining the affordability obligation;
- Allows the City to focus resources on individuals and households with the greatest need;
- Allows the City the ability to support housing needs independent of State and Federal subsidies and to reduce program administration burdens; and
- Allows the City to support those projects that best meet compact development goals, that use land and resources most efficiently, concentrates activity close to infrastructure, amenities and other community resources.

Fees collected in-lieu of providing the required ten percent (10%) low-income single family units may be utilized at the City's discretion to support eligible affordable housing projects city-wide as determined by the City Council. The fee has been set at a sliding scale based on land use density and is based on the approximately \$51,000 per unit average historical required rental subsidy per unit. Within each land use category the subsidy per required affordable low-income unit is as follows:

|     |                   |
|-----|-------------------|
| R-4 | \$50,000 per unit |
| R-5 | \$40,000 per unit |
| R-8 | \$30,000 per unit |

However, as this project has a previous approval, the applicant has indicated a willingness to work with staff to allow the consideration for the payment of in-lieu fees as provided in the following language (Attachment 4, Section 4.8):

4.8 Affordable Housing Single Family In-Lieu Fee. CITY and OWNER have agreed that the OWNER shall either elect prior to each final map, to enter into an Inclusionary Housing Agreement as set forth in the December 2007 Spring Lake Affordable Housing Plan, or, at the OWNER's option, elect to pay an affordable housing in-lieu fee of \$30,000 per affordable unit. This project requires 19 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3. The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been met (see discussion in the February 3, 2015 City Council staff report.

*Cul-de-Sac Calculation* - Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. The proposed subdivision provides 4.8 percent cul-de-sac.

*Block length* - Development Regulation 2.34 and Table 2.4 lists the maximum block length as 600 feet with the goal of 10 homes on one side of the street. The overall street length on "A" Street is approximately 1,200 feet. This is due to the project constraint of being located adjacent to the SR 113 to the west. In order to mitigate for the extended block length on the west side of Street "A", a condition of approval has been added to state that, *the home designs along Street "A" shall be designed to have significant variability in terms of front setback, mix of one and two-story, and building architectural frontage design. All homes along this stretch from extending from lot 174 to 196 shall have either a full usable front porch or a separated front patio extension with low walls.*

*Street Loading* - Development Regulation 2.31 requires homes to face a local residential street, two-lane collector, court or private street. Only the rear or side property lines may abut arterials and only side or front of units may abut collectors or greenbelts. The project design as proposed meets these requirements.

*Lot Width Variation* - Development Regulation 2.35.5 requires lot width variation. The intent of this regulation is to provide variation within a subdivision block. Lots in the subdivision vary from 40 to 90 feet with an average of 52 feet.

*Entry Sign* - Per the Spring Lake Design Standards 1.6.2, the applicant has been conditioned to provide a neighborhood entry sign at the corner of “D” Street and Harry Lorenzo Avenue. An alternative second entry sign location (upon review and approval by the Community Development Director), may be located at the southeast corner of Lot F.

*Bicycle / Pedestrian Access* - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. Subdivision trails are internal trails required to improve pedestrian and bicycle circulation and provide increased connectivity to the planned SLSP multi-purpose trail system. They also act as separators between homes on blocks that contain more than 10 homes in a row. Subdivision trails are required to be a minimum of 25 feet in width and landscaped. The project contains subdivision trails (Lots D and E) to provide access from Harry Lorenzo Avenue internal to the site.

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

Regarding the second trigger, the first neighborhood park is triggered by the issuance of a building permit for the 650<sup>th</sup> dwelling unit equivalent (DUE), the second neighborhood park is triggered by the 1,950<sup>th</sup> unit, and the third neighborhood park is triggered by the 3,250<sup>th</sup> unit. Park construction is subsequently required to be completed within 15 months. Each single-family unit is equivalent to 1 DUE and multi-family units are equivalent to 0.66 DUE. Number of permits issued to date are 1,895 single family and 827 multi-family, or a DUE amount equivalent to 2,440 DUE units. An additional 810 building permits will be required to trigger the park construction assuming the Cal West N1 Park will be the third neighborhood park constructed. However, staff is aware of Spring Lake residents’ concerns regarding the timing of park improvements within the community. Acknowledging residents’ desire to see park improvements completed in the near term, the amended Development Agreement sets forth obligations of the owner to develop a portion of the N1, 8 acre park site with the first phase of project development as follows:

1. The owner shall fund the creation of a Park Improvement Master Plan for the entire 8 acre N1 park site. The Park Improvement Master Plan shall define the design of the N1 park improvements sufficient to determine the location of the permanent play structure within the first two acres to be built and other anticipated future park improvements.
2. Prior to approval of the first final map for the Phase I development, the owner and city shall negotiate and execute a Purchase and Sale Agreement (PSA) that will provide for the purchase by city of the N1 Park.
3. Prior to issuance of the fiftieth (50<sup>th</sup>) building permit issued for the Cal West project, the owner shall commence construction of 2 acres of the 8-acre park. Such construction shall include at a

minimum irrigation and turf and installation of a play structure consistent with the Park Improvement Master Plan.

4. After the city issues a Notice of Completion for the N1 park initial 2 acre improvements, the owner shall transfer ownership of the entire N1 Park property to the city pursuant to the terms of the Purchase and Sale Agreement.

Improvements to the remaining 6 acres of park are at the discretion of the City and subject to availability of sufficient Spring Lake Park SLIF fees to complete construction of the remaining improvements. Staff and the applicant are finalizing the Purchase and Sale Agreement terms which are anticipated to be presented to the City Council in the coming month for consideration.

*Energy Efficiency* - The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25 which requires that five (5%) percent of all units to have roof photovoltaic energy systems or other alternative energy system. The project has been conditioned such that all homes shall be photovoltaic ready and have electric vehicle charging outlets in every garage on a dedicated circuit.

*Water Conservation Ordinance* - The project shall comply with the State Water Conservation Ordinance. This applies to all yard and public landscaping.

*Residential Fencing* - All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining.

*Freeway Sound Wall* - A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be at least 10 feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot "A" and shall be a minimum of 15-feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase III final map, including the portion of the wall adjacent Phase IV development. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review prior to issuance of permits. Landscape and sound wall will need to be secured by a bond and are included in the public improvements and are eligible for SLIF fee credits.

Building Unit Allocation Program - In order to ensure that the City will maintain an average annual growth rate of 1.7 percent citywide and still meet development needs, the SLSP required the development of a Unit Allocation Program (SLSP, page 8-3). The Building Unit Allocation (BUA) Ordinance was adopted April 16, 2002 and was subsequently amended on March 19, 2013. In accordance with the Ordinance revision, the applicant will be required to submit a request for BUAs prior to issuance of final maps. 206 BUAs will be required for market rate single family units.

Agricultural Land Mitigation Program and Hawk Mitigation Requirements. Pursuant to the SLSP Agricultural Land Mitigation Program, CEQA Mitigation Monitoring Plan, and Settlement Agreement, the applicant must preserve ±44.97 acres of equivalent agricultural land and Swainson hawk foraging land in an area proximate to the SLSP.

Mitigation Monitoring Plan. The SLSP MMP is contained in Appendix A of the SLSP. As conditioned, the subject project is consistent with all requirements of the Mitigation Monitoring Program.

Consistency with Other Land Use Plans. The project site does not fall within the planning area of any other

relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

### **Zoning Ordinance Consistency**

*Lot Coverage* - The maximum lot coverage is 50 percent.

*Off Street Parking* - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio is 2 parking spaces per unit. The proposed parking must conform to minimum standards. Lots with second units must comply with SLSP Design Standard 2.10e, which requires 2 additional parking spaces.

**The proposed project as conditioned is consistent with the City's Zoning Ordinance.**

### **Tentative Subdivision Map**

The City of Woodland's Subdivision Ordinance, Section 21-4-6 Phasing plan, outlines the requirements for phasing of tentative maps. The current project proposes to split the subject map into four phases. Phase I is 11.45 net acres and 74 single family units (6.46 dwelling units per acre, "du/ac"). Phase II is 11.02 net acres and 68 single family units (6.17 du/ac net of Lot "B"). Phase III is 7.20 net acres and 48 single family units (6.67 du/ac). Phase IV is 6.03 net acres and 35 single family units (5.80 du/ac). This map will provide for an overall density at the lower end of the range allowed under the R-8 category (6 to 8 dwelling units per acre). Phases I through IV will have a combined density of 6.30 dwelling units per acre with a total of 225 single family units.

The "Remainder" 7.55 acre park parcel shall be partially constructed by the applicant/owner (a minimum of 2 acres, including irrigation, turf and a play structure consistent with a Park Improvement Master Plan) with construction of Phase I of the map. After a notice of completion is issued by the City for the initial 2 acre park improvements, the owner shall transfer ownership of the entire N1 Park property (7.55 acres) to the City pursuant to the terms of the Purchase and Sale Agreement required under Section 4.11.2 of the Development Agreement (First Amendment) (**Attachment 8**).

As stated, the development proposes 225 R-8 lots with lot widths ranging from 40 to 90 feet with an average 52-foot lot width. This meets the minimum requirements of Table 2.4, Spring Lake Specific Plan Area Requirements for R-8 Lots. Lot depths range from 74 to 148 feet with an average 90 foot lot depth. The lot sizes range from 3,400 square feet to 9,854 square feet with an average of 4,857 square feet.

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

### **Infrastructure:**

Project access will be primarily from the collectors Harry Lorenzo Avenue and Farmers Central Road to future local streets "D" and "F". The development will provide for the partial improvement of the perimeter collector street, Harry Lorenzo Avenue. The existing 50 foot right-of-way and 22-foot wide existing paving, will be expanded to 72-feet right-of-way with 40 feet of pavement, curb and gutter provided on both sides and sidewalk and landscaping on the west side. The project will construct the entire street section except the east side landscaping and sidewalk. The development will construct the remaining local streets. "D" Street,

adjacent to the future park, will be fully constructed, to include curb, gutter, sidewalk and landscaping on both sides. In order to construct “F” Street, the applicant will be required to obtain right of way from the adjacent northerly property (Oyang).

Two roundabouts at Harry Lorenzo Avenue and “F” Street and Harry Lorenzo Avenue and Farmers Central Avenue will constructed with the first phase if not constructed by others (i.e. Heidrick Ranch). Two subdivision trails have been provided to connect Harry Lorenzo Avenue to the internal streets and to break up the block length on streets “E” and “H”.

At the request of city staff, the applicant has agreed to include 4 inch fiber conduits for broadband along the southern property boundary. Additionally, the applicant has agreed to construct and 8 inch recycled water line main with Harry Lorenzo Drive from 20 feet north of the “F” Street roundabout to 5 feet south of the north crosswalk for the Farmer’s Central Road roundabout. The recycled water line may be utilized for irrigation of public landscaping, landscaping of the 8 acre park site and possibly private landscaping.

The project is required to construct a 10-foot high sound wall along the west property boundary, adjacent to SR 113. A 28-foot landscape setback, shown as Lot “A”, has been provided between the Caltrans ROW edge and the back of the homes (sound wall location). Lot “A” will be within the City’s Landscape and Lighting District, which funds maintenance of landscaping and sound walls. The setback provides sound, visual and air quality buffering from SR 113 to the adjacent lots. The entire length of the project sound wall shall be constructed at one time, with the Phase III final map, including the portion of the wall adjacent Phase IV lots. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review prior to acceptance of final map for Phase III.

In order to accommodate the 28 foot landscape setback along the freeway edge, as described above, the project design has been modified to allow curb adjacent sidewalks on one side of the north-south local streets. This modification has allowed the project to maintain the lot count and minimizes reductions to lot width or depth. Staff recommends approval of this sidewalk modification in this instance in order to both provide benefit to lots at the west boundary and to provide for an enhanced visual treatment along SR 113.

The property has one significant Heritage Oak Tree located on site and a second Heritage Oak tree located just to the north. Lot “B” has been set aside as a future dedicated “pocket-park” to preserve the existing on-site tree. Future road improvements to the north side of the project will be designed to the extent possible to preserve the Oak tree located just off-site. Prior to issuance of the grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans to indicate measures that will be taken to protect the trees during construction.

Spring Lake Infrastructure Fee (SLIF) Credits. Certain infrastructure improvement costs paid for by the applicant have been identified as eligible to receive SLIF credits upon inclusion into the Spring Lake SLIF Capital Improvement Program. Such improvements are specified in the project conditions of approval and include sound wall landscaping, greenbelt connector, traffic roundabouts, sound wall access easements, recycled water line and fiber conduits for broadband.

### **Development Agreement**

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements in Woodland, These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the



City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers. As outlined in the Background section above, the original Development Agreement for the Cal West project site was entered into as part of the Specific Plan Amendment in 2010 to establish zoning and densities. The agreement was revised in 2013 (“Amended and Restated Development Agreement”) as part of the prior Tentative Subdivision Map #4991 and entered into by both Cal West Investors, LLC and Optimistic Partners, LLC, as the two ownership entities. A “First Amendment to the Development Agreement” was adopted by City Council on April 7, 2015 as part of the rezone requests approved by City Council on February 3, 2015. A “Second Amendment to the Development Agreement” with updated Conditions of Approval is required in conjunction with review and approval of this project application and Tentative Subdivision Map (see **Attachments 3-5**).

### **Commission/Committee Recommendation**

At its meeting on April 16, 2015, the City of Woodland Planning Commission conducted a public hearing on the proposed Project. After consideration of public comment and after thoughtful deliberation, a motion recommending City Council: 1) approve the Cal West Tentative Subdivision Map No. 5075 in accordance with the Conditions of Approval; and 2) adopt an Ordinance authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland passed on a vote of 5-1. (Attachment 10, Planning Commission Staff Report Cover.)

**Conclusion** Staff recommends that the City Council take action on the following:

- 1) Receive the staff report;
- 2) Conduct the public hearing;
- 3) Approve the Cal West Tentative Subdivision Map No. 5075 in accordance with the Conditions of Approval; and
- 4) Introduce and waive the first reading of Ordinance No. \_\_\_\_\_, authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland.

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Cindy Norris, Principal Planner  
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

**ATTACHMENTS:**

1. City Council Resolution for Tentative Subdivision Map No. 5075
2. Exhibit A - Tentative Subdivision Map No. 5075
3. City Council Ordinance for the Second Amendment to the Development Agreement
4. Exhibit 1 - Second Amendment to the Development Agreement
5. Exhibit C - TSM 5075 Conditions of Approval
6. General Application Form and Project Justification Statement
7. Amended and Restatement Development Agreement (2013)
8. First Amendment to the Development Agreement (2015)
9. Arborist Report 2011
10. Planning Commission Staff Report Cover (April 16, 2015)

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WOODLAND APPROVING TENTATIVE SUBDIVISION MAP NO. 5075  
FOR THE CAL WEST PROJECT IN ACCORDANCE WITH THE  
CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT AREA  
IN SPRING LAKE**

**WHEREAS**, the applicant, Cal West Investors and Optimistic Partners, LLC, filed Planning Application #PLNG15-00018, proposing a Tentative Subdivision Map (TSM #5075) and amendments to the Development Agreement for 44.97 acres of the Cal West Project site, located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area in the City of Woodland ("Project"); and

**WHEREAS**, the applicant prepared a tentative subdivision map, as provided in the proposed tentative subdivision map attached to this Resolution as **Exhibit A**; and

**WHEREAS**, the City Council of the City of Woodland held a duly noticed public hearing on May 5, 2015, to review and consider approval of the proposed Cal West Tentative Subdivision Map #5075 ("TSM #5075"), at which time interested persons had an opportunity to provide comments either in support or opposition to the Project; and

**WHEREAS**, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within an area exceeding a three hundred foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

**WHEREAS**, 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; and

**WHEREAS**, 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, 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; and

**WHEREAS**, the Planning Commission has reviewed all written evidence and oral testimony presented to date and has recommended to the City Council approval of the proposed Cal West Tentative Subdivision Map #5075.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the following findings, determinations, and recommendations with respect to the proposed Tentative Subdivision Map for the Project:

1. The City Council hereby makes the following findings concerning the Tentative Subdivision Map pursuant to Government Code section 66474:

a. The proposed Tentative Subdivision Map is consistent with the City's General Plan, including the Housing Element, and the Spring Lake Specific Plan. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, single family housing within the community and by providing for additional recreational opportunities at the neighborhood level. The Tentative Subdivision Map is also consistent with the City's Community Design Guidelines.

b. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.

c. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision will be able to accommodate the future development of residential units given the shape and topography of the Project site. The development project is also consistent with the land use designations specified in the Spring Lake Specific Plan.

d. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Biological Resources Assessment (Foothill and Associates, Spring Lake TOC 403 acres, June 15, 2011) shows that there would not be any significant and unavoidable impacts related to existing habitat.

e. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or occupants of the surrounding area.

f. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.

g. Any proposed phases and their proposed sequence of construction are identified on the submitted map.

2. The City Council does hereby approve Tentative Subdivision Map #5075 (**Exhibit A**) to allow the subdivision of property located at the northwest corner of Farmer's

Central Road and Harry Lorenzo Avenue, subject to the recommended conditions of approval, which are set forth in the Second Amendment to the Development Agreement.

**PASSED AND ADOPTED** by the City Council on May 5, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Tom Stallard, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Kara K. Ueda, City Attorney

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

**Exhibit A** – Tentative Subdivision Map No. 5075

## **EXHIBIT A**

[TSM 5075]



## Legislation Text

File #: 14-632, Version: 1



Planning Commission April 16, 2015

**Cal West Tentative Subdivision Map #5075, Spring Lake Specific Plan Area (PLNG 15-00018)** - Request by Cal West Investors, LLC and Optimistic Partners, LLC, to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area.

**Location:** The subject property is located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue. The property extends west along the Farmer's Central Road alignment, west of Harry Lorenzo Avenue, to State Highway 113 (SR 113).

**Applicant/Owner:** Cal West Investors, LLC and Optimistic Partners, LLC

**Environmental Report:** The project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #11 pertaining to the rezoning of portions of the Cal West project site, approved February 3, 2015.

**APN:** 041-070-051, 041-070-054 & 041-070-055

**Project Planner:** Erika Bumgardner, Senior Planner

**Staff Recommendation:** Recommend City Council Approval with Conditions

**Report For:** Planning Commission Public Hearing, April 16, 2015

**General Plan Designation:** Medium Low Density Residential (MLDR) and Open Space

**Current Zoning:** Single Family Residential (R-8) and Park

**Specific Plan Designation:** Spring Lake Specific Plan, Neighborhood "A"

**Existing Land Uses:** Spring Lake Specific Planning Area (vacant and fallow land)

**Flood Zone:** X - Area Outside the 2% Annual Chance Flood Event, FIRM Community Panel Number - 060426-0445H Revised May 16, 2012

**Street Access:** Farmer's Central Road and Harry Lorenzo Avenue

**Adjacent Land Uses & Zoning**

| DIRECTION | LAND USE           | ZONING                                  |
|-----------|--------------------|-----------------------------------------|
| North     | Vacant/Undeveloped | Single Family Residential/R-5           |
| South     | Vacant/Undeveloped | Spring Lake Remainder Area              |
| East      | Vacant/Undeveloped | Multi-Family/R-20 and Single Family/R-5 |
| West      | State Highway 113  | N/A                                     |

**Pending/Potential Action**

Staff recommends that the Planning Commission take action on the following:

- 1) Receive the staff report;
- 2) Conduct the public hearing;
- 3) Adopt Resolution No. PC15-\_\_\_\_\_, recommending City Council: 1) approve the Cal West Tentative Subdivision Map No. 5057 (**Attachment 2**) in accordance with the Conditions of Approval; and 2) adopt Ordinance No. \_\_\_\_\_, authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland (**Attachment 3**).

**Project Site Description**

The Cal West project site encompasses approximately 44.97 acres of vacant land located on three parcels within the Spring Lake Planning Area. The property is located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue. The property extends west past Harry Lorenzo Avenue to SR 113.

**Background**

The entire Spring Lake Specific Plan Area was rezoned under Ordinance No. 1346 adopted on July 2, 2002. In 2010, the City Council approved a Specific Plan Amendment to rezone land uses for the overall Cal West Project site, encompassing 44.97 acres, and a Development Agreement. The 2010 Specific Plan Amendment included the relocation of the 8 acre park and 2 acre neighborhood commercial land uses south to the northwest corner of Harry Lorenzo Avenue and Farmer's Central Road and the elimination of the 10 acre elementary school site. The 15 acre, R-5 single family residential sites were eliminated and the single family R-15 site was



increased in size from 4 acres to 5.89 acres (5.61 acres net).

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

In September 2013, the City Council approved Tentative Subdivision Map #4991 (“TSM 4991”) and an Amended and Restated Development Agreement (**Attachment 7**) between the City of Woodland, Cal West Investors, LLC and Optimistic Partners, LLC, covering the combined 44.97 acre tentative subdivision map, park and neighborhood commercial sites. The 2013 tentative map subdivided the entire 28.26 acres of R-8 zoned land resulting in 176 single family units; it did not include subdivision of the 5.89 acres of R-15 zoning to the south, except as a remainder parcel.

On February 3, 2015, the City Council approved General Plan and Spring Lake Specific Plan amendments to rezone both the 5.89 acre, R-15 site (the “remainder parcel”) and the 2 acre Neighborhood Commercial site to R-8, Residential Single Family. The eight acre park site was reconfigured slightly to front solely along the southern boundary of the project site.

The newly proposed Tentative Subdivision Map #5075 (the subject of this report) includes the entire 44.97 acre Cal West project site. TSM 5075 supersedes the former TSM 4991, however, it maintains the prior 176 units on the northern portion of the project site, but also includes the subdivision of the two rezoned sites to the south, adding an additional 49 single family lots to the overall Cal West project site for a total of 225 single family lots.

### **Project Proposal**

The applicant is requesting approval of Tentative Subdivision Map #5075 and a Development Agreement Amendment. The requested map will supersede the prior subdivision map (TSM #4991) approved in 2013. TSM #5075 will encompass the entire 44.97 acres of the Cal West project site. The map proposal includes: 1) 35.71 acres of land developed as single family, R-8 in four phases; 2) 7.55 acres of park/open space identified as “Remainder” area on the map; 3) 0.88 acres of highway buffer (Lot “A”); 4) 0.09 acres dedicated for tree preservation and a mini-park (Lot “B”); and 5) 0.21 acres of greenbelt (Lot “F”). (**See Attachment 2**)

### **Tentative Subdivision Map**

The City of Woodland’s Subdivision Ordinance, Section 21-4-6 Phasing plan, outlines the requirements for phasing of tentative maps. The current project proposes to split the subject map into four phases. Phase I is 11.45 net acres and 74 single family units (6.46 dwelling units per acre, “du/ac”). Phase II is 11.02 net acres and 68 single family units (6.17 du/ac net of Lot “B”). Phase III is 7.20 net acres and 48 single family units (6.67 du/ac). Phase IV is 6.03 net acres and 35 single family units (5.80 du/ac). This map will provide for an overall density at the lower end of the range allowed under the R-8 category (6 to 8 dwelling units per acre). Phases I through IV will have a combined density of 6.30 dwelling units per acre with a total of 225 single

family units.

The “Remainder” 7.55 acre park parcel shall be partially constructed by the applicant/owner (a minimum of 2 acres, including irrigation, turf and a play structure consistent with a Park Improvement Master Plan) with construction of Phase I of the map. After a notice of completion is issued by the City for the initial 2 acre park improvements, the owner shall transfer ownership of the entire N1 Park property (7.55 acres) to the City pursuant to the terms of the Purchase and Sale Agreement required under Section 4.11.2 of the Development Agreement (First Amendment) (**Attachment 8**).

As stated, the development proposes 225 R-8 lots with lot widths ranging from 40 to 90 feet with an average 52-foot lot width. This meets the minimum requirements of Table 2.4, Spring Lake Specific Plan Area Requirements for R-8 Lots. Lot depths range from 74 to 148 feet with an average 90 foot lot depth. The lot sizes range from 3,400 square feet to 9,854 square feet with an average of 4,857 square feet.

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

#### **Infrastructure:**

Project access will be primarily from the collectors Harry Lorenzo Avenue and Farmers Central Road to future local streets “D” and “F”. The development will provide for the partial improvement of the perimeter collector street, Harry Lorenzo Avenue. The existing 50 foot right-of-way and 22-foot wide existing paving, will be expanded to 72-feet right-of-way with 40 feet of pavement, curb and gutter provided on both sides and sidewalk and landscaping on the west side. The project will construct the entire street section except the east side landscaping and sidewalk. The development will construct the remaining local streets. “D” Street, adjacent to the future park, will be fully constructed, to include curb, gutter, sidewalk and landscaping on both sides. In order to construct “F” Street, the applicant will be required to obtain right of way from the adjacent northerly property (Oyang).

Two roundabouts at Harry Lorenzo Avenue and “F” Street and Harry Lorenzo Avenue and Farmers Central Avenue will constructed with the first phase if not constructed by others (i.e. Heidrick Ranch). Two subdivision trails have been provided to connect Harry Lorenzo Avenue to the internal streets and to break up the block length on streets “E” and “H”.

The project is required to construct a 10-foot high sound wall along the west property boundary, adjacent to SR 113. A 28-foot landscape setback, shown as Lot “A”, has been provided between the Caltrans ROW edge and the back of the homes (sound wall location). Lot “A” will be within the City’s Landscape and Lighting District, which funds maintenance of landscaping and sound walls. The setback provides sound, visual and air quality buffering from SR 113 to the adjacent lots. The entire length of the project sound wall shall be constructed at one time, with the Phase III final map, including the portion of the wall adjacent Phase IV lots. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review prior to acceptance of final map for Phase III.

In order to accommodate the 28 foot landscape setback along the freeway edge, as described above, the project design has been modified to allow curb adjacent sidewalks on one side of the north-south local streets. This modification has allowed the project to maintain the lot count and minimizes reductions to lot width or depth. Staff recommends approval of this sidewalk modification in this instance in order to both provide benefit to lots at the west boundary and to provide for an enhanced visual treatment along SR 113.

The property has one significant Heritage Oak Tree located on site and a second Heritage Oak tree located just to the north. Lot “B” has been set aside as a future dedicated “pocket-park” to preserve the existing on-site tree. Future road improvements to the north side of the project will be designed to the extent possible to preserve the Oak tree located just off-site. Prior to issuance of the grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans to indicate measures that will be taken to protect the trees during construction.

The proposed future park is not included as a part of this map application. However, to ensure adequate future improvements including access and bike path design, key development considerations have been included in the First Amendment to the Development Agreement (**Attachment 8**). In particular, Development Agreement Section 4.11 sets forth obligations of the owner to develop a portion of the N1, 8 acre park site and sets forth owner’s obligations to transfer the N1 Park to the City (a more detailed discussion of park improvements is included below under Staff Analysis, *Park Design and Development*).

### **Development Agreement**

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers. As outlined in the Background section above, the original Development Agreement for the Cal West project site was entered into as part of the Specific Plan Amendment in 2010 to establish zoning and densities. The agreement was revised in 2013 (“Amended and Restated Development Agreement”) as part of the prior Tentative Subdivision Map #4991 and entered into by both Cal West Investors, LLC and Optimistic Partners, LLC, as the two ownership entities. A “First Amendment to the Development Agreement” was adopted by City Council on April 7, 2015 as part of the rezone requests approved by City Council on February 3, 2015. A “Second Amendment to the Development Agreement” with updated Conditions of Approval is required in conjunction with review and approval of this project application and Tentative Subdivision Map (see **Attachments 3-5**).

**APPLICABLE LAWS, CODES, AND ORDINANCES** The project is subject to several laws, codes, and ordinances:

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan (including the Housing Element)
- The City of Woodland Zoning and Subdivision Ordinances
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan

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

1. Legal notice was published in the Woodland Daily Democrat on or before April 6, 2015.
2. Notices were mailed to all property owners within 300 feet of the project site.

Copies of the staff report for the proposed project have been on file at City Hall since April 10, 2015.

### **Environmental Assessment Status**

On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearinghouse Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council has subsequently adopted relevant CEQA Addenda to the Turn of the Century EIR. Addendum #11 was adopted by City Council on February 3, 2015 for the purposes of amending the Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC to rezone portions of the Cal West project site.

Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, and in Addendum #11 prepared November 19, 2014, the changes proposed are not substantial and will not require major revisions. Furthermore, the proposed changes will not create new or significant environmental effects which have not already been analyzed.

The SLSP requires that each development application include certain project-level and property-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan. The following studies have been submitted in fulfillment of these requirements (SLSP, Development Regulation 2.4 and page 9-1):

- Biological Resources Assessment, Foothill and Associates June 15, 2011 (Development Regulation 7.1).
- Cal West Tentative Map Traffic Impact Study, Ferh and Peers, (SLSP Development Regulation 4.10, 4.11 and Mitigation Measure 4.6-1).
- Environmental Noise Assessment, Bollard Acoustical Consultants, Inc. July 19, 2011 (SLSP, Development Regulation 2-4

and page 9.1).

- Cultural Resources Inventory, Peak and Associates, Inc., May 31, 2011, (SLSP Development Regulation 2-4 and page 9.1).
- Arborist Report, Foothill Associates, June 14, 2011
- Phase I Environmental Site Assessment, R.S. Holdstock R.E.A, February 24, 2006, (SLSP Mitigation Measure 4.12-1).
- Geotechnical Engineering Investigation, Geocon Consultants, Inc. May 2011, and updated February 15, 2013.
- Water modeling to determine adequate fire flow, West Yost, July 2013.

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

Specific conditions have been added to the project with regard to tree preservation and noise mitigation as follows:

#### Tree Preservation

An Arborist report (**Attachment 9**) for the site was prepared on June 14, 2011. The City regulates impacts to or removal of trees under Section 20A of the Municipal Code. Trees are defined as any woody plant with a trunk of 6 inches or more in diameter at breast height (54 inches above grade). Applications for new development must include a program for the preservation of the street trees, heritage, specimen and landmark trees and trees with aesthetic value. Replacement planting is required for each heritage, specimen and landmark tree removed at a rate of four 15-gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Mitigation for removal of street trees is at a rate of two 15-gallon trees for each six inches removed.

The report identified a total of five trees, consisting of three Valley Oaks, one California Fan Palm, and one Canary Island Date Palm on the project site. An additional 16 Valley Oaks are located adjacent to and overhanging the project site. None of the trees were recommended for removal. Tree #37 in the report was identified as a Heritage Tree. One tree located off site, to the north, was also identified as a Heritage Tree.

Based on the identification of the two Heritage Oak Trees, staff has worked with the applicant to the extent possible to preserve these two trees. Tree #37 will be preserved on Lot B, which has been set aside for this purpose. Further, efforts will be made in evaluating street improvement plans to attempt to preserve the Heritage Oak tree located north of the project site.

A condition (COA #32) has been placed on the project with regard to preservation of the Heritage Oak Trees as follows:

- Preservation. CITY's Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit that impacts each Oak Tree, OWNER shall submit a tree protection plan to be included in the improvement plans that shall indicate measures to be taken to protect the trees during construction.
  - *The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to CITY to create a small pocket park around the existing tree. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and the design approved by the Community Development Department and Public Works Departments prior to acceptance of the final map which dedicates Lot B.*
  - *Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000.*

- *The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The “F” Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that location)*
- *The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.*

#### Noise

A noise analysis for the site was conducted on March 28 and 29, 2011, to evaluate the potential future noise impacts associated with SR 113. The findings were compared to the City’s required General Plan Noise standards, which provide for a maximum 60 dB Ldn/CNEL within outdoor activity areas (backyards). A level of 65 dB Ldn/CNEL may be allowed assuming that all reasonable/feasible noise-mitigating construction (sound wall) has been included, and interior noise exposure criterion are met. Unmitigated noise on lots closest to SR 113 would be approximately 74 dB Ldn/CNEL. A barrier height of 10 feet from pad grade would satisfy a conditionally acceptable noise level standard of 65 dB Ldn/CNEL. Further, the additional lot setback of 28 feet from the Cal Trans Right of Way line will further mitigate noise and air quality concerns.

These studies and consistency determinations provide the substantial evidence to show that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA Mitigation Measures. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA documentation is required for the City to take action to approve this project.

#### Review Agency Comments

The application was circulated for review by agencies of jurisdiction. All comments received have been incorporated as Conditions of Approval.

#### Staff Analysis

Staff supports this project subject to the recommended conditions of approval. The following analysis addresses key areas of the Spring Lake Specific Plan’s policies and regulations as well as General Plan consistency review.

##### **General Plan Consistency**

The Spring Lake Specific Plan (SLSP) has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP. The project, with the proposed conditions of approval, Development Agreement and tentative subdivision map phasing, have been determined by staff to be consistent with the SLSP and General Plan.

##### **Spring Lake Specific Plan Consistency**

In order to assess project consistency with the SLSP, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program. Despite proposed modifications of the Land Use Section of the Spring Lake Specific Plan, the project is substantially consistent with the aforementioned documents. Through various conditions or components of the Development Agreement, consistency and/or participation in the following programs was also ensured: Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

Key areas of development and subdivision review include the following:

*Density* - The SLSP establishes both maximum and minimum density for each land use category. For the R-8 category the minimum is six dwelling units per acre (du/ac) and the maximum is eight du/ac. Acreages are already “net,” meaning that arterials, collectors,

and plan-level (as opposed to project-level) open space have been deducted from the gross acreages. Local streets and subdivision trails have not been deducted. The net density for the project is 6.3 dwelling units per acre.

*Affordable Housing Discussion* - The Spring Lake Affordable Housing Plan requires that all residential projects provide certain percentages of units that are affordable to low and very low-income households. This Project requires nineteen (19) R-8 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3. (The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been deemed replaced by those units provided in excess of the affordable units otherwise required for the R-25 Mutual Housing (Heidrick Phase 1) multi-family site.)

*Inclusionary Housing Agreement* - Prior to the City approving the applicant's Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP).

*Size and Design of Affordable Units* - As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units. However, recognizing the need for larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is desired. Also, affordable units shall have similar numbers of bedrooms as the market rate units in the same zoning district, and at similar proportions as the market rate units, as approved by the City's Housing and Redevelopment Staff.

The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however affordable for-sale units may feature different interior amenities than those of market-rate for-sale units.

It is the City's preference that the methodology to best meet the for-sale affordability requirement is through the payment of in-lieu fees.

- The payment of fees provides greater certainty to the city and applicant in defining the affordability obligation;
- Allows the City to focus resources on individuals and households with the greatest need;
- Allows the City the ability to support housing needs independent of State and Federal subsidies and to reduce program administration burdens; and
- Allows the City to support those projects that best meet compact development goals, that use land and resources most efficiently, concentrates activity close to infrastructure, amenities and other community resources.

Fees collected in-lieu of providing the required ten percent (10%) low-income single family units may be utilized at the City's discretion to support eligible affordable housing projects city-wide as determined by the City Council. The fee has been set at a sliding scale based on land use density and is based on the approximately \$51,000 per unit average historical required rental subsidy per unit. Within each land use category the subsidy per required affordable low- income unit is as follows:

|     |                   |
|-----|-------------------|
| R-4 | \$50,000 per unit |
| R-5 | \$40,000 per unit |
| R-8 | \$30,000 per unit |

However, as this project has a previous approval, the applicant has indicated a willingness to work with staff to allow the consideration for the payment of in-lieu fees as provided in the following language (Attachment 4, Section 4.8):

4.8 Affordable Housing Single Family In-Lieu Fee. CITY and OWNER have agreed that the OWNER shall either elect prior to each final map, to enter into an Inclusionary Housing Agreement as set forth in the December 2007 Spring Lake Affordable Housing Plan, or, at the OWNER's option, elect to pay an affordable housing in-lieu fee not to exceed \$30,000 per affordable unit. This project requires 19 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3. The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been met (see discussion in the February 3, 2015 City Council staff report.

*Cul-de-Sac Calculation* - Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. The proposed subdivision provides 4.8 percent cul-de-sac.

*Block length* - Development Regulation 2.34 and Table 2.4 lists the maximum block length as 600 feet with the goal of 10 homes on one side of the street. The overall street length on "A" Street is approximately 1,200 feet. This is due to the project constraint of being located adjacent to the SR 113 to the west. In order to mitigate for the extended block length on the west side of Street "A", a condition of approval has been added to state that, *the home designs along Street "A" shall be designed to have significant variability in terms of front setback, mix of one and two-story, and building architectural frontage design. All homes along this stretch from extending from lot 174 to 196 shall have either a full usable front porch or a separated front patio extension with low walls.*

*Street Loading* - Development Regulation 2.31 requires homes to face a local residential street, two-lane collector, court or private street. Only the rear or side property lines may abut arterials and only side or front of units may abut collectors or greenbelts. The project design as proposed meets these requirements.

*Lot Width Variation* - Development Regulation 2.35.5 requires lot width variation. The intent of this regulation is to provide variation within a subdivision block. Lots in the subdivision vary from 40 to 90 feet with an average of 52 feet.

*Entry Sign* - Per the Spring Lake Design Standards 1.6.2, the applicant has been conditioned to provide a neighborhood entry sign at the corner of "D" Street and Harry Lorenzo Avenue. An alternative second entry sign location (upon review and approval by the Community Development Director), may be located at the southeast corner of Lot F.

*Bicycle / Pedestrian Access* - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. Subdivision trails are internal trails required to improve pedestrian and bicycle circulation and provide increased connectivity to the planned SLSP multi-purpose trail system. They also act as separators between homes on blocks that contain more than 10 homes in a row. Subdivision trails are required to be a minimum of 25 feet in width and landscaped. The project contains subdivision trails (Lots D and E) to provide access from Harry Lorenzo Avenue internal to the site.

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

Regarding the second trigger, the first neighborhood park is triggered by the issuance of a building permit for the 650<sup>th</sup> dwelling unit equivalent (DUE), the second neighborhood park is triggered by the 1,950<sup>th</sup> unit, and the third neighborhood park is triggered by the 3,250<sup>th</sup> unit. Park construction is subsequently required to be completed within 15 months. Each single-family unit is equivalent to 1 DUE and multi-family units are equivalent to 0.66 DUE. Number of permits issued to date are 1,895 single family and 827 multi-family, or a



DUE amount equivalent to 2,440 DUE units. An additional 810 building permits will be required to trigger the park construction assuming the Cal West N1 Park will be the third neighborhood park constructed. However, staff is aware of Spring Lake residents' concerns regarding the timing of park improvements within the community. Acknowledging residents' desire to see park improvements completed in the near term, the amended Development Agreement sets forth obligations of the owner to develop a portion of the N1, 8 acre park site with the first phase of project development as follows:

1. The owner shall fund the creation of a Park Improvement Master Plan for the entire 8 acre N1 park site. The Park Improvement Master Plan shall define the design of the N1 park improvements sufficient to determine the location of the permanent play structure within the first two acres to be built and other anticipated future park improvements.
2. Prior to approval of the first final map for the Phase I development, the owner and city shall negotiate and execute a Purchase and Sale Agreement (PSA) that will provide for the purchase by city of the N1 Park.
3. Prior to issuance of the fiftieth (50<sup>th</sup>) building permit issued for the Cal West project, the owner shall commence construction of 2 acres of the 8-acre park. Such construction shall include at a minimum irrigation and turf and installation of a play structure consistent with the Park Improvement Master Plan.
4. After the city issues a Notice of Completion for the N1 park initial 2 acre improvements, the owner shall transfer ownership of the entire N1 Park property to the city pursuant to the terms of the Purchase and Sale Agreement.

Improvements to the remaining 6 acres of park are at the discretion of the City and subject to availability of sufficient Spring Lake Park SLIF fees to complete construction of the remaining improvements.

*Energy Efficiency* - The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25 which requires that five (5%) percent of all units to have roof photovoltaic energy systems or other alternative energy system. The project has been conditioned such that all homes shall be photovoltaic ready and have electric vehicle charging outlets in every garage on a dedicated circuit.

*Water Conservation Ordinance* - The project shall comply with the State Water Conservation Ordinance. This applies to all yard and public landscaping.

*Residential Fencing* - All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining.

*Freeway Sound Wall* - A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be at least 10 feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot "A" and shall be a minimum of 15-

feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase III final map, including the portion of the wall adjacent Phase IV development. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review prior to issuance of permits. Landscape and sound wall will need to be secured by a bond and are included in the public improvements and are eligible for SLIF fee credits.

Building Unit Allocation Program - In order to ensure that the City will maintain an average annual growth rate of 1.7 percent citywide and still meet development needs, the SLSP required the development of a Unit Allocation Program (SLSP, page 8-3). The Building Unit Allocation (BUA) Ordinance was adopted April 16, 2002 and was subsequently amended on March 19, 2013. In accordance with the Ordinance revision, the applicant will be required to submit a request for BUAs prior to issuance of final maps. 206 BUAs will be required for market rate single family units.

Agricultural Land Mitigation Program and Hawk Mitigation Requirements. Pursuant to the SLSP Agricultural Land Mitigation Program, CEQA Mitigation Monitoring Plan, and Settlement Agreement, the applicant must preserve ±44.97 acres of equivalent agricultural land and Swainson hawk foraging land in an area proximate to the SLSP.

Mitigation Monitoring Plan. The SLSP MMP is contained in Appendix A of the SLSP. As conditioned, the subject project is consistent with all requirements of the Mitigation Monitoring Program.

Consistency with Other Land Use Plans. The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

### **Zoning Ordinance Consistency**

*Lot Coverage* - The maximum lot coverage is 50 percent.

*Off Street Parking* - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio is 2 parking spaces per unit. The proposed parking must conform to minimum standards. Lots with second units must comply with SLSP Design Standard 2.10e, which requires 2 additional parking spaces.

**The proposed project as conditioned is consistent with the City's Zoning Ordinance.**

### **Subdivision Ordinance Consistency**

#### Phasing

The subject property is comprised of three parcels totaling 44.97 gross acres. The applicant proposes to develop the property in four phases. As depicted in the attached subdivision map, Phase I is 11.45 net acres and 74 single family units (6.46 dwelling units per acre, "du/ac"). Phase II is 11.02 net acres and 68 single family units (6.17 du/ac net of Lot "B"). Phase III is 7.20 net acres and 48 single family units (6.67 du/ac). Phase IV is 6.03 net acres and 35 single family units (5.80 du/ac). This map will provide for an overall density at the lower

end of the range allowed under the R-8 category (6 to 8 dwelling units per acre). Phases I through IV will have a combined density of 6.30 dwelling units per acre with a total of 225 single family units.

The “Remainder” 7.55 acre park parcel shall be partially constructed (a minimum of 2 acres, including irrigation, turf and a play structure consistent with a Park Improvement Master Plan) with construction of Phase I of the map.

#### Lot Development

Lot widths range from 40 to 90 feet with an average 52-foot lot width. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 40 foot minimum lot width. Lot widths are measured at a point midway between the front and rear property lines. Lot depths range from 74 to 148 feet with an average 90 foot lot depth. The proposed 225, R-8 lots range in size from 3,400 square feet to 9,854 square feet with an average of 4,857 square feet.

#### Circulation

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

Primary access to the subdivision is proposed at Harry Lorenzo Avenue which has a right of way width of 70.9 to 72-foot right-of-way and new east/west streets “D” and “F.” These streets would meet the standard SLSP 57 -foot right-of-way.

#### Infrastructure Master Plans

The approved SLSP Infrastructure Study Report satisfies the SLSP requirements for Water, Drainage, and Sewer Infrastructure Plans.

**The project as conditioned is consistent with the City’s Subdivision Ordinance.**

#### Recommendation

Staff recommends approval of the project by making an affirmative motion as follows:

- 1) Receive the staff report;
- 2) Conduct the public hearing;
- 3) Adopt Resolution No. PC15-\_\_\_\_\_, recommending City Council: 1) approve the Cal West Tentative Subdivision Map No. 5057 (**Attachment 2**) in accordance with the Conditions of Approval; and 2) adopt Ordinance No. \_\_\_\_\_, authorizing the Second Amendment to the Project Development Agreement

between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland (**Attachment 3**).

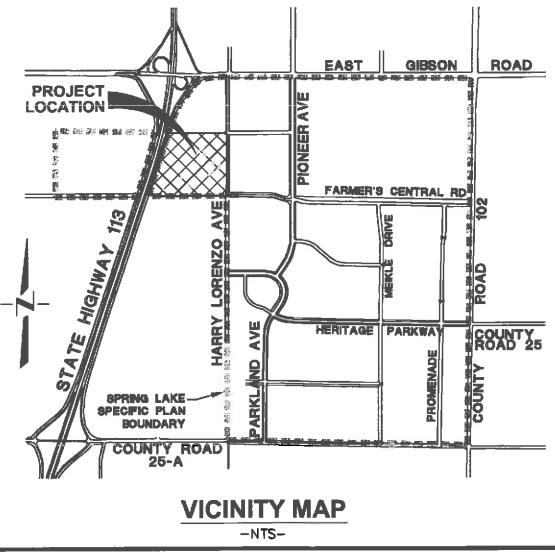
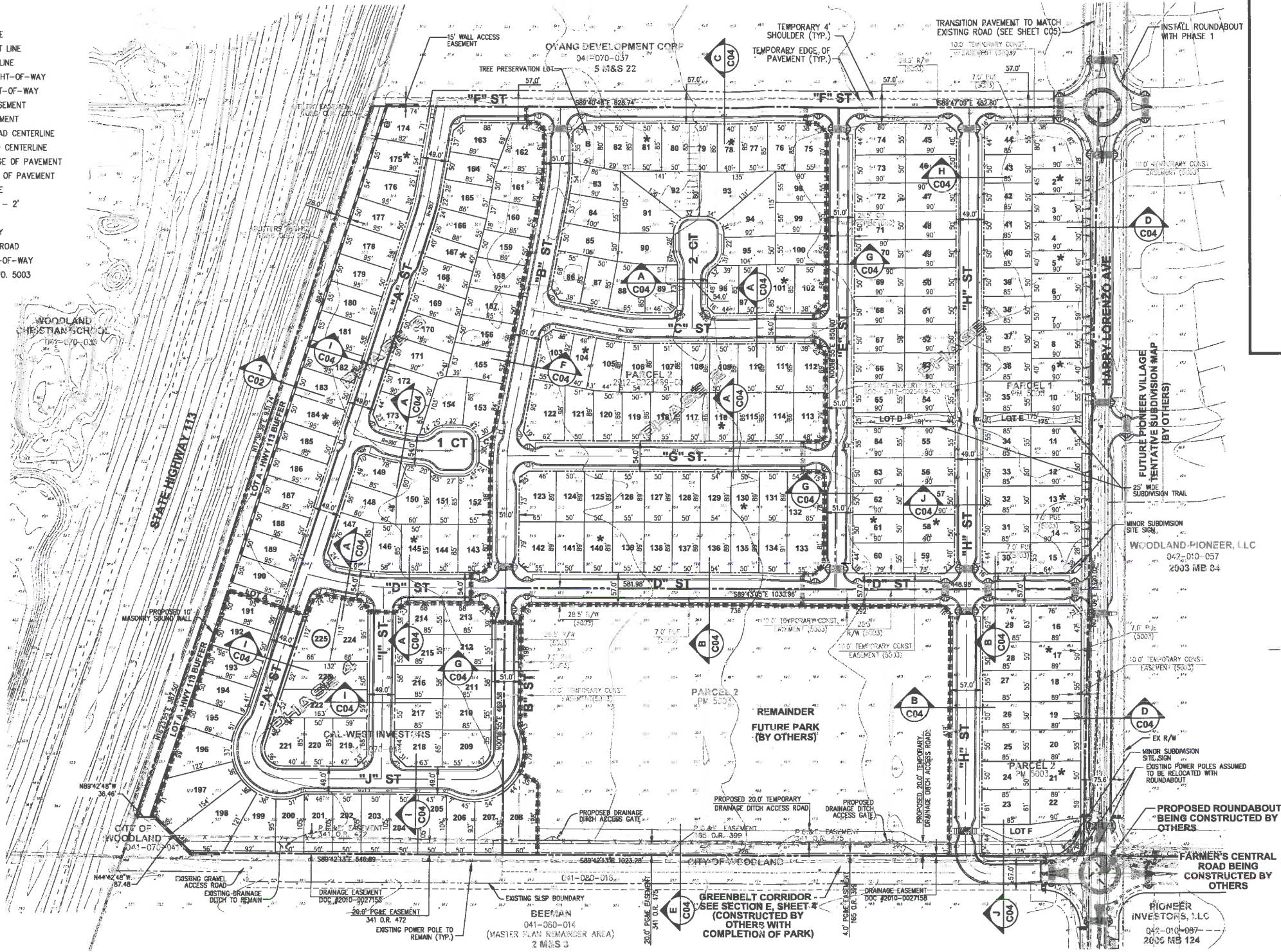
**Attachments:**

1. Planning Commission Resolution
2. Exhibit A - Tentative Subdivision Map No. 5075 (TSM 5075)
3. Exhibit B - City Council Ordinance
4. Exhibit 1 - Second Amendment to the Development Agreement
5. Exhibit C - TSM 5075 Conditions of Approval
6. General Application Form and Project Justification Statement
7. Amended and Restatement Development Agreement (2013)
8. First Amendment to the Development Agreement (2015)



# 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 - 2'         |
|  | PHASE LINE                |
|  | SITE BOUNDARY             |
|  | EXISTING DIRT ROAD        |
|  | FUTURE RIGHT-OF-WAY       |
|  | PARCEL MAP NO. 5003       |



## GENERAL NOTES

**OWNER / DEVELOPER:**  
 CAL WEST INVESTORS  
 173 COURT STREET, SUITE D  
 WOODLAND, CA 95695  
 (530) 668-4056

**OPTIMISTIC PARTNERS**  
 1949 FIFTH STREET, SUITE 108  
 DAVIS, CA 95616  
 (530) 753-2829

**CIVIL ENGINEER:**  
 STEVE GREENFIELD ROE C50880  
 CUNNINGHAM ENGINEERING  
 2940 SPAFFORD STREET  
 DAVIS, CALIFORNIA 95618  
 (530) 758-2026

**PARCEL NUMBERS and APN's:**  
 PARCEL 1 OF DOC. 2012-0025469-00:  
 APN: 041-070-051  
 PARCEL 1 OF PM 5003:  
 APN: 041-070-054  
 PARCEL 2 OF PM 5003:  
 APN: 041-070-055

**AREA:**  
 44.97 ACRES

**EXISTING ZONING:**  
 SLSP-PZ-SF, OS

**PROPOSED ZONING:**  
 SLSP-SF, OS

**EXISTING LAND USE:**  
 MEDIUM-LOW DENSITY RESIDENTIAL

**PROPOSED LAND USE:**  
 MEDIUM-LOW DENSITY RESIDENTIAL

**FLOOD ZONE DESIGNATION:**  
 ZONE "X"

**DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:**  
 CITY OF WOODLAND

**ELECTRICITY & GAS:**  
 PG & E

**CABLE TELEVISION:**  
 CHARTER COMMUNICATIONS

- NOTES:**
- THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND. STREET NAMES NOT DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
  - ALL EXISTING TREES TO BE REMOVED EXCEPT FOR 36" OAK TREE IN LOT "B" AND 48" OAK ACROSS "F" STREET FROM LOT "B" (SEE SHEET C02).
  - THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
  - THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

## PROJECT PHASING

- THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.

## SECOND UNITS

- 10% (23 UNITS) OF THE R-8 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION.

## LOT SIZES

- 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

- R-8 AREA - AFFORDABLE HOUSING REQUIRED FOR THIS MAP IS 10% OF THE PHASE 1-3 UNITS. 190 UNITS x 10% = 19 UNITS. AFFORDABLE HOUSING REQUIREMENT FOR PHASE 4 HAS PREVIOUSLY BEEN MET.
- ALL AFFORDABLE UNITS SHOWN ON THIS MAP ARE INDICATED WITH "A".

## LAND USE SUMMARY

| USE                           | AREA (NET)  | AREA (GROSS) | # UNITS | DENSITY NET  |
|-------------------------------|-------------|--------------|---------|--------------|
| R-8 (PHASE 1-4)               | (35.70 AC.) | (44.97 AC.)  | (225)   | (6.30 du/ac) |
| PHASE 1                       | 11.45 AC.   | 14.20 AC.    | 74      | 6.46 du/ac   |
| PHASE 2                       | 11.02 AC.   | 11.12 AC.    | 68      | 6.17 du/ac   |
| PHASE 3                       | 7.20 AC.    | 7.80 AC.     | 48      | 6.67 du/ac   |
| PHASE 4                       | 6.03 AC.    | 6.30 AC.     | 35      | 5.80 du/ac   |
| PARK***                       | 7.55 AC.    | 7.55 AC.     | -       | -            |
| LOT A (HIGHWAY BUFFER)        | 0.88 AC.    | -            | -       | -            |
| LOT B (TREE PRESERVATION LOT) | 0.09 AC.    | -            | -       | -            |
| LOT F (GREENBELT)             | 0.21 AC.    | -            | -       | -            |
| TOTALS:                       | 44.43 AC.   | 44.97 AC.    | 225     | -            |

\*GROSS ACREAGE INCLUDES 0.54 ACRES OF PREVIOUSLY DEDICATED HARRY LORENZO AVENUE RIGHT-OF-WAY.  
 \*\*PHASE 2 DENSITY IS NET OF LOT B.  
 \*\*\*GROSS PARK AND GREENBELT ACREAGE = 8.39 ACRES INCLUDING PORTIONS ON ADJACENT CITY OF WOODLAND PROPERTY.

## LAND USE COMPARISON CHART

| PHASE          | EXISTING SPECIFIC PLAN |           |         | DENSITY PERMITTED (BASED ON NET ACREAGE) | PROPOSED TENTATIVE SUBDIVISION MAP |           |         |
|----------------|------------------------|-----------|---------|------------------------------------------|------------------------------------|-----------|---------|
|                | USE                    | NET AREA  | # UNITS |                                          | USE                                | NET AREA  | # UNITS |
| PHASES 1/2/3/4 | R-8                    | 35.70 AC. | 225     | 216 - 288 LOTS                           | R-8                                | 35.89 AC. | 225     |
| LOT B          | R-8                    | 0.09 AC.  |         |                                          | TREE PRESERVATION                  | 0.09 AC.  | 0       |
| LOT F          | R-8                    | 0.21 AC.  |         |                                          | GREENBELT                          | 0.21 AC.  | 0       |
| LOT A          | R-8                    | 0.88 AC.  | 6       | 6-7                                      | HIGHWAY BUFFER                     | 0.88 AC.  | 0       |
| TOTALS:        |                        | 36.88 AC. | 231     |                                          |                                    | 36.88 AC. | 225     |

## INTERSECTION CURB RADII TABLE

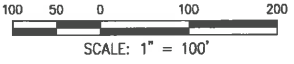
| INTERSECTION TYPE      | MINIMUM RADIUS AT FACE OF CURB |
|------------------------|--------------------------------|
| LOCAL TO LOCAL         | 25'                            |
| LOCAL TO COLLECTOR     | 30'                            |
| COLLECTOR TO COLLECTOR | 35'                            |
| COLLECTOR TO ARTERIAL  | 55'                            |
| ARTERIAL TO ARTERIAL   | 35'                            |

## SHEET INDEX

|                           |     |
|---------------------------|-----|
| STREET & LOTTING PLAN     | C01 |
| GRADING AND DRAINAGE PLAN | C02 |
| WATER & SEWER PLAN        | C03 |
| SECTIONS                  | C04 |
| DETAILS                   | C05 |

## PUBLIC / QUASI PUBLIC LOT SUMMARY

|          |                                                                                 |
|----------|---------------------------------------------------------------------------------|
| LOT A    | LOT TO BE DEDICATED TO CITY FOR HWY 113 BUFFER AND WALL/TREE MAINTENANCE ACCESS |
| LOT B    | TREE PRESERVATION LOT                                                           |
| LOTS C-E | SUBDIVISION TRAIL CORRIDORS                                                     |
| LOT F    | GREENBELT                                                                       |



DESIGNED BY: SG/AB  
 DRAWN BY: LE/AB  
 CHECKED BY: SG  
 SCALE: AS SHOWN

NO. DATE

REVISIONS

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CUNNINGHAM ENGINEERS

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 2940 Spafford Street, Suite 108  
 Davis, CA 95616  
 (530) 758-2026

Project Planning & Civil Engineering & Landscape Architecture  
 Sacramento Office  
 2120 20th Street, Suite Three  
 Sacramento, CA 95818  
 (916) 455-2026

CITY OF WOODLAND

CALIFORNIA

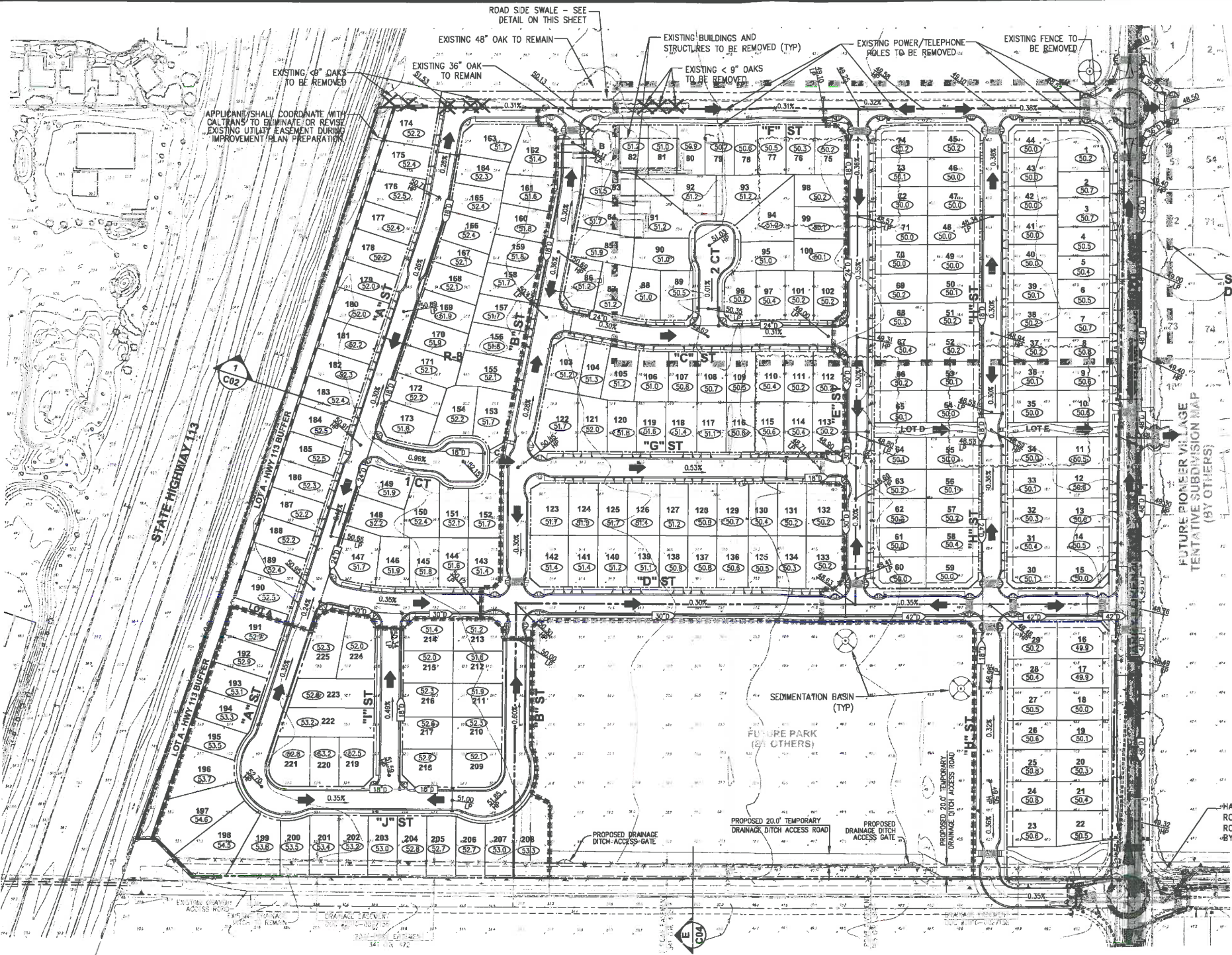
SPRING LAKE SPECIFIC PLAN  
 CAL WEST  
 TENTATIVE SUBDIVISION MAP NO. 5075  
 STREET AND LOTTING PLAN

SHEET  
**C01**  
 OF  
**5**

DATE: 03/02/2015

JOB NO: 905.43





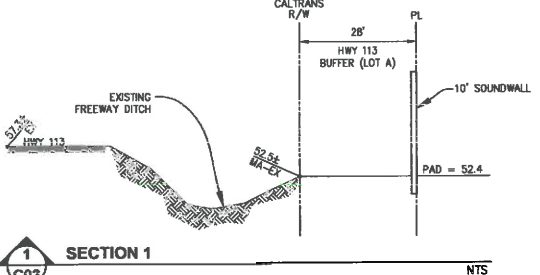
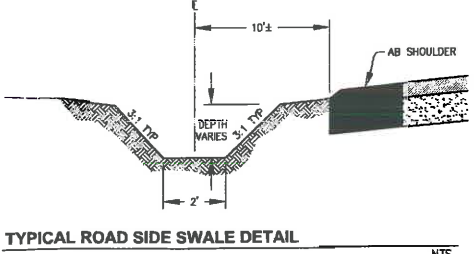
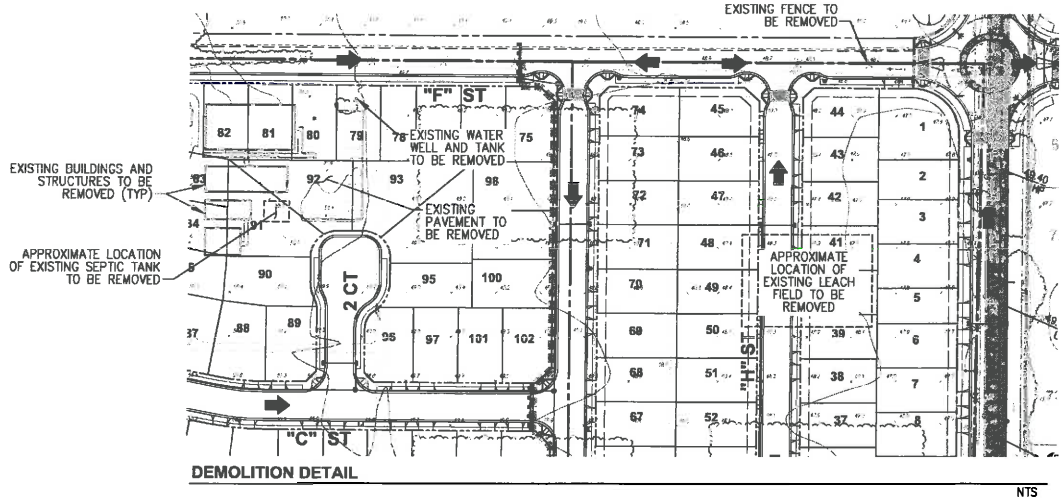
- LEGEND**
- ORIGINAL GRADE
  - PAD GRADE
  - LOT NUMBER
  - PROPOSED STREET GRADE AND DIRECTION
  - FINISH GRADE ELEVATION
  - EXISTING STORM DRAIN INLET
  - EXISTING STORM DRAIN MANHOLE
  - PROPOSED STORM DRAIN INLET
  - PROPOSED STORM DRAIN JUNCTION BOX
  - PROPOSED SEDIMENT BASIN INLET
  - PROPOSED STORM DRAIN MANHOLE
  - EXISTING STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
  - PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
  - DIRECTION OF DRAINAGE OVERLAND RELEASE
  - EXISTING TREE TO BE REMOVED

**ABBREVIATIONS:**

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

- NOTES:**
- THIS PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED TO DEPICT PROPOSED GRADING AND DRAINAGE CONCEPTS AS REQUIRED FOR THE DESIGN REVIEW PROCESS. ACTUAL FINAL DESIGN MAY VARY FROM THAT SHOWN HEREON AS THE DESIGN PROCESS PROGRESSES.
  - PIPE SIZES SHOWN ARE ESTIMATES ONLY. SIZES AND LOCATIONS MAY CHANGE DURING FINAL DESIGN.
  - ALL DRAIN PIPES ARE 18" DIAMETER WHERE NOT LABELED.

HARRY LORENZO AVENUE AND FARMERS CENTRAL ROAD IMPROVEMENTS SHOWN DASHED (INCLUDING ROUNDABOUT) ARE CURRENTLY BEING CONSTRUCTED BY LENNAR FOR THE HEDRICK RANCH SUBDIVISION



SCALE: 1" = 100'

**SPRING LAKE SPECIFIC PLAN**  
**CAL WEST**  
**TENTATIVE SUBDIVISION MAP NO. 5075**  
**GRADING AND DRAINAGE PLAN**  
CITY OF WOODLAND CALIFORNIA

SHEET  
**C02**  
OF  
**5**

DATE: 03/02/2015  
JOB NO: 905.43

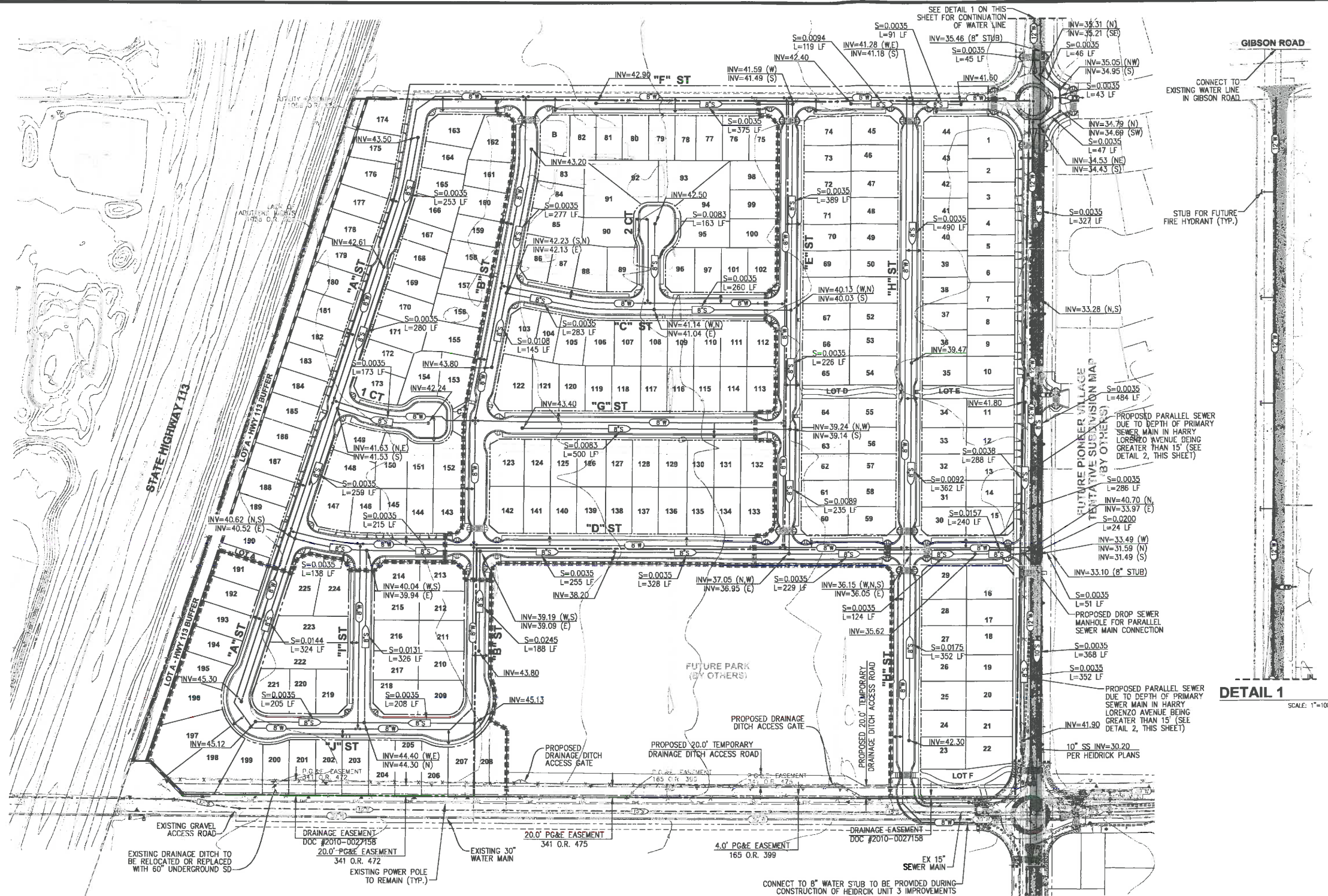
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DRAWN BY: LE/AB  
CHECKED BY: SC  
SCALE: AS SHOWN

APPROVED: [Signature]  
BY: [Signature]  
REVISIONS: [Table]  
DATE: [Table]  
NO. [Table]

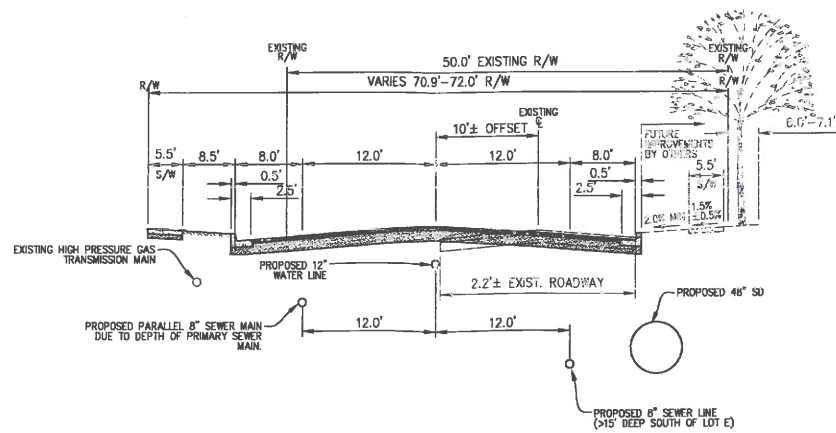
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Sacramento Office: 2120 20th Street, Suite Three, Sacramento, CA 95818, (916) 455-2026

**CUNNINGHAM ENGINEERS**





**DETAIL 1**  
SCALE: 1"=100'



**DETAIL 2: PARALLEL SEWER DETAIL**  
SCALE: N.T.S.

**LEGEND**

- |            |                                                         |
|------------|---------------------------------------------------------|
| <b>204</b> | <b>LOT NUMBER</b>                                       |
|            | <b>EXISTING WATER PIPE AND SIZE</b>                     |
|            | <b>PROPOSED WATER PIPE AND SIZE</b>                     |
|            | <b>EXISTING FIRE HYDRANT ASSEMBLY</b>                   |
|            | <b>PROPOSED FIRE HYDRANT ASSEMBLY</b>                   |
|            | <b>EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW</b> |
|            | <b>PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW</b> |
|            | <b>EXISTING SEWER MANHOLE</b>                           |
|            | <b>PROPOSED SEWER MANHOLE</b>                           |
| INV=35.10  | <b>PROPOSED SEWER INVERT ELEVATION</b>                  |
| S=0.0035   | <b>PROPOSED SEWER PIPE SLOPE</b>                        |

**NOTES:**

THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND. STREET NAMES NOT DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.

THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.

THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

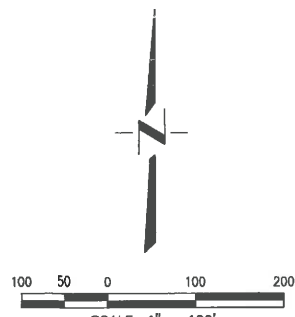
**SPRING LAKE SPECIFIC PLAN  
CAL WEST  
TENTATIVE SUBDIVISION MAP NO. 5075  
WATER AND SEWER PLAN**

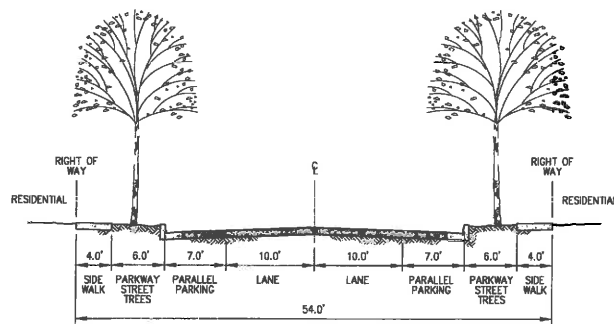
SHEET  
**C03**  
OF  
**5**  
DATE: 03/02/2015  
JOB NO: 905.43

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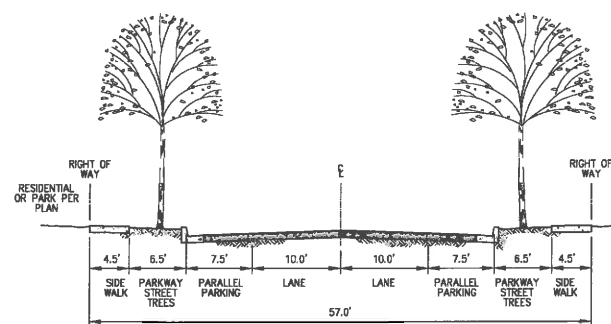
**CUNNINGHAM ENGINEERS**  
CALIFORNIA

DESIGNED BY SC/AB  
DRAWN BY LE/AB  
CHECKED BY SC  
SCALE  
AS SHOWN

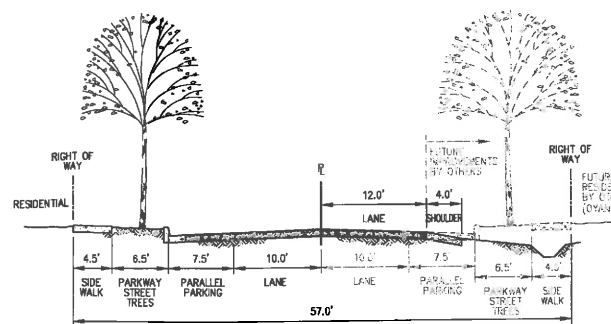




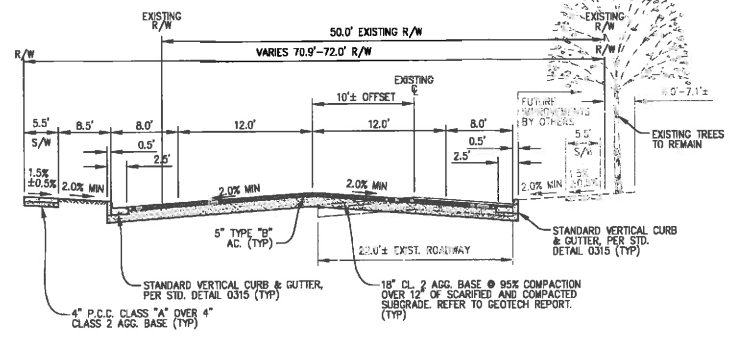
**A C01**  
54' LOCAL STREET  
PHASE 2  
"2" COURT  
"C" STREET  
"G" STREET  
PHASE 3  
"1" COURT  
"D" STREET (WEST OF "B" STREET)



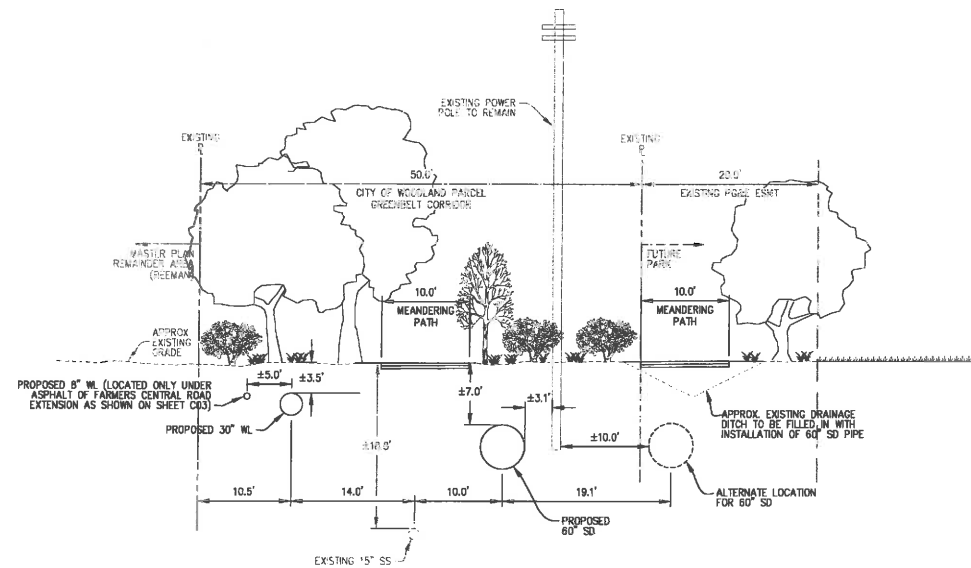
**B C01**  
57' LOCAL STREET  
PHASE 1  
"D" STREET (BETWEEN HARRY LORENZO AND "E" STREET)  
"H" STREET (SOUTH OF "D" STREET)  
PHASE 2  
"D" STREET (BETWEEN "B" STREET AND "E" STREET)  
PHASE 3  
"D" STREET (BETWEEN "A" STREET AND "B" STREET)



**C C01**  
57' LOCAL STREET  
PHASE 1  
"F" STREET (BETWEEN HARRY LORENZO AND "E" STREET)  
PHASE 2  
"F" STREET (BETWEEN "B" STREET AND "E" STREET)  
PHASE 3  
"F" STREET (BETWEEN "A" STREET AND "B" STREET)

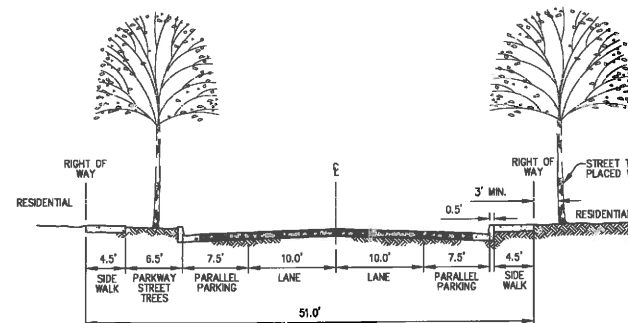


**D C01**  
HARRY LORENZO AVENUE  
PHASE 1  
BETWEEN "F" STREET AND FARMERS CENTRAL ROAD

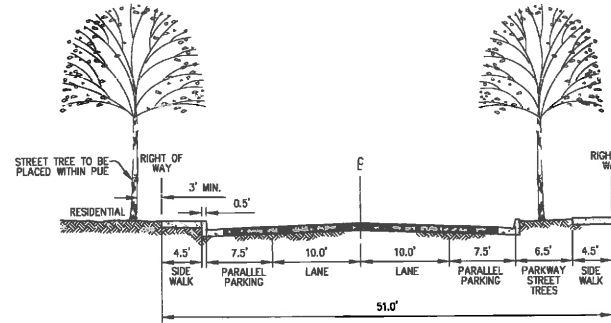


NOTE: THE INTENT IS FOR ONE MEANDERING PATH TO BE CONCRETE AND THE OTHER TO BE DECOMPOSED GRANITE OR AGGREGATE BASE. CITY TO DETERMINE WHICH PATH IS COMPOSED OF WHICH MATERIAL.

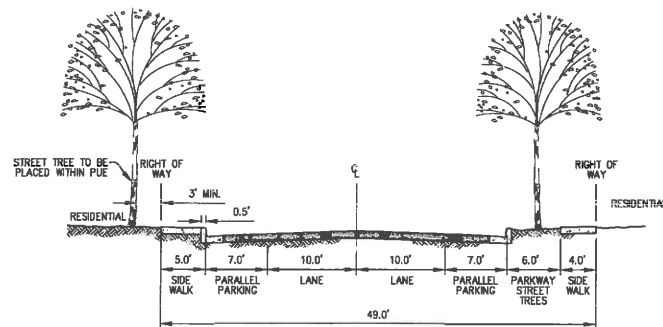
**E C01**  
FUTURE GREENBELT CORRIDOR  
TO BE CONSTRUCTED WITH PARK



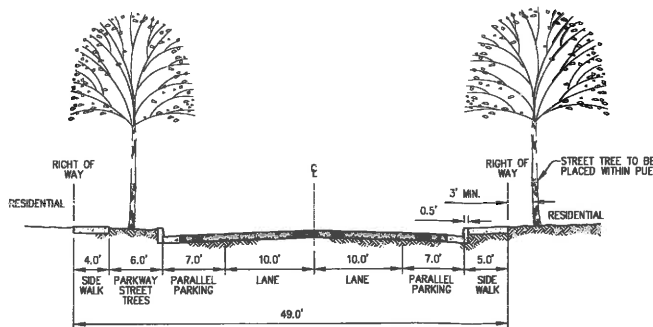
**F C01**  
51' LOCAL STREET  
PHASE 2  
"B" STREET (NORTH OF "D" STREET)



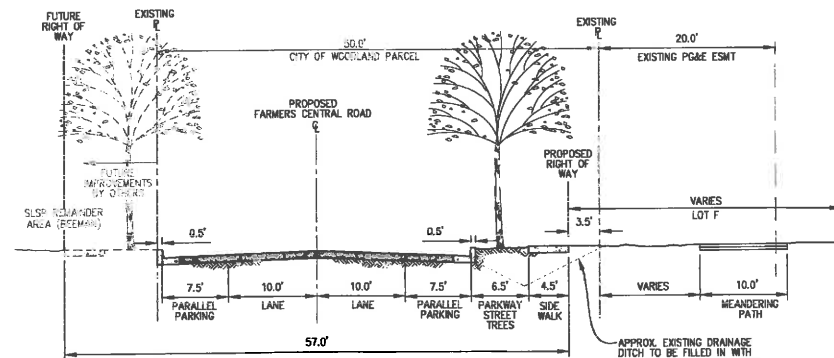
**G C01**  
51' LOCAL STREET  
PHASE 1  
"E" STREET  
PHASE 4  
"B" STREET (SOUTH OF "D" STREET)



**H C01**  
49' LOCAL STREET  
PHASE 1  
"H" STREET (NORTH OF "D" STREET)



**I C01**  
49' LOCAL STREET  
PHASE 3  
"A" STREET (NORTH OF "D" STREET)  
PHASE 4  
"A" STREET (SOUTH OF "D" STREET)  
"I" STREET  
"J" STREET



**J C01**  
FARMERS CENTRAL ROAD EXTENSION  
PHASE 1  
BETWEEN "H" STREET AND FARMERS CENTRAL ROAD INCLUDING LOT "F", GREENBELT

SPRING LAKE SPECIFIC PLAN  
CAL WEST  
TENTATIVE SUBDIVISION MAP NO. 5075  
SECTIONS

SHEET  
**C04**  
OF  
**5**  
DATE: 03/02/2015  
JOB NO: 905.43

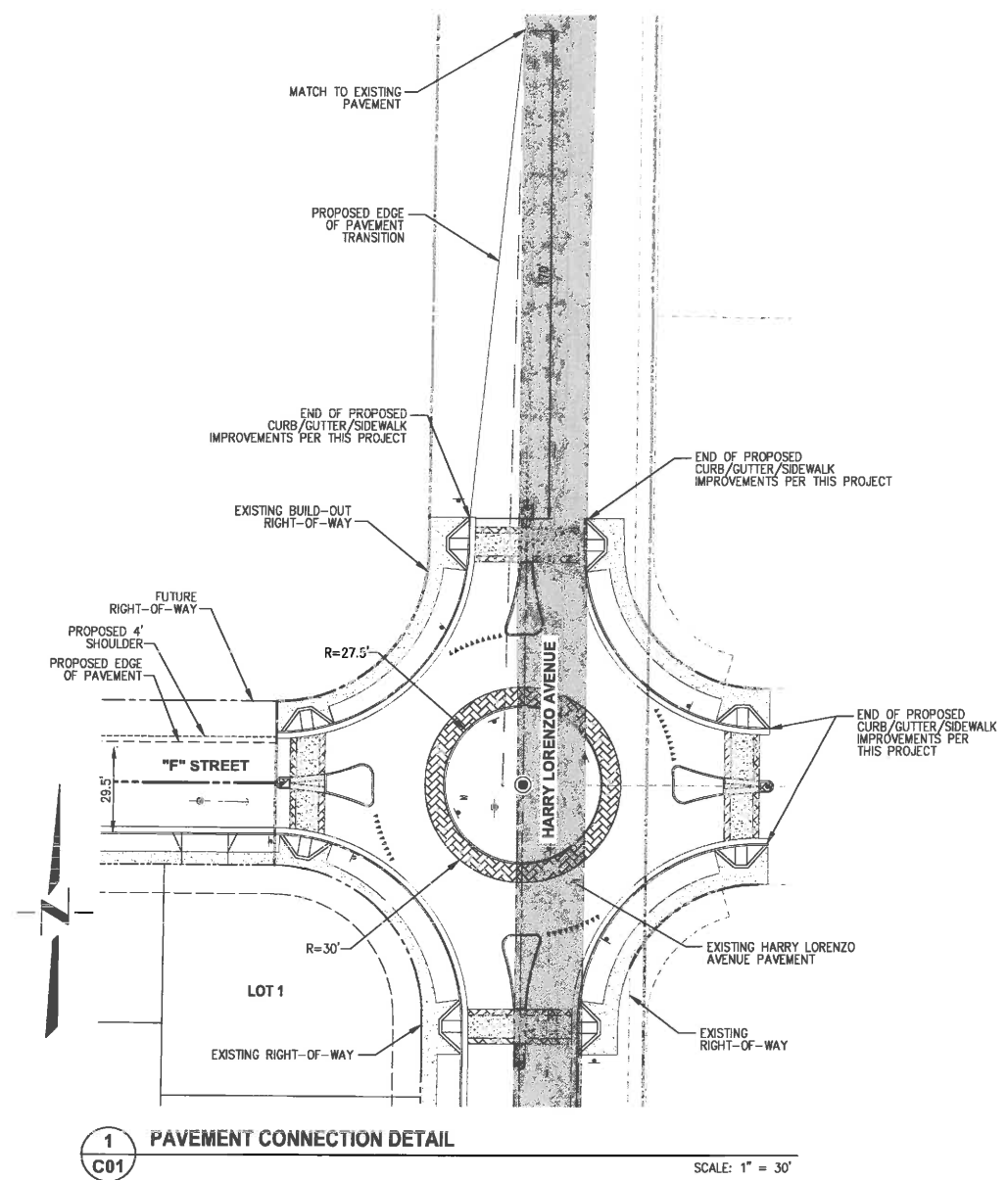
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Sacramento, CA 95818  
(916) 455-2026



CITY OF WOODLAND

CALIFORNIA





1  
C01 PAVEMENT CONNECTION DETAIL  
SCALE: 1" = 30'

|             |       |             |  |     |      |           |    |       |             |       |
|-------------|-------|-------------|--|-----|------|-----------|----|-------|-------------|-------|
| DESIGNED BY | SG/AB | APPROVED BY |  | NO. | DATE | REVISIONS | BY | APPD. | DESIGNED BY | SG/AB |
| DRAWN BY    | LE/AB |             |  |     |      |           |    |       | DRAWN BY    | LE/AB |
| CHECKED BY  | SG    |             |  |     |      |           |    |       | CHECKED BY  | SG    |
| SCALE       |       |             |  |     |      |           |    |       | AS SHOWN    |       |

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2940 Spafford Street, Suite 200  
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(530) 455-2026

SPRING LAKE SPECIFIC PLAN  
CAL WEST  
TENTATIVE SUBDIVISION MAP NO. 5075  
DETAILS

CITY OF WOODLAND

CALIFORNIA

SHEET  
C05  
OF  
5

DATE: 02/12/2015

JOB NO: 905.43

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC TO USE AND DEVELOP THE CAL WEST PROJECT SITE LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA**

**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**, Cal West Investors, LLC and Optimistic Partners, LLC (collectively “Developer”) together propose to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Second 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”); and

**WHEREAS**, City and Cal West Investors, LLC and Optimistic Partners, LLC previously entered into that certain Amended and Restated Development Agreement on or around September 3, 2013 and then subsequently amended that agreement on or around \_\_April 7, 2015, and now desire to enter into this Second Amendment to the Development Agreement to amend certain conditions for Tentative Subdivision Map Number 5075, the Second Amendment is attached hereto as Exhibit “1” 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 Second 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 Second 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 Second 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 Second Amendment to 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 approval of both the Tentative Subdivision Map #5075 for the Cal West Project Site and the Second Amendment to the Development Agreement; and

**WHEREAS**, on May 5, 2015, 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 Second Amendment to the Development Agreement were heard and at which time the Second Amendment to the Development Agreement was comprehensively reviewed; and

**WHEREAS**, on May 5, 2015, 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.*, the proposed Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #11 approved February 3, 2015 pertaining to the rezoning of certain portions of the project site; and

**WHEREAS**, the terms and conditions of the Second Amendment to the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, 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 Second Amendment to the

Development Agreement; (ii) the Second Amendment to the Development Agreement is consistent with the General Plan and SLSP; (iii) the Second Amendment to the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Second Amendment to the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Second 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 Second 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 Second 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 Second 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 Second Amendment to the Development Agreement because, the project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Second Amendment to the Development Agreement, or a Memorandum of 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 \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Tom Stallard, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Kara K. Ueda, City Attorney

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

**Exhibit “1” – Second Amendment to Development Agreement**

## **EXHIBIT 1**

**[Second Amendment to Development Agreement]**

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. \_\_\_\_\_  
BETWEEN CITY OF WOODLAND AND CAL WEST INVESTORS, LLC AND  
OPTIMISTIC PARTNERS, LLC**

This Second Amendment to Development Agreement (hereinafter “Amendment”) is entered into effective on the date it, or a Memorandum of Agreement, 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 Cal West Investors, LLC and Optimistic Partners, LLC (hereinafter together “OWNER”) pursuant to Government Code section 65864 *et seq.* and in light of the following recitals:

RECITALS

WHEREAS, CITY and Cal West Investors, LLC and Optimistic Partners, LLC, previously entered into that certain Amended and Restated Development Agreement (“Agreement”) as adopted by the City Council on September 3, 2013, and pursuant to Government Code section 65864 *et seq.* for the development of a certain project described in the Agreement (“Project”); and

WHEREAS, CITY and Cal West Investors, LLC and Optimistic Partners, LLC, previously entered into that certain First Amendment to the Development Agreement as adopted by the City Council on April 7, 2015, and pursuant to Government Code section 65864 *et seq.* for the Project; and

WHEREAS, CITY and OWNER now wish to amend the Agreement in order to subdivide approximately 44.97 acres of the Cal West project site (the “Premises,” as further described in **Exhibit 1**, attached hereto and incorporated herein), with Yolo County Assessor Parcel Numbers 041-070-051-000, 041-070-054-000 and 041-070-055-000, 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 subsequent 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 CITY and delivered to OWNER; and (iv) the Amendment, or a Memorandum of Agreement, has been recorded with Yolo County (the "Effective Date").

2. Amendment of Section 3.1.2. Section 3.1.2 of the Agreement is hereby amended to read as follows, with text shown in strikethrough for deletions and double underline for new text:

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 5075 4991, ~~and the 8 acre park ("Remainder" parcel), the 5.89 acre R-8 site (shown as "Remainder Parcel" in TSM # 4991), the 2 acre R-8 site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, and the 8 acre park parcel.~~ The TSM # 50754991 results in 225176 R-8 units. ~~The remaining R-8 parcels are zoned for a possible 49 additional units (the "Rezone Property").~~

3. Amendment of Section 4.8. Section 4.8 of the Agreement is hereby deleted in its entirety and replaced with the following Section 4.8:

4.8 Affordable Housing Single Family In-Lieu Fee. CITY and OWNER have agreed that the OWNER shall either elect prior to each final map, to enter into an Inclusionary Housing Agreement as for forth in the December 2007 Spring Lake Affordable Housing Plan, or, at the OWNER's option, elect to pay an affordable housing in-lieu fee of \$30,000 per required affordable unit. This project requires 19 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3. The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been met (see discussion in the February 3, 2015 City Council staff report).

4. Amendment of Exhibit "C" of the Agreement. Exhibit C of the Agreement is hereby amended to amend the conditions of approval for the Project. Exhibit "C" of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit "C,"** attached hereto and incorporated by this reference.

5. 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 be 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. Effect of Amendment. Except as expressly modified by this Amendment, the Development Agreement shall continue in full force and effect according to its terms and conditions, and CITY and OWNER hereby ratify and affirm all of their respective rights and obligations under the Development Agreement.

[Remainder of page intentionally left blank. Signatures on following page.]

i. 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 Second Amendment to Development Agreement on the day and year set forth below.

Cal West Investors LLC

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

Optimistic Partners LLC

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

CITY OF WOODLAND

By: \_\_\_\_\_  
Tom Stallard, Mayor

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

ATTEST:

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Kara K. Ueda, City Attorney

**EXHIBIT 1**

**Assessor Parcel Map and Legal Description**

**EXHIBIT C**

**CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT**

**TENTATIVE SUBDIVISION MAP #5057**

**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**

Cal West Area Development Agreement Ordinance No. \_\_\_\_\_

This Memorandum of Agreement is made and entered into by and between Cal West Investors LLC and Optimistic Partners 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 OWNER hereby agree to be bound by all of the terms and conditions contained in the Second Amendment to the Development Agreement, as adopted by the City Council of the City of Woodland by Ordinance No. \_\_\_\_ , dated \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015, at Woodland, Yolo County, California.

Cal West Investors LLC

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

Optimistic Partners LLC

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

CITY OF WOODLAND

By: \_\_\_\_\_  
Tom Stallard, Mayor

ATTEST:

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Kara K. Ueda, City Attorney

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]

## EXHIBIT C

### **CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT, INCLUDING TENTATIVE SUBDIVISION MAP #5075**

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

#### **General Conditions**

1. Project Approval. The Project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the August 20, 2013 City Council staff report, in the February 3, 2015 City Council staff report, and in the \_\_\_\_\_, 2015 City Council staff report as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC project, except as modified by these conditions of approval. Substantive modifications to the Project description may require modification of the Development Agreement, conditions and environmental documents.
2. Indemnification. OWNER shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers and employees from any claim, action or proceeding against CITY or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by CITY, its legislative body, advisory agencies or administrative officers. CITY will promptly notify OWNER of any such claim, action, or proceeding against CITY, and OWNER will either, at CITY's discretion, undertake defense of the matter and pay 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. 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, OWNER 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.

OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If 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, OWNER will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, CITY does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes CITY to impose certain fees, and that may waive 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. OWNER shall be responsible for coordinating all plans to ensure consistency throughout the various plan submittals including site, landscaping, and improvement plans, prior to submittal for review.
8. Affordable Housing. The Project is subject to the Spring Lake Affordable Housing Plan in effect at time of construction and/or applicable affordable housing in-lieu fees, and Ordinance 6A, CITY's Inclusionary Housing Ordinance. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. This project requires 19 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3.

The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been met (see discussion in the February 3, 2015 City Council staff report).

9. Concurrent Construction. The affordable single family units shall be dispersed throughout the Project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If OWNER desires to



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

10. Inclusionary Housing Agreement. Prior to CITY's approval of OWNER's first final map, 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 CITY, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
11. SLSP AHP Compliance. Prior to approval of the map(s), OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots, and/or payment of an in-lieu affordable housing fee as specified in the Development Agreement.
12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid at Final Map and at the rate in effect for each single family market rate unit.
13. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and OWNER may provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. OWNER may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be economically infeasible, as determined by the Community Development Director. Affordable, for-sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.
14. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard as those used for market rate units; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
15. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by CITY, a 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).
16. 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), and 6.24 and 6.25 (fire station).

17. Nexus Study. OWNER shall comply with the requirements of the Spring Lake Specific Plan Nexus Study.
18. 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.
19. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the Project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by CITY shall be applied as follows, and in the following order: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue; 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at CITY's discretion.
20. SLIF Credits. Certain projects, as specified throughout these conditions, include costs which are identified as eligible for SLIF Credits upon inclusion of those projects into the SLIF Capital Improvements Program (CIP). Owner shall provide City will an Engineer's Opinion of Probable Cost which includes these items. The City will then amend the CIP through addendum, prior to the first final map to include those projects, after which the costs will become SLIF reimbursable/creditable.
21. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by CITY unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, Neighborhood Commercial and Multifamily Site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan Area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.
22. Reservation of Lots for public sale. The requirements of Section 21-15-1 of CITY's 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, 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.

## **Finance Department**

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

## **Community Development**

26. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
27. Prior to the start of any work on-site, OWNER shall request and attend a pre-construction meeting to include the Project superintendent, architect, subcontractors, as well as CITY representatives including Community Development and/or Public Works.
28. Lotting Considerations
  - a. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that

there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 174 to lot 196 shall have either a full usable front porch or a separated front patio extension with low walls.

- b. Where lots are adjacent to open space, locate the garage and driveway on the opposite side of the lot. (Lots 10, 11, 22, 23, 34, 35, 54, 55, 64, 65, 82,83 and 208). This list is subject to the discretion of and final confirmation by the City Traffic Engineer.
  - c. With the final map containing lots 222 and 223, City to approve the house orientation and fencing (double street frontage lots.)
29. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.
30. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
- Locations, size and quantity of all plant materials.
  - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
  - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
  - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
  - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
  - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
31. Street Tree Master Planting Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.
32. 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). Final landscaping plans for all areas to be maintained by the SLSP Lighting and Landscape District shall be submitted for review and approval by the Community Development and Parks Department. Due to poor soil conditions in the Project area, soil sample analysis shall be provided for publicly maintained landscaping areas and resulting recommendations shall be complied with to the satisfaction of the Community Development Director.

### 33. Tree Preservation and Replacement Planting

- Replacement. In accordance with Section 20A of the City of Woodland Municipal Code, OWNER shall comply with the following replanting schedule for removal of trees on and adjacent to the Project site:
  - A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
  - B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
  - C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.
- Preservation. CITY’s Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit that impacts each Oak Tree, OWNER shall submit a tree protection plan to be included in the improvement plans that shall indicate measures to be taken to protect the trees during construction.
  - A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to CITY to create a small pocket park around the existing tree. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and the design approved by the Community Development Department and Public Works Departments prior to acceptance of the final map which dedicates Lot B.
  - B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of \$10,000.

- C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The “F” Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that location)
  - D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.
34. 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).
35. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
36. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.
37. Compliance with State Water Conservation Ordinance. OWNER shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
38. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via extension of Lot A connected to “A” Street and shall be 15 feet in width paved. Masonry walls may be required on the sides as part of comprehensive improvement plans. Gates shall be installed on both ends of Lot A (east and west sides of 15 foot access portion and including at the north and south ends of the 28 foot buffer area. Gates shall be submitted for review and approval of the City, Gate on the west end of the access point may also be subject to the approval of Caltrans. Access portion of Lot A (15 foot width) shall be relocated to the north, opposite 1 Court. The entire length of the Project sound wall shall be constructed at one time, with the earlier of Phase 3 or Phase 4 final map. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Community Development Department prior to acceptance of the earlier of Phase 3 or Phase 4 final map. The sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.

39. Sound Wall Landscaping. Landscaping shall be provided in accordance with 6.2.1 (d) to help screen the wall, minimize graffiti and provide shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or cedars depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.
40. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.
41. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.
42. Greenbelt Connector. “Lot F” shall be provided as a greenbelt and shall be constructed in conjunction with adjoining development and/or street improvements to serve as an extension of the greenbelt located on the east side of Harry Lorenzo Avenue along Farmer’s Central connecting the greenbelt trail system to the park. The greenbelt extension shall be designed and landscaped consistent with Section 7.1 and 7.2.1 of the SL Design Standards. The greenbelt extension shall be included in the Spring Lake Lighting and Landscaping assessment district.
43. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards and shall include decorative cap throughout the project.
- a. Rear yard fencing along Phase 4 southern property boundary (Lots 199-208) shall comply with Section 6.2.2 of the SL Design Standards (“Privacy Wall/Fence”), however, the fence height shall be 8 feet. Privacy fencing shall be constructed of an alternative wood product or masonry material, or combination thereof, and shall be submitted for review and approval by the Community Development Department, Planning Division and by the Public Works Department as part of the improvement plans. The eastern 128 foot side yard fence of Lot 208, adjacent the park, shall also comply with Section 6.2.2. The 35 foot cut from the rear yard

fence to “J” Street shall be open style, 6 foot tall decorative black tubular steel fencing.

44. Entry Signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, OWNER shall establish neighborhood entry signs. A sign shall be provided at the southwest corner entry of Harry Lorenzo Avenue and “D” Street consistent with SL Design Standard 1.6.2. As an alternative second location and upon review and approval by the Community Development Director a sign may be provided at the southeast corner of “Lot F,”

A design specification for these signs shall be prepared for review and approval by the Community Development Director and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit for the phase in which they are located.

45. Prohibit RV Parking. Provisions in the CC&Rs 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.
46. Energy Efficiency. All future development shall at a minimum meet the energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five percent (5%) of all units shall have roof mounted photovoltaic energy systems or other alternate renewable energy generation systems. The method and number of homes to be identified with submittal of design review application. All homes shall be photovoltaic ready and have electric vehicle charging outlets in every garage on a dedicated circuit.
47. 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.
48. 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.

#### **SLSP Mitigation Measures:**

49. Mitigation Requirements. OWNER shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.
50. Environmental Noise Analysis. The design of the Project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan and with the requirements specified in the Environmental Noise Analysis



prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011. Additional noise conditions include:

- A 10-foot tall noise barrier shall be constructed along the western property line of the Project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers shall be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with CITY noise standards. Final design and wall height to achieve adequate protection shall be determined at earlier of the final Phase 3 or Phase 4 grading plan submittal.
- City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
- When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
- Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.

51. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, 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.
52. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed (signed and recorded with Yolo County) and in place prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement.
53. Raptor Survey. OWNER 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.

54. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc. May 2011 – Geocon project no s9574-06-01 and the Geocon Consultants Inc. Supplemental letter dated February 2013 –Geocon project number s9574-05-02) shall be followed. Additional Geotechnical reports may be required by the City at the discretion of the Chief Building Official.
55. Air Quality Directives. OWNER shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
56. Mosquito Vector Control. Prior to each construction season, if OWNER has a project under construction, OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
57. Construction Recycling. Prior to the commencement of construction on any project, 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)
58. Dust Suppression. OWNER shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
59. Off-site improvements. Off-site improvements shall satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
60. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1).

## **Engineering Development Services**

### **Roadways**

61. Regarding “E” Street between phase 1 and phase 2 and “B” Street road between phases 2 and 3 and “D” Street between phases 3 and phase 4, this road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).
62. Streets fronting the park: Subdivisions opposite the park shall complete corresponding street section including curb, gutter, sidewalk, landscaping, lighting, hydrants and appurtenances for the park. This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program. Conditions regarding park frontage and valuation may be superseded by the Purchase and Sale agreement without Development Agreement Amendment.

63. OWNER shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.
64. Unless constructed by others, OWNER shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of OWNER, CITY will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. The final cost determination shall be approved by the City Engineer.
65. Unless constructed by others, OWNER shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of OWNER, CITY will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. The third party reimbursement agreement shall be completed prior to the approval of the final map.
66. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. Bike path shall include steel reinforcement. The path alignment will be determined at time of park design and may be north or south of the PG&E poles as determined by the City. Path design and alignment shall be subject to the approval of CITY. At a minimum, the corridor shall include a 10 foot path and shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, two, 4 inch conduits for future broadband constructed to fiber standards, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing and connect to conduits under SR 113 placed by others. 4 inch fiber conduits are to be SLIF reimbursable. Property descriptions and easements shall be to the satisfaction of the City Engineer. The greenbelt corridor shall be constructed with 4 the associated 8 acre park improvements. 8 acre Park construction timing will be based on the availability of funds as determined by the City. Owner shall fund greenbelt costs and fair share payments are made on a per unit basis for phases 1, 2 & 3 into a CITY held escrow account. For purposes of third party reimbursement, a fair share shall be determined by the following process:
- A. With the first final map application OWNER shall prepare a preliminary design with a cost estimate for the greenbelt corridor including the fiber conduit, and all other

- appurtenances above. Cost Estimate shall include estimated item types and quantities. For cost estimating purposes alignment shall be approved by the City and connect to Lot F , B Street and the SW corner of the park adjacent to lot 208. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate for the greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.
- B. Then the total cost shall be divided by 176.
  - C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement
  - D. Upon request, CITY will enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.
  - E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan, adopted by the City Council on March 5, 2013, and as subsequently amended and in accordance with the Funding and Reimbursement Agreement.
- 67. Prior to approval of the first final map OWNER shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. The plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. OWNER shall construct components of the traffic calming plan as part of the public improvement program.
  - 68. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.
  - 69. With the first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive, OWNER shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.

70. Details for the construction of “F” Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of CITY.
71. OWNER shall provide paved access with bollard or gate control to CITY approved openings in the sound wall for maintenance access. Paved access and access control design shall be subject to the approval of CITY.
72. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10’ PUE behind the monolithic curb.
73. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.
74. Subdivision trails (Lots C, D, & F) shall include ramps at each curb on each end.
75. Lot F improvements for landscaping, pathway and monument sign, lighting and appurtenances shall be completed with first final map.
76. Complete roundabout at Harry Lorenzo Avenue and “F” Street is to be constructed the with phase 1 improvement plans.

### **Easements and Right of Way**

77. A seven (7) foot (or ten (10) foot if adjacent to monolithic sidewalk) public utility easement shall be provided at back of (separated) sidewalk, adjacent to all public streets within the development and shall be dedicated to CITY and may be required elsewhere as requested by the utility companies and approved by CITY.
78. 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. Final determination of Right of Way Requirements shall be made by the City Engineer.
79. The earlier of Phase 3 or Phase 4 final map shall include dedication of a 28 foot strip between the tentative map edge and Caltrans Right of Way.
80. Lots 174 through 198 shall include a general access easement to CITY for repair and maintenance of the sound wall.
81. OWNER shall acquire or dedicate 15’ maintenance access easements along the north edge of the Property (may be on adjacent property), adjacent to lot 174 and pave the same. Bollards may be required at the end of F Street. Paving section will be as determined by the City. Along the south edge of the project, City may access

maintenance area via City property and utility maintenance road. Applicant may be required to extend or modify utility access road to reach Lot A. The access roads are eligible for SLIF credits.

82. If, after a good faith effort based on a MAI Appraisal, OWNER is unable to obtain offsite right of way, OWNER may request that CITY obtain the land at OWNER'S sole cost and expense. OWNER shall deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained CITY shall relinquish balance of funds on hand.
83. OWNER shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map that includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

#### **Wastewater and Sewer Collection System**

84. The Property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
85. 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.
86. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.
87. OWNER shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.
88. Any onsite septic tanks shall be to Yolo County Health Department standards, prior to the final map within which boundary it is contained.

#### **Storm Water**

89. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the Project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by OWNER shall be consistent with the most recent version of the CITY's Storm Drainage Master Plan criteria and CITY Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and

detention basins if required. The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. OWNER shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse OWNER for oversized improvements on a pro rata basis per Development Agreement.

90. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the Project. 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.
91. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
92. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.
93. Construction of the 60" Storm Drain between SR 113 and Harry Lorenzo Avenue may be completed in three phases as shown below or consolidated into fewer phases.
  - Phase 1 shall construct the extension of the Storm drain Line from Farmers Central Road/Harry Lorenzo Avenue along the alignment of Farmers Central Road extension west to the projected extension line of the western edge of E street.
  - Phase 2 shall construct the line from the extension of the western edge of E street to the extension of the lot line between lots 207 and 208
  - The portion of the Storm drain line between the extension of the lot line between lots 207 and 208 and connection with the SR 113 storm drain under crossing shall be constructed with the first to construct between phase 3 or phase 4.
  - Each phase of pipe construction shall include inlet structures/treatment areas to be submitted to the City and reviewed for approval by the City.
94. Prior to first final map applicant shall submit a revised tentative map showing the SD line and removing the temporary ditch fence and gates that are proposed (except what is necessary for phasing). Access to manhole areas of the Storm drain shall be provided by

extending or modifying sections of the existing access road, in a manner approved by the City.

### **Storm Water Quality Control**

95. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm Water Pollution Prevention Plan).
96. OWNER shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
97. OWNER shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

### **Water Infrastructure Conditions**

98. All materials and installation of the water system shall be at OWNER's expense per City of Woodland Standard Specifications and Details; except that the 12" in HLA north of "F" Street connecting to Gibson Road may be reimbursed by the City, not to exceed funds previously deposited to the City for 12" main along the alignment of FCR less payment made to the Heidrick Ranch project. Owner and City shall enter into a reimbursement agreement, prior to or coincidental to the approval of the final map.
99. 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.
100. If not constructed by others, the first final map shall construct a water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. The water main shall be 12" from Gibson Road to the split connection south of the "F" street round about and an 8" main may be constructed south from there to the connection of the 12" main constructed in HLA by the Heidrick development. Upon request, CITY may enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.
101. Owner shall construct 8" recycled water line main with Harry Lorenzo Drive from 20' north of the F Street roundabout to 5' south of north crosswalk for the Farmers Central Road roundabout. An eight inch landscape irrigation main shall be extended across HLA and stubbed to serve Lot F and the park (terminating in the park). Ends of the main shall be capped in a manner approved by the City. Materials for the recycled main shall be



C900 pipe constructed to the standards for water mains in chapter 7 of the City standards, except that the pipe shall be purple. Alternatively this condition may be met by a City approved alignment that connects to HLA at “F” Street, proceeds south along “H” Street, serves the park and Lot F and terminates back in Harry Lorenzo Avenue. The recycled water will be SLIF reimbursable.

102. 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 requirement set forth in these conditions of approval. OWNER shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the Project. OWNER 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 CITY’s water distribution system.
103. 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 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 OWNER’s facility, OWNER shall make application and receive approval from the City Engineer or his/her designated agent.
104. 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.
105. One Water Sampling Station shall be installed with the first final map.
106. OWNER shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

### **Landscaping**

107. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted by CITY 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.
108. The entire sound wall along the western edge of the tentative map shall be constructed as a part of the earlier of Phase 3 or Phase 4 of the final map for the Project. Sound wall design and construction costs are eligible for SLIF credits.

109.A 28' landscape strip shall be constructed along the western boundary of the Property as a part of the earlier of Phase 3 or Phase 4 of the Project. OWNER shall bond for landscaping and include the landscaping in the public improvements, which are eligible for SLIF credits upon addition to the Spring Lake CIP.

### **Grading**

110.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 Project. 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.

111. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the Grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

112.The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

### **Fees**

113.OWNER shall pay all required fees for processing final maps (technical check) with final map submittal.

114.Prior to approval of improvement plans, OWNER shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the CITY's 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.

115.At building permit issuance OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

116.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.

117.If existing buildings are demolished, OWNER shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.

### **Engineering General Conditions**

118.Prior to final map, 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 Engineer and Community Development Department.

119.OWNER shall document and show evidence that all tentative map conditions are met with submittal of final map.

120.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.

121.OWNER shall prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

122.OWNER shall submit proposed street names to CITY's Fire Department for approval with a copy to Engineering prior to improvement final map submittal.

123.Public improvements, in addition to roadway construction, shall include water, sewer and storm drain mains, fire hydrants, street lights, and appurtenances.

124.All non-single family water services to this Project shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.

125.OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map.

126.OWNER shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to CITY prior to approval of the final map and start of construction.

127.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.

128.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.

- 129.If improvements are constructed and/or installed by a party or parties other than 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) (approval of the final map) to the other party or parties that constructed or installed the improvements.
- 130.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.
- 131.If greater than 640 square feet, second units shall pay single family dwelling unit development fees.
- 132.All second units shall have separate water service and meter.
- 133.This Project is subject to the Construction and Demolition Debris Recycling and Diversion Ordinance (Ordinance No. 1469).
- 134.Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
- 135.U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
- 136.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.
- 137.OWNER shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds. OWNER shall include in the disclosure document for lots 197-208 that the City plans for a greenbelt, path, and pedestrian overcrossing to connect to a path on the west side of Hwy 113, and that future construction will be subject to available funds.

### **Fire Department**

- 138.Weed Abatement. OWNER shall comply with the City of Woodland Weed Abatement Ordinance. OWNER shall maintain the Property throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.

139. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. OWNER shall meet the required volume and duration at the Project site prior to obtaining a building permit.

140. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

### **Building Division**

141. OWNER shall comply with the current codes that are in effect at the time of plan submittal.

142. Plans will need to be complete at the time of submittal as CITY does not accept deferred submittals.

143. All sub-contractors/companies working on the Project will be required to obtain a City of Woodland Business Registration ("Business License").

144. OWNER shall comply with FEMA regulations.

145. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.

146. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.

147. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others.

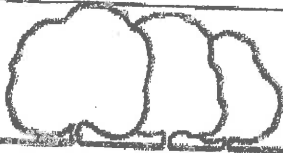
148. A soils investigation report shall be provide as specified in section 1803.5.3 of the 2013 CBC.

149. Because this project is located in an area known to contain expansive soils and per *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 per *CBC 1808.6*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6.1* **and for concrete slab-on-ground 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 the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California registered Civil or Structural Engineer or Architect** showing compliance. Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6*

**Yolo Solano Air Quality Management District (“District”)**

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



City of Woodland

Community Development Department  
 300 First St, Woodland CA 95695  
 (530) 661-5820 Fax (530) 406-0832  
 www.cityofwoodland.org

## General Application Form

### 1. Owner/Applicant

**PROPERTY OWNER:**
Cal-West Investors & Optimistic Partners
**MAILING ADDRESS:**
173 Court Street, Suite D
**CITY STATE ZIP CODE:**
Woodland, CA 95695
**PHONE NUMBER:**
530-668-4056
**E-MAIL ADDRESS:**
Melanie\_Mathews@springlakedevelopment.org
**PROJECT APPLICANT**
same
**MAILING ADDRESS:**
**CITY STATE ZIP CODE:**
**PHONE NUMBER:**
**E-MAIL ADDRESS:**

### 2. Application Requested

- |                                                               |                                                      |                                                 |
|---------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> General Plan Petition                | <input type="checkbox"/> Zoning Amendment            | <input type="checkbox"/> General Plan Amendment |
| <input checked="" type="checkbox"/> Tentative Subdivision Map | <input type="checkbox"/> Tentative Parcel Map        | <input type="checkbox"/> Lot Line Adjustment    |
| <input type="checkbox"/> Site Plan Review                     | <input type="checkbox"/> Design Review               | <input type="checkbox"/> Sign Design Review     |
| <input type="checkbox"/> Conditional Use Permit (CUP)         | <input type="checkbox"/> Zoning Administrator Permit | <input type="checkbox"/> Variance               |
| <input type="checkbox"/> Public Convenience or Necessity      | Other _____                                          |                                                 |

Is this request part of another application? ☐ Yes ☒ No If so, what? \_\_\_\_\_

### 3. Project Description

**Project Name:**
Cal-West Tentative Map Application
**Total Acres or Square Feet**
7.61 acres (45 acres in total - this is in addition to Map 4991)
**Is Your Project Located In a Flood Zone?**
☐ Yes

☒ No

**Site address or location:**
1534 Harry Lorenzo Ave
**Assessor's Parcel Number:**
CW-041-070-051-000\_OP-041-070-054 & 055
**Does this request include signage?**
☐ Yes

☒ No

### 4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

**5. General Plan Amendment**

|                                   |             |                                   |             |
|-----------------------------------|-------------|-----------------------------------|-------------|
| Existing General Plan Designation | Gross Acres | Proposed General Plan Designation | Gross Acres |
|-----------------------------------|-------------|-----------------------------------|-------------|

**6. Zoning Amendment**

|                        |             |                        |             |
|------------------------|-------------|------------------------|-------------|
| Existing Land Use Zone | Gross Acres | Proposed Land Use Zone | Gross Acres |
|------------------------|-------------|------------------------|-------------|

**7. Residential Development**

No. of residential units are being requested? 225 \*176 of which are included in Map 4991  
 No. of lots will be created by this project? 225

Single Family 225 Half-plex \_\_\_\_\_

Do you intend to market the units for sale?

☒ YES ☐ No

Duplex \_\_\_\_\_ Apartments \_\_\_\_\_

Condominiums \_\_\_\_\_ Other \_\_\_\_\_

Do you intend to market the units for rent?

☐ YES ☒ No

Townhomes \_\_\_\_\_ Total Units \_\_\_\_\_

**8. Commercial/Industrial Development**

Indicate the type of commercial/industrial development proposed:

Indicate the gross and leasable square footage for each type of development:

**9. Authority to File Application**

Check one:

☒ Property Ownership ☐ Power of Attorney\*

☐ Contract to Purchase\* ☐ Other

Specify \_\_\_\_\_

\*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

**APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT**

Cal-West Investors/Optimistic Partners

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

CW \_\_\_\_\_ 3/4/15

Legal Owner: \_\_\_\_\_ Date \_\_\_\_\_

OP \_\_\_\_\_ 3/4/15

Legal Owner: \_\_\_\_\_ Date \_\_\_\_\_

Date Received Stamp Here

**DEPARTMENT USE ONLY**

Amount Paid \_\_\_\_\_ Project No. \_\_\_\_\_

Amount Paid \_\_\_\_\_ Logged by \_\_\_\_\_ Date \_\_\_\_\_

GP Zoning Designation \_\_\_\_\_ Planner \_\_\_\_\_ Date \_\_\_\_\_

N:\ComShare\DEPARTMENT\PLANNING DEPT\FORMS\AAAA APPLICATION FORM October 2012.doc



**Cal-West Investors, LLC**  
**173 Court Street, Ste. D**  
**Woodland, CA 95695**  
**530/668-4056**

**Optimistic Partners, LLC**  
**2525 Second Street**  
**Davis, CA 95618**  
**530/758-5800**

March 2, 2015

Ms. Erika Bumgardner  
City of Woodland  
Community Development Department  
300 First Street  
Woodland, CA 95695

RE: Statement of owners agreeing to file Tentative Map Application

Dear Ms. Bumgardner:

Please accept this letter as our acknowledgement and agreement to file the Tentative Map Application for the property owned by Cal-West Investors and Optimistic Partners. Authorized Members for both parties have signed below in acceptance of this filing.

Please feel free to contact Melanie Mathews at 530.668.4056 if you have any further questions regarding this filing.

Best Regards,



Melanie Mathews  
Managing Member for Cal-West Investors



Bill Streng  
Managing Member for Optimistic Partners

Statement of Justification

We are submitting this application to create a Tentative Map for the zoned but unmapped property to be consistent with the surrounding developments.

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

---

Exempt from filing fees pursuant to Government Code §6103

*Development Agreement No. 15-01*  
**AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN**

**CITY OF WOODLAND,**

**A DEVELOPMENT AGREEMENT BETWEEN**

**CITY OF WOODLAND**

**and**

**CAL WEST INVESTORS LLC AND OPTIMISTIC PARTNERS LLC**

8.29.13 version

**DEVELOPMENT AGREEMENT NO. 1501**

This Development Agreement (hereinafter "Agreement") is entered into as of this 3 day of September, 2013 by and between the City of Woodland, California ("CITY"), and Cal/West Investors LLC and Optimistic Partners, LLC, California corporations (collectively "OWNER"):

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "A" – Legal Description of the Property

Exhibit "B" – Map showing Property and its location

Exhibit "C" – Development Plan and Conditions of Approval

Exhibit "D" – Development Impact Fees

## 2. GENERAL PROVISIONS.

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

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

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

### 2.4 Assignment.

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



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

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

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

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

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

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

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

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

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

hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

2.7 Notices.

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

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

If to CITY:

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

Copy to:

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

If to OWNER:

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

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

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

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

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

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

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

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

### 3.3 Reservation of Rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 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.

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

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

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

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

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

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

#### 4. PUBLIC BENEFITS.

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

#### 4.2 Development Impact Fees.

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

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

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



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

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

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

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to approval of the first final map, or prior to commencement of any construction activity, whichever occurs first, provide evidence of the approval of the Department of Fish & Game of a plan for the purpose of Swainson's Hawk habitat mitigation.

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

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

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

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

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

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

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

## 6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

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

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

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

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

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The

burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

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

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

## 7. DEFAULT AND REMEDIES.

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

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

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

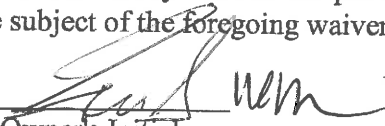
(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown,

present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

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

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

  
Owner's Initials

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

## 8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

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

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

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

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

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or

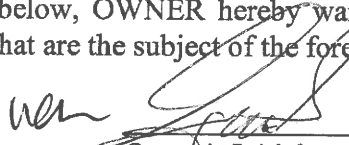
involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of a required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

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

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

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

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

  
Owner's Initials

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

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request

for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

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

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

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

## 10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.



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

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

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

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

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

10.7 [reserved]

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

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

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

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

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

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

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

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

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

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all

obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

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

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

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

**OWNER**

**Cal West Investors, LLC**

By: Melanie Walker

Its: a managing member

Dated: 2/3/15

**Optimistic Partners, LLC**

By: [Signature]

Its: managing member

Dated: 2/3/15

**CITY**

**CITY OF WOODLAND, a California  
Municipal Corporation**

By: [Signature]

~~Marlin, 'Skip' Davies~~ Tom Stallard  
Mayor

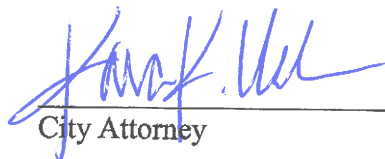
Dated: \_\_\_\_\_

**ATTEST:**

By: [Signature]  
Ana Gonzalez  
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP



Handwritten signature in blue ink, likely of a City Attorney, positioned above a horizontal line.

City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

Civil Code 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA )  
 )  
County of Yolo ) ss.

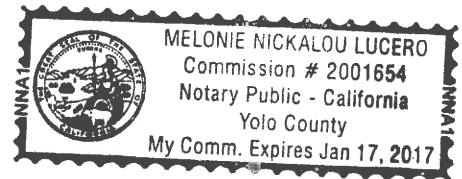
On 2-3-15, before me, Melonie Nickalou Lucero, Notary Public, personally appeared Bill Strong, who proved to me on the basis of satisfactory evidence to be the person (s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity (ies) upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Melonie Nickalou Lucero

[Seal]



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 )  
County of Yolo ) ss.

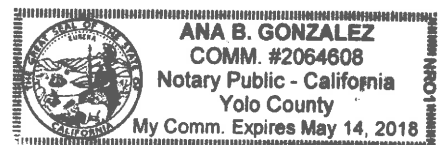
On February 3, 2015, before me, Ana B. Gonzalez, Notary Public, personally appeared Tom Stallard, who proved to me on the basis of satisfactory evidence to be the person (s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity (ies) upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Ana B Gonzalez

[Seal]



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

Civil Code 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Yolo ) ss.

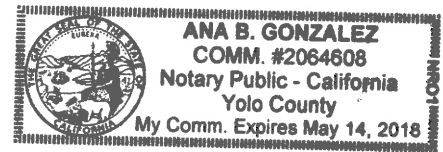
On February 3, 2015, before me, Ana B. Gonzalez, Notary Public, personally appeared Melanie C. Matthews, who proved to me on the basis of satisfactory evidence to be the person (s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity (ies) upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Ana B. Gonzalez

[Seal]



**EXHIBIT "A"**

(Legal Description of the Property)

Exhibit A

82093.0018A\8066689.2



### LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

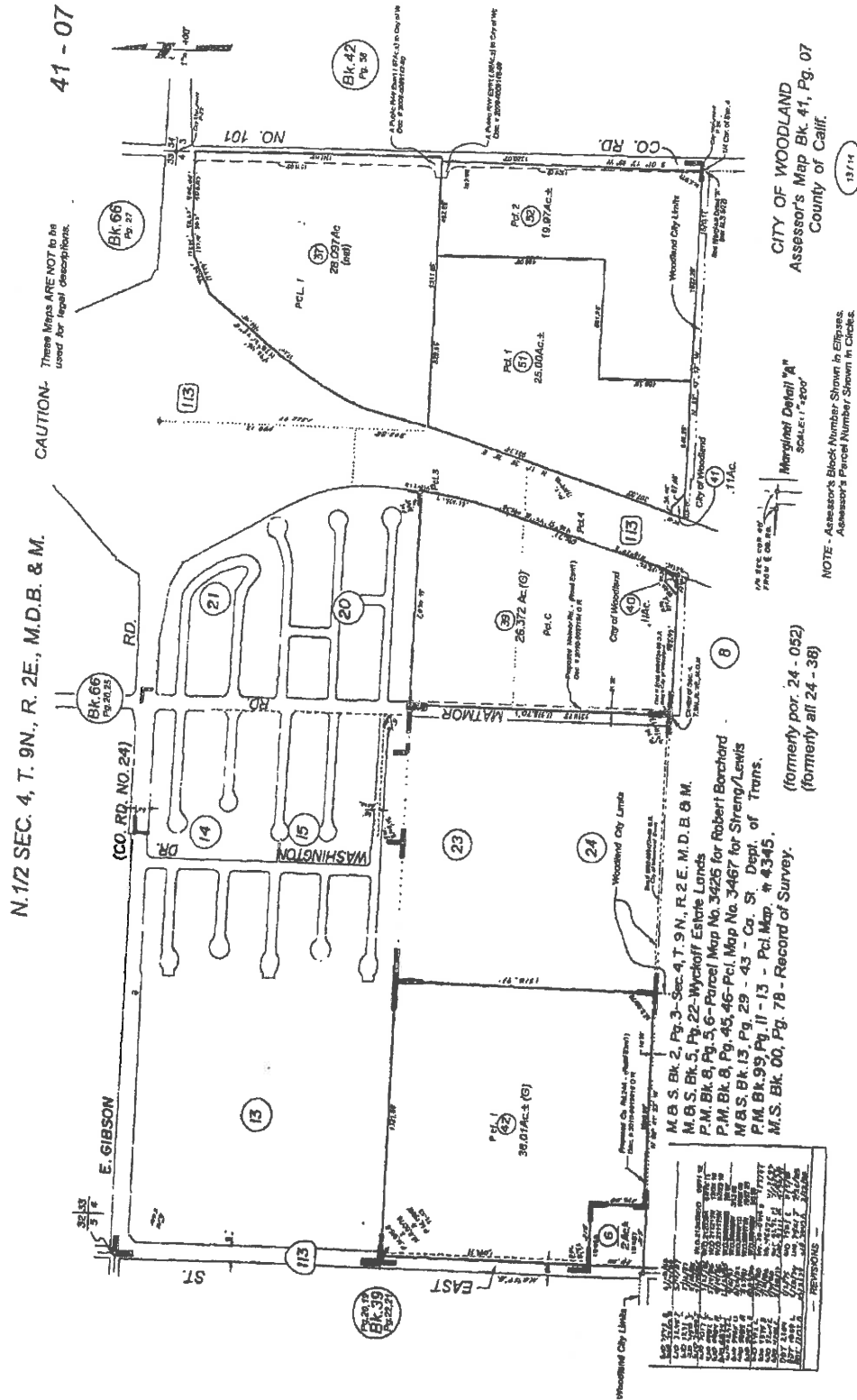
BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 6 (SIX) COURSES:

- 1) SOUTH 01° 13' 09" WEST, 1320.02 FEET;
- 2) THENCE NORTH 89° 42' 13" WEST, 1023.28 FEET;
- 3) THENCE NORTH 00° 16' 55" EAST, 469.58 FEET;
- 4) THENCE SOUTH 89° 43' 05" EAST, 581.98 FEET;
- 5) THENCE NORTH 00° 16' 55" EAST, 850.00 FEET;
- 6) THENCE SOUTH 89° 43' 05" EAST, 462.88 FEET TO THE POINT OF BEGINNING; AND DESCRIBED IN THAT CERTAIN "CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT," RECORDED AUGUST 8, 2012 AS INSTRUMENT NOS. 2012-0025469-00 AND 2012-0025470-00, RECORDS OF YOLO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

APN: 041-070-052-000 (New, Not Yet Assessed)  
APN: 041-070-044-000 (Underlying, Portion Of)  
APN: 041-070-046-000 (Underlying, Portion Of)



NOTICE

First American Title

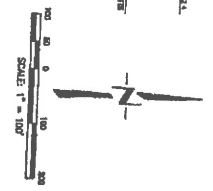
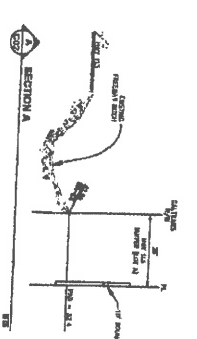
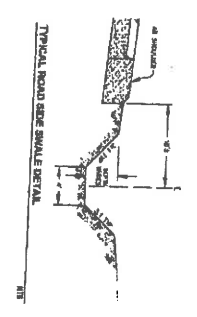
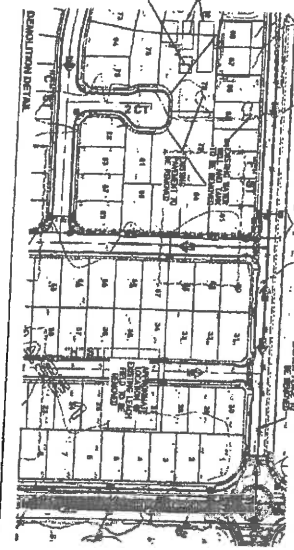
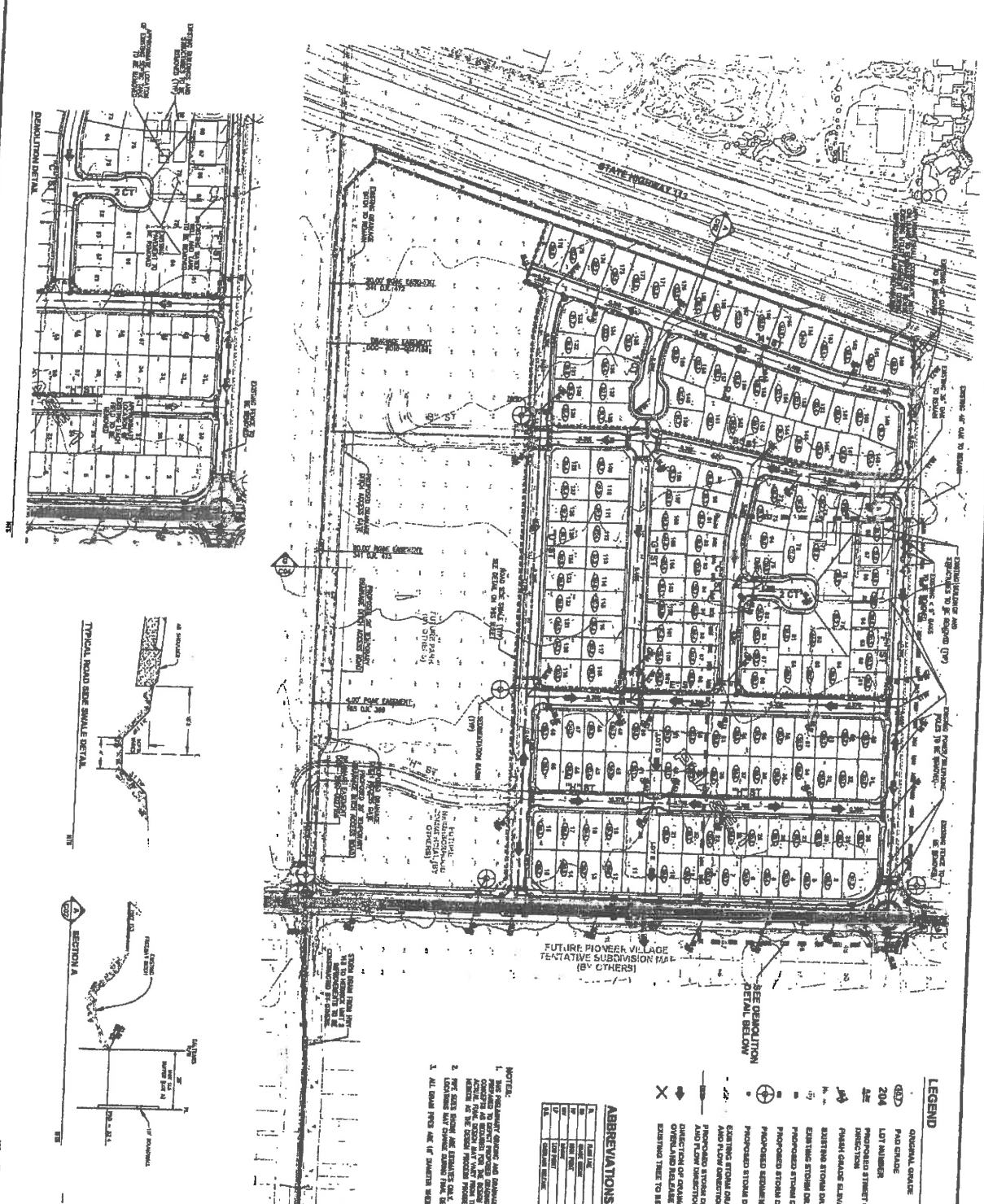
**EXHIBIT “B”**

(Map of the Property)

Exhibit B

82093.0018A\8066689.2



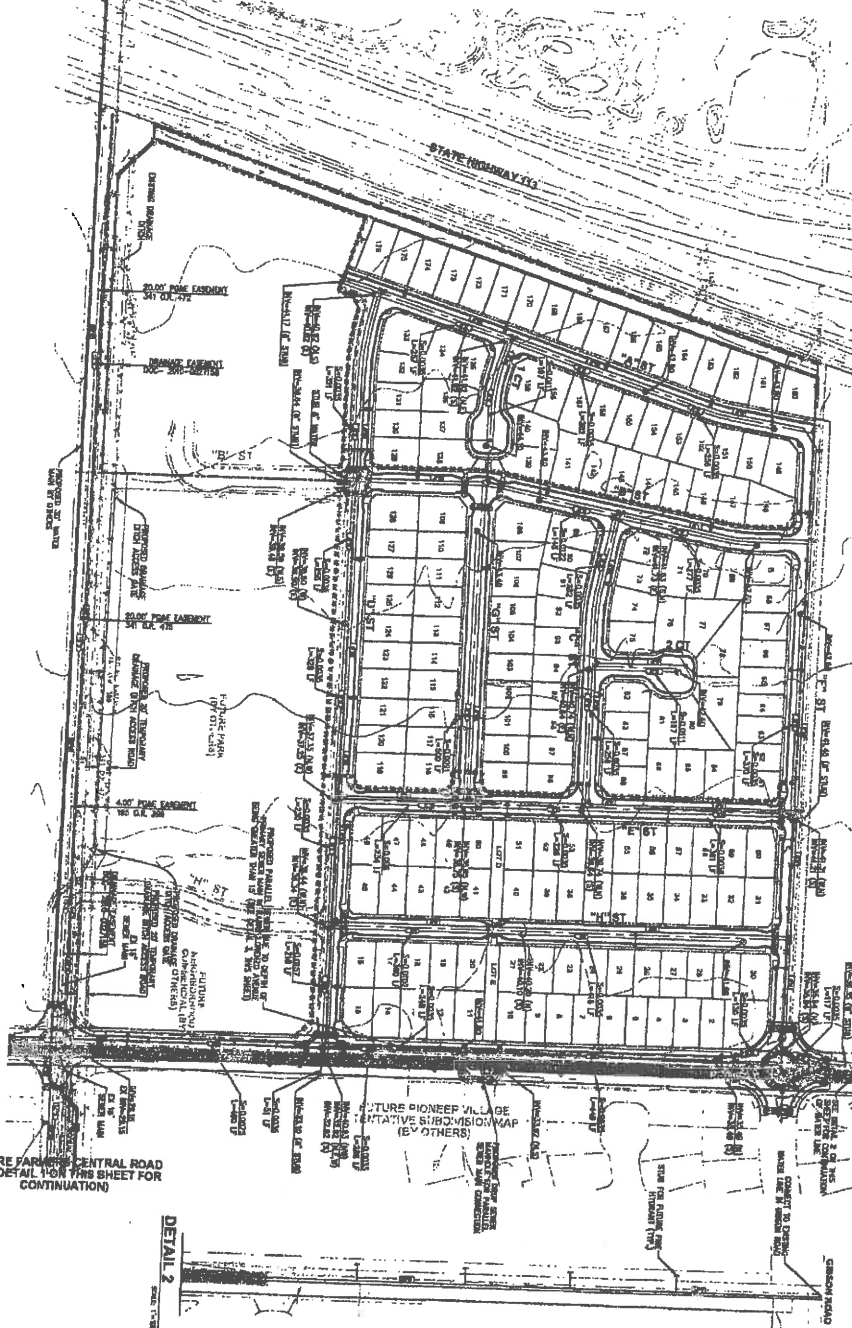
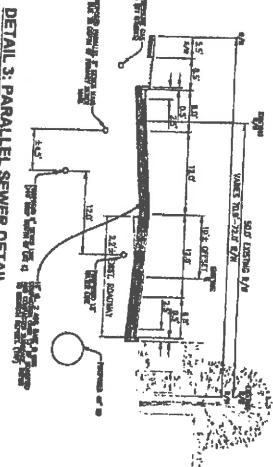
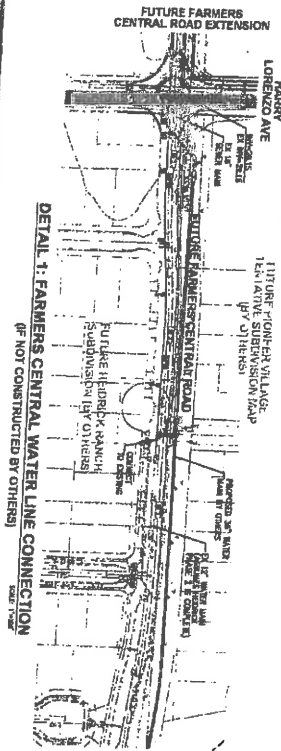


- NOTES:**
1. THE PROPOSED GRADING AND DRAINAGE PLAN HAS BEEN PREPARED BY THE ENGINEER AND IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE RESULTS OF THE FIELD SURVEY AND ANALYSIS. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE RESULTS OF THE FIELD SURVEY AND ANALYSIS.
  2. THE PROPOSED GRADING AND DRAINAGE PLAN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE RESULTS OF THE FIELD SURVEY AND ANALYSIS. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE RESULTS OF THE FIELD SURVEY AND ANALYSIS.
  3. ALL GRADING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA GRADING AND DRAINAGE SPECIFICATIONS.

**ABBREVIATIONS:**

|     |            |
|-----|------------|
| 1   | 10' WIDE   |
| 2   | 15' WIDE   |
| 3   | 20' WIDE   |
| 4   | 25' WIDE   |
| 5   | 30' WIDE   |
| 6   | 35' WIDE   |
| 7   | 40' WIDE   |
| 8   | 45' WIDE   |
| 9   | 50' WIDE   |
| 10  | 55' WIDE   |
| 11  | 60' WIDE   |
| 12  | 65' WIDE   |
| 13  | 70' WIDE   |
| 14  | 75' WIDE   |
| 15  | 80' WIDE   |
| 16  | 85' WIDE   |
| 17  | 90' WIDE   |
| 18  | 95' WIDE   |
| 19  | 100' WIDE  |
| 20  | 105' WIDE  |
| 21  | 110' WIDE  |
| 22  | 115' WIDE  |
| 23  | 120' WIDE  |
| 24  | 125' WIDE  |
| 25  | 130' WIDE  |
| 26  | 135' WIDE  |
| 27  | 140' WIDE  |
| 28  | 145' WIDE  |
| 29  | 150' WIDE  |
| 30  | 155' WIDE  |
| 31  | 160' WIDE  |
| 32  | 165' WIDE  |
| 33  | 170' WIDE  |
| 34  | 175' WIDE  |
| 35  | 180' WIDE  |
| 36  | 185' WIDE  |
| 37  | 190' WIDE  |
| 38  | 195' WIDE  |
| 39  | 200' WIDE  |
| 40  | 205' WIDE  |
| 41  | 210' WIDE  |
| 42  | 215' WIDE  |
| 43  | 220' WIDE  |
| 44  | 225' WIDE  |
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| 47  | 240' WIDE  |
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| 64  | 325' WIDE  |
| 65  | 330' WIDE  |
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| 69  | 350' WIDE  |
| 70  | 355' WIDE  |
| 71  | 360' WIDE  |
| 72  | 365' WIDE  |
| 73  | 370' WIDE  |
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| 76  | 385' WIDE  |
| 77  | 390' WIDE  |
| 78  | 395' WIDE  |
| 79  | 400' WIDE  |
| 80  | 405' WIDE  |
| 81  | 410' WIDE  |
| 82  | 415' WIDE  |
| 83  | 420' WIDE  |
| 84  | 425' WIDE  |
| 85  | 430' WIDE  |
| 86  | 435' WIDE  |
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| 88  | 445' WIDE  |
| 89  | 450' WIDE  |
| 90  | 455' WIDE  |
| 91  | 460' WIDE  |
| 92  | 465' WIDE  |
| 93  | 470' WIDE  |
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| 126 | 635' WIDE  |
| 127 | 640' WIDE  |
| 128 | 645' WIDE  |
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| 130 | 655' WIDE  |
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| 135 | 680' WIDE  |
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| 138 | 695' WIDE  |
| 139 | 700' WIDE  |
| 140 | 705' WIDE  |
| 141 | 710' WIDE  |
| 142 | 715' WIDE  |
| 143 | 720' WIDE  |
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| 159 | 800' WIDE  |
| 160 | 805' WIDE  |
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| 162 | 815' WIDE  |
| 163 | 820' WIDE  |
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| 169 | 850' WIDE  |
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| 218 | 1095' WIDE |
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| 220 | 1105' WIDE |
| 221 | 1110' WIDE |
| 222 | 1115' WIDE |
| 223 | 1120' WIDE |
| 224 | 1125' WIDE |
| 225 | 1130' WIDE |
| 226 | 1135' WIDE |
| 227 | 1140' WIDE |
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| 229 | 1150' WIDE |
| 230 | 1155' WIDE |
| 231 | 1160' WIDE |
| 232 | 1165' WIDE |
| 233 | 1170' WIDE |
| 234 | 1175' WIDE |
| 235 | 1180' WIDE |
| 236 | 1185' WIDE |
| 237 | 1190' WIDE |
| 238 | 1195' WIDE |
| 239 | 1200' WIDE |
| 240 | 1205' WIDE |
| 241 | 1210' WIDE |
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| 272 | 1365' WIDE |
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| 275 | 1380' WIDE |
| 276 | 1385' WIDE |
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| 279 | 1400' WIDE |
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| 281 | 1410' WIDE |
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| 294 | 1475' WIDE |
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| 320 | 1605' WIDE |
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| 330 | 1655' WIDE |
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| 334 | 1675' WIDE |
| 335 | 1680' WIDE |
| 336 | 1685' WIDE |
| 337 | 1690' WIDE |
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| 369 | 1850' WIDE |
| 370 | 1855' WIDE |
| 371 | 1860' WIDE |
| 372 | 1865' WIDE |
| 373 | 1870' WIDE |
| 374 | 1875' WIDE |
| 375 | 1880' WIDE |
| 376 | 1885' WIDE |
| 377 | 1890' WIDE |
| 378 | 1895' WIDE |
| 379 | 1900' WIDE |
| 380 | 1905' WIDE |
| 381 | 1910' WIDE |
| 382 | 1915' WIDE |
| 383 | 1920' WIDE |
| 384 | 1925' WIDE |
| 385 | 1930' WIDE |
| 386 | 1935' WIDE |
| 387 | 1940' WIDE |
| 388 | 1945' WIDE |
| 389 | 1950' WIDE |
| 390 | 1955' WIDE |
| 391 | 1960' WIDE |
| 392 | 1965' WIDE |
| 393 | 1970' WIDE |
| 394 | 1975' WIDE |
| 395 | 1980' WIDE |
| 396 | 1985' WIDE |
| 397 | 1990' WIDE |
| 398 | 1995' WIDE |
| 399 | 2000' WIDE |
| 400 | 2005' WIDE |
| 401 | 2010' WIDE |
| 402 | 2015' WIDE |
| 403 | 2020' WIDE |
| 404 | 2025' WIDE |
| 405 | 2030' WIDE |
| 406 | 2035' WIDE |
| 407 | 2040' WIDE |
| 408 | 2045' WIDE |
| 409 | 2050' WIDE |
| 410 | 2055' WIDE |
| 411 | 2060' WIDE |
| 412 | 2065' WIDE |
| 413 | 2070' WIDE |
| 414 | 2075' WIDE |
| 415 | 2080' WIDE |
| 416 | 2085' WIDE |
| 417 | 2090' WIDE |
| 418 | 2          |

(SEE DETAIL 1 ON THIS SHEET  
FOR CONTINUATION)

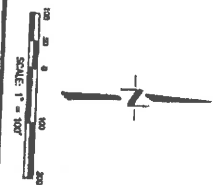


DETAIL 2

# LEGEND

- 244 LOT NUMBER
- EXISTING WATER PIPE AND SIZE
- PROPOSED WATER PIPE AND SIZE
- EXISTING FIRE HYDRANT ASSEMBLY
- PROPOSED FIRE HYDRANT ASSEMBLY
- EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW
- PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- PROPOSED SEWER INVERT ELEVATION
- PROPOSED SEWER PIPE SLOPE

NOTES:  
THE EXISTING WATER MAINS SHOWN ON THIS MAP ARE A LATER  
DATE TO BE APPROVED BY THE CITY OF WOODLAND. THE  
CITY OF WOODLAND SHALL BE RESPONSIBLE FOR THE  
DESIGN AND CONSTRUCTION OF THE WATER MAINS.  
THE EXISTING SEWER MAINS SHOWN ON THIS MAP ARE A  
LATER DATE TO BE APPROVED BY THE CITY OF WOODLAND.  
THE CITY OF WOODLAND SHALL BE RESPONSIBLE FOR THE  
DESIGN AND CONSTRUCTION OF THE SEWER MAINS.  
THE EXISTING GAS MAINS SHOWN ON THIS MAP ARE A  
LATER DATE TO BE APPROVED BY THE CITY OF WOODLAND.  
THE CITY OF WOODLAND SHALL BE RESPONSIBLE FOR THE  
DESIGN AND CONSTRUCTION OF THE GAS MAINS.



**SPRING LAKE SPECIFIC PLAN  
CAL WEST  
TENTATIVE SUBDIVISION MAP #4991  
WATER AND SEWER PLAN**

CITY OF WOODLAND CALIFORNIA

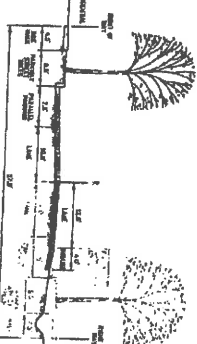
DATE: 07/24/13  
SHEET: 5



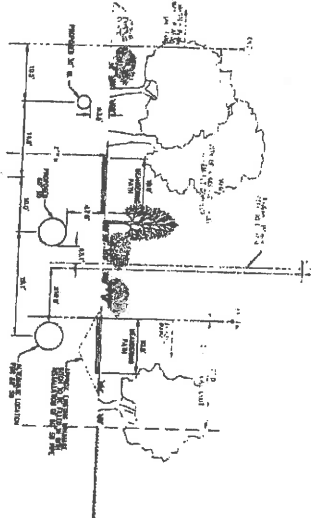
Project Planning & Civil Engineering - Landscape Architecture  
Sustainable Office  
2100 20th Street, Suite 100  
Sacramento, CA 95811  
(916) 441-1000

Design Office  
2540 9th Street  
Oakland, CA 94612  
(415) 763-0000

|             |                |
|-------------|----------------|
| DESIGNED BY | DAVID J. SMITH |
| CHECKED BY  | DAVID J. SMITH |
| SCALE       | AS SHOWN       |

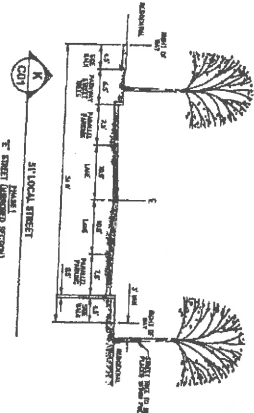


**D**  
SP LOCAL STREET  
DRAWN  
C01  
"Y" STREET (BETWEEN HARRY LINDEN AND "Y" STREET)  
"Y" STREET (BETWEEN "Y" STREET AND "Y" STREET)  
"Y" STREET (BETWEEN "Y" STREET AND "Y" STREET)  
"Y" STREET (BETWEEN "Y" STREET AND "Y" STREET)

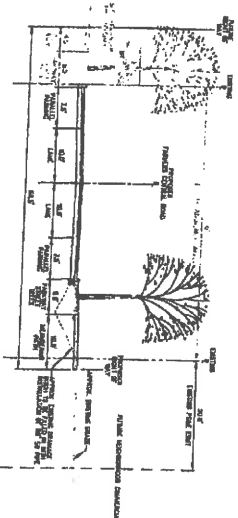


6  
C01

FUTURE GREENBELT CORRIDOR  
TO BE CONSTRUCTED IN 2014



ST. LOUIS STREET  
PHASE 1  
E STREET (UNIMPROVED SECTION)  
PHASE 2  
B STREET (NORTH OF C STREET)



1  
C01

5' LOCAL STREET

PLANE 1

7' STREET BETWEEN 'A' STREET AND 'B' STREET

267





## **EXHIBIT "C"**

(Development Plan and Conditions of Approval)

In addition to the Conditions of Approval set forth in the body of the Agreement, the Conditions of Approval included in the staff report for the Cal West Tentative Map #4991 – Cal West Investors, LLC and Optimistic Partners, LLC item on the September 3, 2013 City Council agenda are incorporated herein by reference and made a part of this Agreement.

Exhibit C

82093.0018A\8066689.2

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

(As approved by the Woodland City Council September 3, 2013).

August 29, 2013

**FINDINGS**

**CEQA Findings:**

1. On August 15, 2000 the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final Spring Lake Specific Plan (SLSP); b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC); and f) Addendum # 6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); and g) Addendum # 7 (Resolution No 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors LLC to remove a bike overcrossing and path); and h) Addendum # 8 (Resolution No 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors LLC to modify land use designations and rezone a school site; and i) Amendment # 9 based on a request by Parkview by ALC IV Woodland Spring Lake LLC for the purposes of amending land use designations to rezone a former school site and multi-family site to single family R-8.
3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provides that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.
4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA mitigation measures.
5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions

of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.
7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

**General Plan Consistency Findings:**

1. The project is consistent with the General Plan.

**Spring Lake Specific Plan Consistency Findings:**

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

**Zoning Consistency Findings:**

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

**Tentative Subdivision Map Findings:**

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

**Findings Related to Community Design Guidelines:**

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

**Findings Related to Other Regulatory Requirements:**

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

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

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

**General Conditions**

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

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

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

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

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

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

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

- construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
17. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).
  18. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.
  19. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23 and 6.37.
  20. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.
  21. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.
  22. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the subdivider shall be required to demonstrate that the lots were offered at a fair market



price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

### **Finance Department**

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

### **Community Development**

1. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
2. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

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

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

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

15. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.
16. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.
17. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
18. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. A sign shall be provided at the north west corner entry of Harry Lorenzo Avenue and "D" Street consistent with SL Design Standard 1.6.2.  
  
A design specification for this signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit in Phase I.
19. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
20. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
21. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.
22. Multi-family Development. Multi-family development shall comply with the Spring Lake Specific Plan and Design Standards including Development Regulations 2.35 (Multi-family Attached Rental Development), 2.35.7 (R-15 Façade Requirements).
23. Bike Parking. Bicycle parking for multi-family units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicle spaces, or to the satisfaction of the Community Development Department. Bicycle parking shall be

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

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

**SLSP Mitigation Measures:**

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

- and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County.
  5. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that he proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
  6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc May 2011 – Geocon project no s9574-06-01)
  7. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
  8. Mosquito Vector Control. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
  9. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
  10. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

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

## **Engineering Development Services**

### **Roadways**

1. Regarding "E" Street between phase 1 and phase 2 and "B" Street road between 2 and 3 and "D" Street between phase 3 and phase 4. The road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).
2. Streets fronting the park: Phase 1 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("D" Street). Phase 2 shall construct a full section of curb, gutter, sidewalk, and landscaping of Street opposite the park ("D" Street). Phase 4 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("B" Street). This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.
3. Applicant shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.
4. Unless constructed by others project shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. Final cost determination shall approved by the City Engineer.
5. Unless constructed by others, project shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of the Harry Lorenzo Drive to its southerly terminus.



6. Unless constructed by others the project shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. The third party reimbursement agreement shall be completed prior to the approval of the final map.
7. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. Path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of the City. At a minimum, the corridor shall include a 10 foot path shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing. Furthermore, design of the greenbelt corridor shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. Timing of the greenbelt corridor may be deferred until the development of the remainder parcel provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a City held escrow account. A fair share shall be determined by the following process.
  - A. With the first final map application the applicant shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.
  - B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x .7 for the multi family).
  - C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan

adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement

- D. Upon request, the City will enter into a 3<sup>rd</sup> party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner. .
  - E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended and in accordance with the Funding and Reimbursement Agreement..
- 8. Prior to approval of the first final map the applicant shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. Plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. Applicant shall construct components of the traffic calming plan as part of the public improvement program.
  - 9. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.
  - 10. With first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive the applicant shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.
  - 11. Details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.
  - 12. Project shall provide paved access with bollard or gate control to City approved openings in the sound wall for Maintenance access. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.

13. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.
14. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

**Easements and Right of Way**

1. A seven (7) / ten (10) foot adjacent to monolithic sidewalk foot public utility easement back of (separated) sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
2. Prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.
3. Phase 3 final map shall dedicate a 28 foot strip between the tentative map edge and Caltrans Right of Way.
4. Lots 160 through 176 shall include a general access easement to the City for repair and maintenance of the sound wall.
5. Project shall acquire or dedicate 15' maintenance access easements along the north edge of the property (may be on adjacent property) and along the south side of Lot 176. Project shall provide paved PCC access with bollard control to City approved openings in the sound wall for maintenance access.
6. Should, after a good faith effort based on a MAI Appraisal, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained City shall relinquish balance of funds on hand.
7. Applicant shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map which includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

### **Wastewater and Sewer Collection System**

1. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
2. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
3. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.
4. Applicant shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.
5. Any onsite Septic tanks shall be to county health department standards, prior to the final map within which boundary it is contained.

### **Storm Water**

1. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.
2. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include

topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

3. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.
5. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 6 below.
6. Each phase of the project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a City held escrow account). The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed. A fair share shall be determined by the following process:
  - A. With the first final map the applicant shall prepare a preliminary design with a cost estimate 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.
  - B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x. 7 for the multi family).

Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee credit account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake...adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

- C. Upon request the City will enter into a 3<sup>rd</sup> party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.
- D. Cash payments (once made) and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan as adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement. .

#### **Storm Water Quality Control**

- 1. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm water Pollution prevention plan).
- 2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
- 3. The Developer shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

#### **Water Infrastructure Conditions**

- 1. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
- 2. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.

3. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, the City may enter into a 3<sup>rd</sup> party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.
4. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the project. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
5. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
6. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
7. One Water Sampling Station shall be installed with the first final map.
8. Applicant shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

### **Landscaping**

1. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and

Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

2. The phase 3 final map in Calwest shall construct the entire sound wall along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.
3. Phase 3 shall construct 28' landscape strip along western boundary. Landscaping will need to be bonded for and are included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

### **Grading**

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
3. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

### **Fees**

1. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
2. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.



3. At building permit issuance the applicant shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.
4. Shall pay \$794 per house for 25A; construction & reimbursement, the fee is due at building permit. (DA Item)
5. Transit Capital fee: Prior to final map or project approval (for single-family) applicant shall pay a \$208 per DUE fee. (DA item)
6. Transit Operation fee: Prior to final map or project approval (for single family) applicant shall pay a \$35 per DUE fee. (DA item)
7. If a multi family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of \$146 for transit capital and \$25 for transit operation. (DA Item)
8. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions.

Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

9. If existing buildings are demolished, applicant shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.

10. Applicant shall pay \$150 per lot at final map for the advance planning study for the SR 113 bike overcrossing. (DA Item)

**Engineering General Conditions**

1. Prior to final map the applicant shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
2. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.
3. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. Prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed Street names to fire department for approval with a copy to Engineering prior to improvement final map submittal.
6. Public improvements, in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances
7. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
8. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
9. Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.

10. 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.
11. 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.
12. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
13. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
14. If greater than 640 S.F., second units shall pay single family dwelling unit development fees.
15. All Second units shall have separate water service and meter.
16. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Marshal Echols, Conservation coordinator, at 661-2063 for more information.
17. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
18. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
19. 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.

20. Project shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds.

### **Fire Department**

1. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.
3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

### **Building Division**

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

### **Yolo Solano Air Quality Management District**

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (<http://www.arb.ca.gov/perp/perp.htm>).

2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

## **EXHIBIT "D"**

### **(Development Impact Fees)**

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of June 30, 2013, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

| <b>Development Impact Fee</b>                                                          | <b>SFD</b> | <b>MF</b>     |
|----------------------------------------------------------------------------------------|------------|---------------|
| General City                                                                           | \$794      | \$662         |
| Fire                                                                                   | \$1,224    | \$917         |
| Library                                                                                | \$49       | \$41          |
| Police                                                                                 | \$1047     | \$873         |
| Wastewater                                                                             | \$5,744    | \$4,788       |
| Water                                                                                  | \$527      | \$323         |
| Parks--Springlake                                                                      | \$3,627    | \$3,022       |
| Surface Water (a future fee for the development of surface water treatment facilities) | \$2,742    | By meter size |
| Admin                                                                                  | \$160      | \$130         |
| Surface Water Administration                                                           | \$21       | By meter size |

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$39,377 and MF \$25,988; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (These are the 2013 costs, the cost is subject to annual change).
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee: Prior to final map or project approval single family applicant shall pay \$208.00/single family DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee: Prior to final map or project approval applicant shall pay a \$35.00 per single family DUE fee.
- If a multi-family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of \$146 for transit capital and \$25 for transit operation.
- Spring Lake Offsite Affordable Housing fee of \$1,100 per market rate single family lot.
- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit
- \$794 per house for 25A, construction and reimbursement, the fee is due at building permit.
- \$150 per lot at final map for the advance planning study for the SR 113 bike overcrossing.

82093.0018A\8066689.2

CONFORMED COPY  
NOT COMPARED  
WITH ORIGINAL

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- 2015-0005092-00**

Acct 119-Woodland City  
Tuesday, MAR 03, 2015 13:08:00  
Ttl Pd \$0.00 Rcpt # 0001133133  
FRT/R5/1-8

MEMORANDUM OF AGREEMENT

**Cal West Investors LLC and Optimistic Partners LLC  
Amended and Restated Development Agreement**

This replaces the previously recorded Development Agreement, Doc # 2012-0023092.

This Memorandum of Agreement is made and entered into by and between Cal West Investors LLC and Optimistic Partners LLC, California limited liability companies (together "Developers") 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 Developers hereby agree to be bound by all of the terms and conditions contained in the "Amended and Restated Development Agreement" between City of Woodland, Cal West Investors LLC, and Optimistic Partners LLC dated September 3 2013, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Amended and Restated Development Agreement control 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 2<sup>nd</sup> day of March, 2015, at Woodland, Yolo County, California.

**CAL WEST INVESTORS LLC**

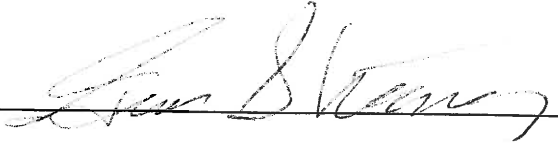
By: [Signature]

Its:

8

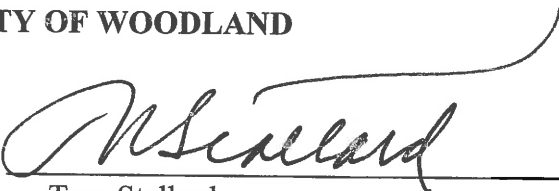


**OPTIMISTIC PARTNERS LLC**

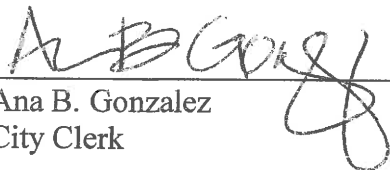
By: 

Its:

**CITY OF WOODLAND**

By:   
Tom Stallard  
Mayor

**ATTEST:**

  
Ana B. Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

  
Kara K. Ueda  
City Attorney

## NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

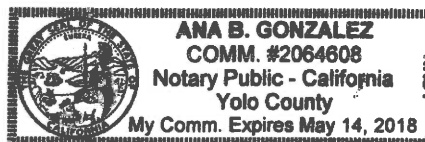
STATE OF CALIFORNIA    )  
                                          )ss.  
COUNTY OF YOLO        )

On Feb. 17, 2015, before me, Ana B. Gonzalez Notary Public, personally appeared Tom Stallard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ana B. Gonzalez  
Notary Public



## NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

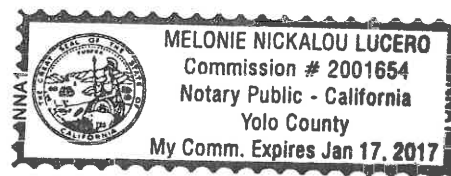
STATE OF CALIFORNIA    )  
                                          )ss.  
COUNTY OF YOLO        )

On 3-2-15, before me, Melonie Nickalou Lucero Notary Public, personally appeared G. Wm. Strong, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melonie Nickalou Lucero  
Notary Public



**EXHIBIT 1**  
**LEGAL DESCRIPTION OF PROPERTY**

## CAL-WEST INVESTORS

### LEGAL DESCRIPTION

Real property in the City of Woodland , County of Yolo, State of California, described as follows:

#### PARCEL ONE:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 9 (NINE) COURSES:

- 1) SOUTH 89° 43' 05" EAST, 828.66 FEET;
- 2) THENCE SOUTH 00° 16' 55" WEST, 850.00 FEET;
- 3) THENCE NORTH 89° 43' 05" WEST, 581.98 FEET;
- 4) THENCE SOUTH 00° 16' 55" WEST, 469.58 FEET;
- 5) THENCE NORTH 89° 42' 13" WEST, 546.89 FEET;
- 6) THENCE NORTH 44° 42' 48" WEST, 87.48 FEET;
- 7) THENCE NORTH 89° 42' 48" WEST, 36.46 FEET;
- 8) THENCE NORTH 18° 23' 55" EAST, 387.50 FEET;
- 9) THENCE NORTH 17° 38' 39" EAST, 931.74 FEET TO THE POINT OF BEGINNING.

SAID LEGAL IS SHOWN AS PARCEL 1 IN EXHIBIT "A" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED AUGUST 8, 2012 AS INSTRUMENT NO. 2012-0025469 AND AS INSTRUMENT NO. 2012-0025470, YOLO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

#### PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER, UNDER AND ACROSS THE NORTHERLY 25 FEET OF "PARCEL 2" AS SHOWN ON EXHIBIT "A" ON THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 2, 2007, INSTRUMENT NO. 2007-0023630, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL ONE ABOVE.

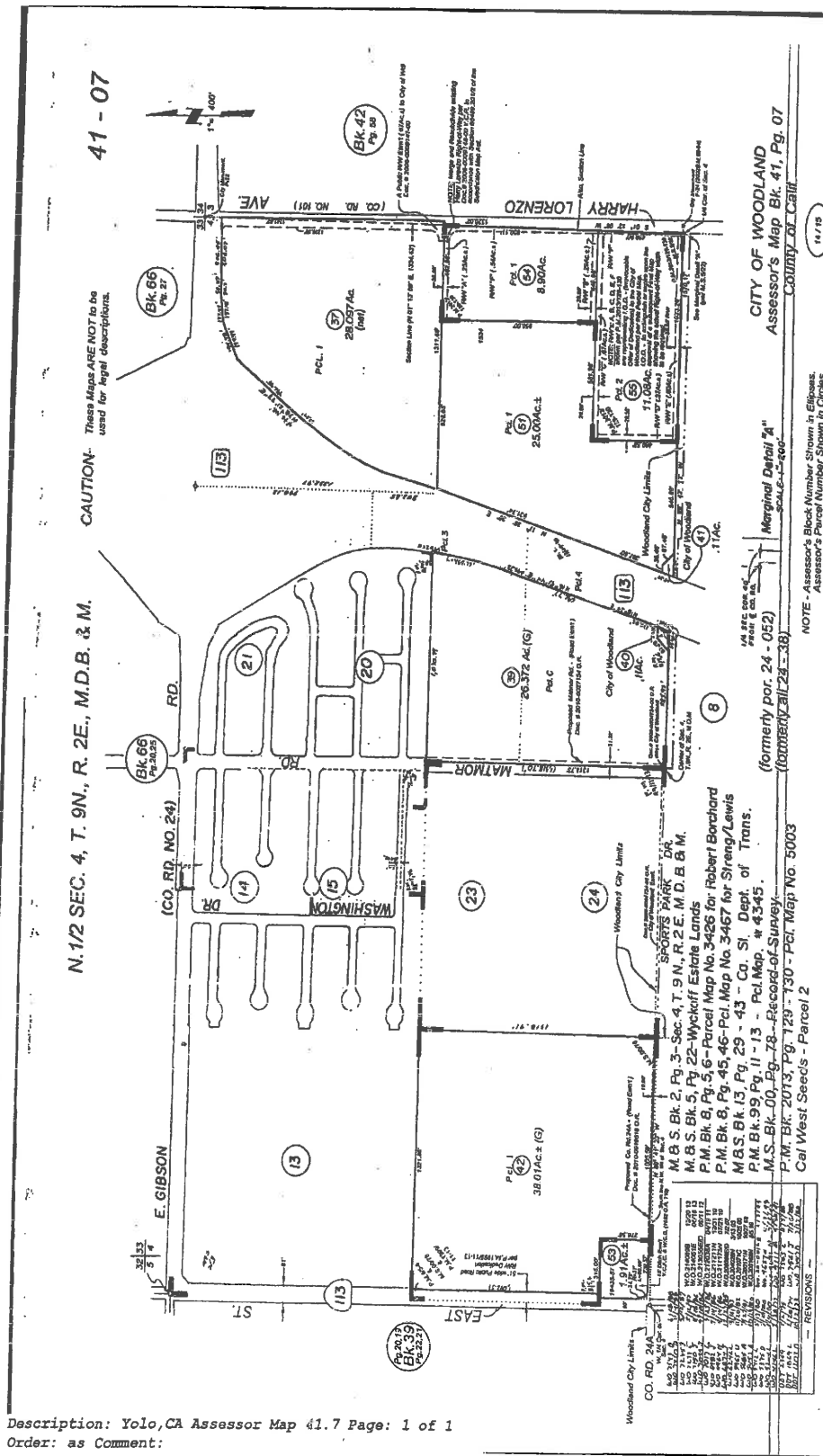
APN: 041-070-051-000

**OPTIMISTIC PARTNERS**  
**LEGAL DESCRIPTION**

Real property in the City of Woodland , County of Yolo, State of California, described as follows:

PARCELS 1 AND 2, AS SHOWN ON PARCEL MAP NO. 5003 FILED DECEMBER 20, 2013 IN BOOK 2013 AT PAGE 129 AND 130, YOLO COUNTY RECORDS.

APN: 041-070-054-000 (Parcel 1) and 041-070-055-000 (Parcel 2)



First Amendment to Development Agreement Between City of Woodland and Cal West Investors LLC and Optimistic Partners LLC

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 15-01 BETWEEN  
CITY OF WOODLAND AND CAL WEST INVESTORS, LLC AND OPTIMISTIC  
PARTNERS, LLC**

This First Amendment to Development Agreement (hereinafter "Amendment") is entered into effective on the date it, or a Memorandum of Agreement, 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 Cal West Investors, LLC and Optimistic Partners, LLC (hereinafter together "OWNER") pursuant to Government Code section 65864 *et seq.* and in light of the following recitals:

**RECITALS**

WHEREAS, CITY and Cal West Investors, LLC and Optimistic Partners, LLC, previously entered into that certain Amended and Restated Development Agreement ("Agreement") as adopted by the City Council on September 3, 2013, and pursuant to Government Code section 65864 *et seq.* for the development of a certain project described in the Agreement ("Project"); and

WHEREAS, CITY and OWNER now wish to amend the Agreement in order to rezone approximately 8 acres of the original Property (the "Premises," as further described in **Exhibit 1**, attached hereto and incorporated herein), with Yolo County Assessor Parcel Numbers 041-070-051-000 and 041-070-055-000, 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 CITY and delivered to OWNER; and (iv) the Amendment, or a Memorandum of Agreement, has been recorded with Yolo County (the "Effective Date").
2. Amendment to Section 2.7(b). The address of Best Best & Krieger LLP, as provided for in Section 2.7(b) is changed to "500 Capitol Mall, Suite 1700."
3. Amendment of Section 3.1.2. Section 3.1.2 of the Agreement is hereby amended to read as follows, with text shown in strikethrough for deletions and double underline for new text:

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, the 5.89 acre R-8 site (shown as "Remainder Parcel" in TSM # 4991), the 2 acre R-8 site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, and the 10 8 acre park and neighborhood commercial parcel, which is the subject of this Agreement. The TSM # 4991 which results in 176 R-8 units. The remaining R-8 parcels are zoned for a possible 49 additional units (the "Rezone Property"), and a remainder parcel that is zoned for a possible 84 units on the multi-family site.

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

4. Addition of Section 3.11. Section 3.11 is hereby added to the Agreement to read as follows:

3.11 Future Subdivision Map(s). A tentative subdivision map application shall be required that will set forth the lotting pattern of the Remainder Parcel and the 2-acre, R-8 development site east of the park. This Agreement shall be amended at the same time as tentative map approval and shall set forth applicable infrastructure improvements, timing and methods of financing improvements, and other specific performance obligations of the OWNER and CITY as related to the development of the Remainder Parcel and the 2-acre, R-8 development site east of the park.

5. Addition of Section 4.11. Section 4.11 is hereby added to the Agreement to read as follows:

4.11 Development and Transfer of N1 Park. This Section 4.11 sets forth the various obligations of OWNER to develop the N1, 8-acre park and sets forth OWNER's obligations to transfer the N1 Park to CITY.

4.11.1 Conceptual N1 Park Master Plan. Within ten (10) days following City Council approval of this Amendments, OWNER shall provide CITY FIFTEEN THOUSAND DOLLARS (\$15,000.00) to fund the creation of a Park Improvement Master Plan for the N1, 8-acre park site. The Park Improvement Master Plan shall define the design of the N1 park improvements sufficient to determine the location of the permanent play structure within the first two acres to be built and other anticipated future park improvements. OWNER and CITY shall determine a mutually agreed upon date for the completion of the Master Plan.

4.11.2 N1 Park Purchase and Sale Agreement. OWNER and CITY shall negotiate a Purchase and Sale Agreement ("PSA") that will provide for the purchase by CITY of the N1 Park. The purchase price for the N1 park shall be negotiated following an appraisal paid for equally by CITY and OWNER. The PSA shall be negotiated prior to CITY's approval of the first final map that includes the fourteen (14) lots created by the rezoning of the 2-acre Neighborhood-Commercial property to R-8 residential zoning. Notwithstanding anything in this Agreement, or any other CITY approval, CITY shall have no obligation to approve a subdivision map for the lots created by the rezoning of the 2-acre Neighborhood-Commercial property to R-8 residential zoning until and unless OWNER and CITY have executed the PSA pursuant to this Section 4.11.2.

4.11.3 N1 Park Improvements. To the extent the PSA is executed, as described above in Section 4.11.2, then prior to the issuance of the fiftieth (50th) building permit issued for the Project, OWNER shall commence construction of 2 acres of the 8-acre park. Such construction shall include at a minimum irrigation and turf and installation of a play structure consistent with the Park Improvement Master Plan ("Two Acre Park Improvements"). In no event shall OWNER be obligated to spend an amount greater than FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) for the Two Acre Park Improvements, including all design, soft costs, and contingencies. OWNER agrees that this amount shall be adjusted by the annual Construction Cost Index (CCI) each January 1<sup>st</sup>, starting January 1, 2016. OWNER agrees to use its commercially reasonable efforts, weather permitting, to commence the construction of the Two Acre Park Improvements immediately thereafter, and diligently proceed to complete the Two Acre Park Improvements within one year thereafter. OWNER acknowledges that time is of the essence as to the commencement and completion of the Work. The PSA required under Section 4.11.2 shall include requirements for security equal to 125 percent (125%) of the total reimbursable cost (\$450,000). CITY shall reimburse OWNER for the Two acre Park Improvements from the Spring Lake Park SLIF Fees, pursuant to a payment schedule set forth in the PSA. OWNER acknowledges that improvements to the remaining 6 acres of Park are at sole discretion of the CITY and subject to availability of

sufficient Spring Lake Park SLIF fees prior to commencing construction of the remaining improvements.

4.11.4 Transfer of Park from OWNER to CITY. After CITY issues a Notice of Completion for the N1 park initial 2 acre improvements, OWNER shall transfer ownership of the entire N1 Park property to CITY pursuant to the terms of the PSA required under Section 4.11.2.

6. Addition of Section 4.13. Section 4.13 is hereby added to the Agreement to read as follows:

4.13 Funds for Bike and Pedestrian Improvements. OWNER agrees to pay to the CITY a total of \$1,000.00 per lot created within the Rezone Property and \$150.00 per lot for the existing R-8 designated lots in TSM #4991, towards improved Spring Lake bicycle and pedestrian connectivity and enhancement project(s) such as the HWY 113 Bike/Pedestrian Overcrossing. Payments shall be made at time of approval of final map for each phase of the Project.

7. Amendment of Exhibit "C" of the Agreement. Exhibit C of the Agreement is hereby amended to amend the conditions of approval for the Project. Exhibit "C" of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit "C,"** attached hereto and incorporated by this reference.

8. Amendment of Exhibit "D" of the Agreement. Exhibit D of the Agreement is hereby amended to amend the Development Fees and other fees identified in the Agreement for the Project. Exhibit "D" of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit "D,"** attached hereto and incorporated by this reference.

9. 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 be 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. Effect of Amendment. Except as expressly modified by this Amendment, the Development Agreement shall continue in full force and effect according to its terms and conditions, and CITY and OWNER hereby ratify and affirm all of their respective rights and obligations under the Development Agreement.

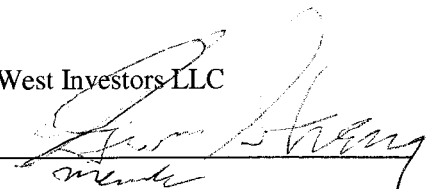
[Remainder of page intentionally left blank. Signatures on following page.]

First Amendment to Development Agreement Between City of Woodland and Cal West Investors LLC and Optimistic Partners LLC

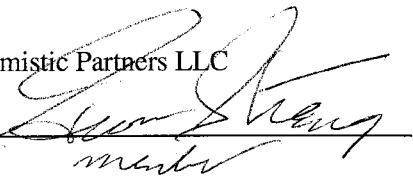
i. Waiver. Execution of this Amendment by CITY shall not be deemed a waiver of any rights held by CITY under the Agreement, nor of any obligations or breaches of the Agreement by OWNER, whether or not CITY is aware of any such breaches as of the Effective Date of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Development Agreement on the day and year set forth below.

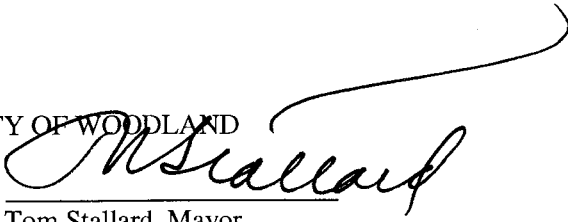
Cal West Investors LLC

By: 

Optimistic Partners LLC

By: 

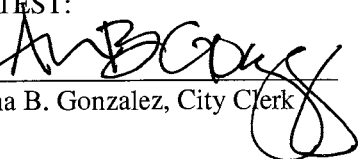
CITY OF WOODLAND

By: 

Tom Stallard, Mayor

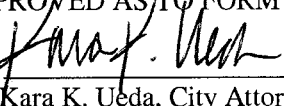
Dated: 4-14-15

ATTEST:

By: 

Ana B. Gonzalez, City Clerk

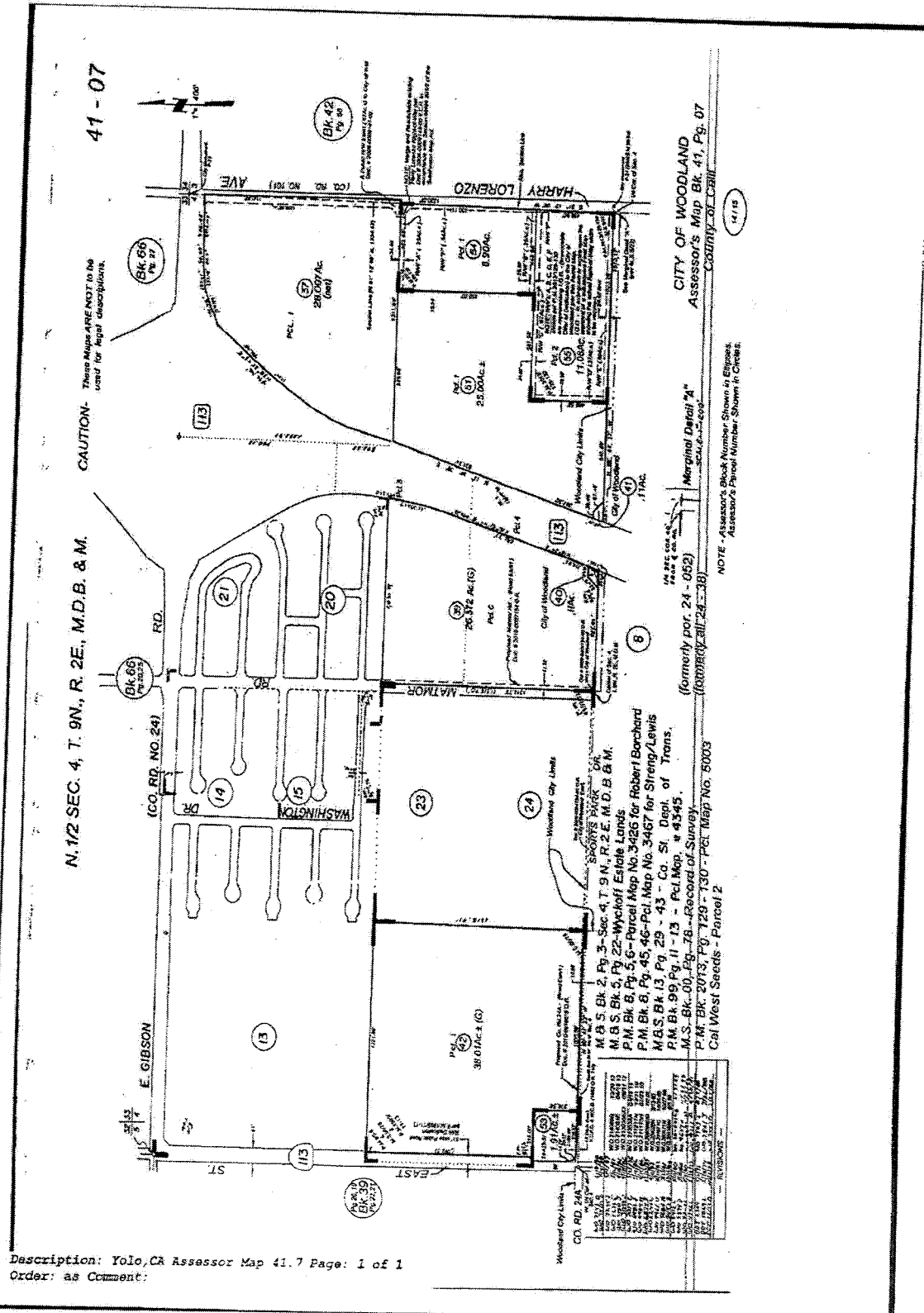
APPROVED AS TO FORM

By: 

Kara K. Ueda, City Attorney

**EXHIBIT 1**

**Assessor Parcel Map and Legal Description**



**LEGAL DESCRIPTION**

Real property in the City of Woodland , County of Yolo, State of California, described as follows:

PARCELS 1 AND 2, AS SHOWN ON PARCEL MAP NO. 5003 FILED DECEMBER 20, 2013 IN BOOK 2013 AT PAGE 129 AND 130, YOLO COUNTY RECORDS.

APN: 041-070-054-000 (Parcel 1) and 041-070-055-000 (Parcel 2)



### LEGAL DESCRIPTION

Real property in the City of Woodland , County of Yolo, State of California, described as follows:

**PARCEL ONE:**

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 9 (NINE) COURSES:

- 1) SOUTH 89° 43' 05" EAST, 828.66 FEET;
- 2) THENCE SOUTH 00° 16' 55" WEST, 850.00 FEET;
- 3) THENCE NORTH 89° 43' 05" WEST, 581.98 FEET;
- 4) THENCE SOUTH 00° 16' 55" WEST, 469.58 FEET;
- 5) THENCE NORTH 89° 42' 13" WEST, 546.89 FEET;
- 6) THENCE NORTH 44° 42' 48" WEST, 87.48 FEET;
- 7) THENCE NORTH 89° 42' 48" WEST, 36.46 FEET;
- 8) THENCE NORTH 18° 23' 55" EAST, 387.50 FEET;
- 9) THENCE NORTH 17° 38' 39" EAST, 931.74 FEET TO THE POINT OF BEGINNING.

SAID LEGAL IS SHOWN AS PARCEL 1 IN EXHIBIT "A" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED AUGUST 8, 2012 AS INSTRUMENT NO. 2012-0025469 AND AS INSTRUMENT NO. 2012-0025470, YOLO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

**PARCEL TWO:**

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER, UNDER AND ACROSS THE NORTHERLY 25 FEET OF "PARCEL 2" AS SHOWN ON EXHIBIT "A" ON THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 2, 2007, INSTRUMENT NO. 2007-0023630, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL ONE ABOVE.

APN: 041-070-051-000

## **EXHIBIT C**

### **CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT, INCLUDING TENTATIVE SUBDIVISION MAP #4991**

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

#### **General Conditions**

1. Project Approval. The Project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the August 20, 2013 City Council staff report and in the February 3, 2015 City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC project, except as modified by these conditions of approval. Substantive modifications to the Project description may require modification of the Development Agreement, conditions and environmental documents.
2. Indemnification. OWNER shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers and employees from any claim, action or proceeding against CITY or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by CITY, its legislative body, advisory agencies or administrative officers. CITY will promptly notify OWNER of any such claim, action, or proceeding against CITY, and OWNER will either, at CITY's discretion, undertake defense of the matter and pay 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. 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, OWNER 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.

OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If 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, OWNER will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, CITY does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes CITY to impose certain fees, and that may waive 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. OWNER shall be responsible for coordinating all plans to ensure consistency throughout the various plan submittals including site, landscaping, and improvement plans, prior to submittal for review.
8. Affordable Housing. The Project is subject to the Spring Lake Affordable Housing Plan in effect at time of construction and/or applicable affordable housing in-lieu fees, and Ordinance 6A, CITY's Inclusionary Housing Ordinance. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that either (a) ten percent (10%) of all multi-family units be affordable to Low-Income households and that twenty percent (20%) of the units to be affordable to Very Low-Income households, or (b) that twenty five percent (25%) of the units are affordable to Very Low-Income households. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. At such time that a tentative subdivision map is approved for the 2-acre, R-8 residential site located east of the park, a determination regarding the requirement for additional affordable units shall be made, consistent with the SLSP Affordable Housing Plan (AHP) based on the proposed number of housing units. Based on the preliminary Lotting Plan for the 2 acre site located east of the park, the site will be developed with 14 single family units. As such 1 single family unit shall be made affordable to a low-income household.

The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park has been met (see discussion in the February 3, 2015 City Council staff report).

9. Concurrent Construction. The affordable single family units shall be dispersed throughout the Project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If OWNER desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.
10. Inclusionary Housing Agreement. Prior to CITY's approval of OWNER's first final map, 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 CITY, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
11. SLSP AHP Compliance. Prior to approval of the map(s), OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots. Tentative Map #4991 will result in 176 single family lots of which 18 will be low income units.
12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid at Final Map and at the rate in effect for each single family market rate unit.
13. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and OWNER may provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. OWNER may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be economically infeasible, as determined by the Community Development Director. Affordable, for-sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.
14. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard as those used for market rate units; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
15. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by CITY, a 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).
16. 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), and 6.24 and 6.25 (fire station).
  17. Nexus Study. OWNER shall comply with the requirements of the Spring Lake Specific Plan Nexus Study.
  18. 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.
  19. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the Project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by CITY shall be applied as follows, and in the following order: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at CITY's discretion.
  20. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by CITY unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan Area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.
  21. Reservation of Lots for public sale. The requirements of Section 21-15-1 of CITY's 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, 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.

## **Finance Department**

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

## **Community Development**

25. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)
26. Prior to the start of any work on-site, OWNER shall request and attend a pre-construction meeting to include the Project superintendent, architect, subcontractors, as well as CITY representatives including Community Development and/or Public Works.
27. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

28. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.
29. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
- Locations, size and quantity of all plant materials.
  - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
  - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
  - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
  - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
  - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
30. Street Tree Master Planting Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.
31. 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). Final landscaping plans for all areas to be maintained by the SLSP Lighting and Landscape District shall be submitted for review and approval by the Community Development and Parks Department. Due to poor soil conditions in the Project area, soil sample analysis shall be provided for publicly maintained landscaping areas and resulting recommendations shall be complied with to the satisfaction of the Community Development Director.

32. Tree Preservation and Replacement Planting

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



33. 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).
34. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
35. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.
36. Compliance with State Water Conservation Ordinance. OWNER shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
37. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A and shall be 28 feet in width. The entire length of the Project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. The sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.
38. Sound Wall Landscaping. Landscaping shall be provided in accordance with 6.2.1 (d) to help screen the wall, minimize graffiti and provide shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or cedars depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

39. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.
40. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.
41. Greenbelt Connector. As shown in the preliminary lotting map as "Lot F," land shall be provided as a greenbelt and shall be constructed in conjunction with adjoining development and/or street improvements to serve as an extension of the greenbelt located on the east side of Harry Lorenzo Avenue along Farmer's Central connecting the greenbelt trail system to the park. The greenbelt extension shall be designed and landscaped consistent with Section 7.1 and 7.2.1 of the SL Design Standards. The greenbelt extension shall be included in the Spring Lake Lighting and Landscaping assessment district.
42. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
43. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, OWNER shall establish neighborhood entry signs. A sign shall be provided at the northwest corner entry of Harry Lorenzo Avenue and "D" Street and at the southeast corner of "Lot F" as shown on the proposed Lotting Plan, consistent with SL Design Standard 1.6.2.

A design specification for these signs shall be prepared for review and approval by the Community Development Director and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit for the phase in which they are located.
44. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
45. Energy Efficiency. All future development shall at a minimum meet the energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five percent (5%) of all units shall have roof mounted photovoltaic energy systems or other alternate renewable energy generation systems. The method and number of homes to be identified with submittal of design review application. All homes shall be

photovoltaic ready and have electric vehicle charging outlets in every garage on a dedicated circuit.

46. 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.
47. 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.

**SLSP Mitigation Measures:**

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

50. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, 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.
51. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed (signed and recorded with Yolo County) and in place prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement.
52. Raptor Survey. OWNER 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.
53. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc. May 2011 – Geocon project no s9574-06-01) shall be followed.
54. Air Quality Directives. OWNER shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
55. Mosquito Vector Control. Prior to each construction season, if OWNER has a project under construction, OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
56. Construction Recycling. Prior to the commencement of construction on any project, 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)
57. Dust Suppression. OWNER shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

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

## **Engineering Development Services**

### **Roadways**

60. Regarding "E" Street between phase 1 and phase 2 and "B" Street road between phases 2 and 3 and "D" Street between phases 3 and phase 4, this road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).
61. Streets fronting the park: Subdivisions opposite the park shall complete corresponding street section including curb, gutter, sidewalk, landscaping, lighting, hydrants and appurtenances for the park. This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.
62. OWNER shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.
63. Unless constructed by others, OWNER shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of OWNER, CITY will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. The final cost determination shall be approved by the City Engineer.
64. Unless constructed by others, OWNER shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of Harry Lorenzo Drive to its southerly terminus.
65. Unless constructed by others, OWNER shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of OWNER, CITY will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners.

The third party reimbursement agreement shall be completed prior to the approval of the final map.

66. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. The path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of CITY. At a minimum, the corridor shall include a 10 foot path and shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, two, 4 inch conduits for future broadband constructed to fiber standards, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing and connect to conduits under SR 113 placed by others. Furthermore, design of the greenbelt corridor shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. The greenbelt corridor shall be constructed with phase 3 of the subdivision. Timing of the greenbelt corridor may be deferred at the discretion of the Community Development Director until the remainder parcel is developed provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a CITY held escrow account. For purposes of third party reimbursement, a fair share shall be determined by the following process:

- A. With the first final map application OWNER shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate for the greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.
- B. Then the total cost shall be divided by 225 (176 units for the map plus 49 additional units estimated as a result of the R-15 and Neighborhood Commercial site rezones).
- C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement
- D. Upon request, CITY will enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefiting property owner.

- E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013. and as subsequently amended and in accordance with the Funding and Reimbursement Agreement.
67. Prior to approval of the first final map OWNER shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. The plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. OWNER shall construct components of the traffic calming plan as part of the public improvement program.
68. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.
69. With the first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive, OWNER shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.
70. Details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of CITY.
71. OWNER shall provide paved access with bollard or gate control to CITY approved openings in the sound wall for maintenance access. Paved access and access control design shall be subject to the approval of CITY. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.
72. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.
73. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

#### **Easements and Right of Way**

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

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

#### **Wastewater and Sewer Collection System**

81. The Property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
82. 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.
83. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.
84. OWNER shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.
85. Any onsite septic tanks shall be to Yolo County Health Department standards, prior to the final map within which boundary it is contained.

#### **Storm Water**

86. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for



project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the Project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by OWNER shall be consistent with the most recent version of the CITY's Storm Drainage Master Plan criteria and CITY Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and detention basins if required. The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. OWNER shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse OWNER for oversize improvements on a pro rata basis per Development Agreement.

87. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the Project. 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.
88. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
89. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.
90. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 91 below.
91. Each phase of the Project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a CITY held escrow account). The calculation shown below is an

example based on the anticipated number of units in the map. The calculation shall be updated as needed. A fair share shall be determined by the following process:

- A. With the first final map OWNER shall prepare a preliminary design with a cost estimate for a 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.
- B. Then the total cost shall be divided by 225 (176 units for the map plus 49 additional units estimated as a result of the R-15 and Neighborhood Commercial site rezones).

Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee credit account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake, adopted by the City Council on March 5, 2013, as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

- C. Upon request CITY will enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.
- D. Cash payments (once made) and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan as adopted by the City Council on March 5, 2013, as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

### **Storm Water Quality Control**

- 92. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm Water Pollution Prevention Plan).
- 93. OWNER shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
- 94. OWNER shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

### **Water Infrastructure Conditions**

95. All materials and installation of the water system shall be at OWNER's expense per City of Woodland Standard Specifications and Details.
96. 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.
97. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, CITY may enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.
98. 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. OWNER shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the Project. OWNER 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 CITY's water distribution system.
99. 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 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 OWNER's facility, OWNER shall make application and receive approval from the City Engineer or his/her designated agent.
100. 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.
101. One Water Sampling Station shall be installed with the first final map.
102. OWNER shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

### **Landscaping**

103. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted by CITY 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.

104. The entire sound wall along the western edge of the tentative map shall be constructed as a part of Phase 3 of the final map for the Project. Sound wall design and construction costs are eligible for SLIF credits.
105. A 28' landscape strip shall be constructed along the western boundary of the Property as a part of Phase 3 of the Project. OWNER shall bond for landscaping and include the landscaping in the public improvements, which are eligible for SLIF credits upon addition to the Spring Lake CIP.

### **Grading**

106. 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 Project. 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.
107. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the Grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
108. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

### **Fees**

109. OWNER shall pay all required fees for processing final maps (technical check) with final map submittal.
110. Prior to approval of improvement plans, OWNER shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the CITY's 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.

111. At building permit issuance OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.
112. 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.
113. If existing buildings are demolished, OWNER shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees. If there are no sewer or water service connections no sewer or water impact fees will be credited.

#### **Engineering General Conditions**

114. Prior to final map, 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 Engineer and Community Development Department.
115. OWNER shall document and show evidence that all tentative map conditions are met with submittal of final map.
116. 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.
117. OWNER shall prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
118. OWNER shall submit proposed street names to CITY's Fire Department for approval with a copy to Engineering prior to improvement final map submittal.
119. Public improvements, in addition to roadway construction, shall include water, sewer and storm drain mains, fire hydrants, street lights, and appurtenances.
120. All non-single family water services to this Project shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.
121. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map.

122. OWNER shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to CITY prior to approval of the final map and start of construction.
123. 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.
124. 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.
125. If improvements are constructed and/or installed by a party or parties other than 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) (approval of the final map) to the other party or parties that constructed or installed the improvements.
126. 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.
127. If greater than 640 square feet, second units shall pay single family dwelling unit development fees.
128. All second units shall have separate water service and meter.
129. This Project is subject to the Construction and Demolition Debris Recycling and Diversion Ordinance (Ordinance No. 1469).
130. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
131. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
132. 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.
133. OWNER shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds.

#### **Fire Department**

134. Weed Abatement. OWNER shall comply with the City of Woodland Weed Abatement Ordinance. OWNER shall maintain the Property throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.
135. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. OWNER shall meet the required volume and duration at the Project site prior to obtaining a building permit.
136. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

#### **Building Division**

137. OWNER shall comply with the current codes that are in effect at the time of plan submittal.
138. Plans will need to be complete at the time of submittal as CITY does not accept deferred submittals.
139. All sub-contractors/companies working on the Project will be required to obtain a City of Woodland Business Registration ("Business License").
140. OWNER shall comply with FEMA regulations.

#### **Yolo Solano Air Quality Management District ("District")**

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

First Amendment to Development Agreement Between City of Woodland and Cal West Investors LLC and  
Optimistic Partners LLC



## EXHIBIT D

### Development Impact Fees

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of January 28, 2015, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

| Development Impact Fee                                                                 | SFD     | MF            |
|----------------------------------------------------------------------------------------|---------|---------------|
| General City                                                                           | \$837   | \$698         |
| Fire                                                                                   | \$1,291 | \$967         |
| Library                                                                                | \$51    | \$43          |
| Police                                                                                 | \$1,104 | \$921         |
| Wastewater                                                                             | \$6,058 | \$5,050       |
| Water                                                                                  | \$556   | \$341         |
| Parks--Springlake                                                                      | \$3,826 | \$3,188       |
| Roads                                                                                  | \$5,582 | \$4,073       |
| Surface Water (a future fee for the development of surface water treatment facilities) | \$2,892 | By meter size |
| MPFP Admin Fee                                                                         | \$166   | \$115         |

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$41,532 and MF \$27,410; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (cost subject to annual change);
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee: Prior to final map or project approval single family applicant shall pay \$243.00/single family DUE (more on some maps) for the construction of transit capital improvements;
- Public transit operation fee: Prior to final map or project approval applicant shall pay a \$35.00 per single family DUE fee;

First Amendment to Development Agreement Between City of Woodland and Cal West Investors LLC and Optimistic Partners LLC

- Spring Lake Offsite Affordable Housing fee of \$1,100 per market rate single family lot;
- Fiscal Deficit mitigation fees of \$1,500 for SFD, and \$1,050 for MFD;
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit; and
- \$794 per house for 25A, construction and reimbursement, the fee is due at building permit.

# Arborist Report

Cal West Property  
Sacramento County, California

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Prepared for: Cal West Investors

June 14, 2011

Submitted by:

 **FOOTHILL ASSOCIATES**

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## 1.0 INTRODUCTION

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This report presents the results of a tree survey conducted on the ±45-acre Cal West property in the City of Woodland in Yolo County, California. The project site is bounded by State Highway 113 on the west, County Road 101 on the east, and a drainage canal on the south. The surrounding land is currently used for agriculture. The project site is located in Township 9N, Range 2E, Section 4 of the USGS 7.5-Minute *Woodland and Grays Bend* Quadrangles (**Figure 1**).

The City of Woodland regulates impacts to or removal of trees under Section 20A of the City Code. Trees are defined as any woody plant with a trunk of 6 inches or more in diameter at breast height (54" above grade). Applications for new development must include a program for the preservation of street trees, heritage, specimen, and landmark trees, and trees with aesthetic value. Protected trees are defined as follows:

**Heritage Tree:** Any valley oak (*Quercus lobata*) with a trunk diameter of thirty-three inches or more at breast height which is of good quality in term of health, vigor, growth and conformity to generally accepted horticultural standards of shape for its species.

**Landmark Tree:** A tree or stand of trees which is of historical or public significance as designated by the city council upon the recommendation of the parks and recreation commission, the historical preservation commission, and the urban forestry commission.

**Specimen Tree:** Any tree of interest because of size or unusual species, other than a heritage tree, which is of good quality in terms of health, vigor or growth and conformity to generally accepted horticultural standards of shape for its species, as designated by the city council upon the recommendation of both the parks and recreation commission and the urban forestry group.

**Tree with Aesthetic Value:** Any tree with a diameter of nine inches or more at breast height which is in healthy condition.

**Street tree:** Any tree growing within the tree maintenance strip, whether or not planted by the city.

Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15-gallon trees for each six inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires mitigation planting of approved species at a rate of two 15-gallon trees for each six inches removed.

## 2.0 METHODS

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The property was surveyed by an International Society of Arboriculture (ISA) Certified Arborist (WE-6727A) on March 3, 2011. All trees located on or overhanging the property were examined to determine species type and trunk diameter at breast height (DBH). A diameter tape or calipers were used to verify each trunk diameter at 54 inches above grade. All trees with trunks six inches or greater in diameter were inventoried. The measurement from the trunk to the end of the longest lateral limb was used as the dripline radius (DLR). All of the inventoried trees within the existing fencelines were numbered in the field with an aluminum tag. Trees located off-site were not tagged. Tree tag numbers correspond to the numbering in **Appendix A** and on **Figure 2**.

The health and structural condition of each tree was rated according to **Table 1**. The health rating considers factors such as the size, color, and density of the foliage; the amount of deadwood within the canopy; bud viability; evidence of wound closure; and the presence or evidence of stress, disease, nutrient deficiency, and insect infestation. The structural rating reflects the trunk and branch configuration; canopy balance; the presence of included bark and other structural defects such as decay; and the potential for structural failure. In cases where conditions fall between the Good, Fair, and Poor ratings, intermediate ratings Fair-Good and Fair-Poor were used.

**Table 1 — Tree Rating System**

| <b>Rating</b>         | <b>Tree Health</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Good</b>           | There is an average or below-average amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density are typical for the species; buds are normal size, viable, abundant, and uniform throughout the canopy; current and past growth increments are generally average or better; any callusing is vigorous. This health rating indicates that there is very little, if any, evidence of stress, disease, nutrient deficiency, and/or insect infestation.                                                                                                                                                                                                                                                                  |
| <b>Fair</b>           | There is an above-average amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density may be below what is typically expected for the species; buds are normal size and viable, but slightly sparse throughout the canopy; current and past growth increments may be below average; tree may be slow to callus around old wounds. This health rating indicates that there is moderate evidence of stress, disease, nutrient deficiency, and/or insect infestation.                                                                                                                                                                                                                                                    |
| <b>Poor</b>           | There is an extreme amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density are clearly compromised; very few viable buds are present throughout the canopy; current and past growth increments are meager; no evidence of callusing around old wounds. This health rating indicates that there is widespread evidence of stress, disease, nutrient deficiency, and/or insect infestation.                                                                                                                                                                                                                                                                                                                        |
| <b>Tree Structure</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Good</b>           | No wounds, cavities, decay, or indication of hollowness are evident in the root crown, trunk, or primary and secondary limbs; no anchor roots are exposed; no codominant branching or multiple trunk attachments are present; very little included bark at branch attachments exists; no dead primary or secondary limbs are present in canopy; there have been no major limb failures; limbs are not overburdened; branching structure is appropriate for species; any decay is limited to small dead branches/stubs. This structure rating represents a low potential for failure.                                                                                                                                                                                        |
| <b>Fair</b>           | With respect to the size of the tree, small to moderate wounds, cavities, decay, and indication of hollowness may be evident in the root crown, trunk, and/or primary and secondary limbs; some anchor roots may be exposed; codominant branching or multiple trunk attachments may be present, but included bark does not exist or is not well developed; minor to moderate amounts of included bark at branch attachments may exist; there may be small to moderate amounts of large dead limbs in canopy, but there is no evidence of large limb failures; limbs may be slightly overburdened; branching structure and/or canopy balance may be moderately altered by the tree's growing environment. This structure rating represents a moderate potential for failure. |
| <b>Poor</b>           | With respect to the size of the tree, significant wounds, cavities, decay, and/or indication of hollowness may be evident in the root crown, trunk, and/or primary and secondary limbs; anchor roots may be exposed and/or the tree may have lost anchorage; codominant branching or multiple trunk attachments may be present; significant amounts of included bark may exist in trunk and branch attachments; there may be significant amounts of large dead limbs in the canopy; there may be evidence of trunk or large limb failures; limbs may be severely overburdened; branching structure and/or canopy balance may be drastically altered by the tree's growing environment. This structure rating represents a high potential for failure.                       |

### 3.0 RESULTS AND DISCUSSION

A total of 5 trees, consisting of 3 valley oaks, one California fan palm (*Washingtonia filifera*) and one Canary Island date palm (*Phoenix canariensis*) are located on the project site. An additional 16 valley oaks are located adjacent to and overhanging the project site. Most of the surveyed trees are located in a windrow along the fenceline on the north boundary of the property. All of the trees are in good health, although some have pruning wounds where branches have been removed. None of the trees are recommended for removal. **Table 2** lists the surveyed trees by their health and structure ratings. **Appendix A** shows detailed data for all surveyed trees.

**Table 2 — Number of Surveyed Trees by Health and Structure Ratings**

| Structure |             |      |           |      |           |      |             |
|-----------|-------------|------|-----------|------|-----------|------|-------------|
| Health    |             | Good | Fair-Good | Fair | Poor-Fair | Poor | Total Trees |
|           | Good        | 7    | 12        | 1    |           |      | 20          |
|           | Fair-Good   |      | 1         |      |           |      | 1           |
|           | Fair        |      |           |      |           |      | 0           |
|           | Poor-Fair   |      |           |      |           |      | 0           |
|           | Poor        |      |           |      |           |      | 0           |
|           | Total Trees | 7    | 13        | 1    | 0         | 0    | 21          |

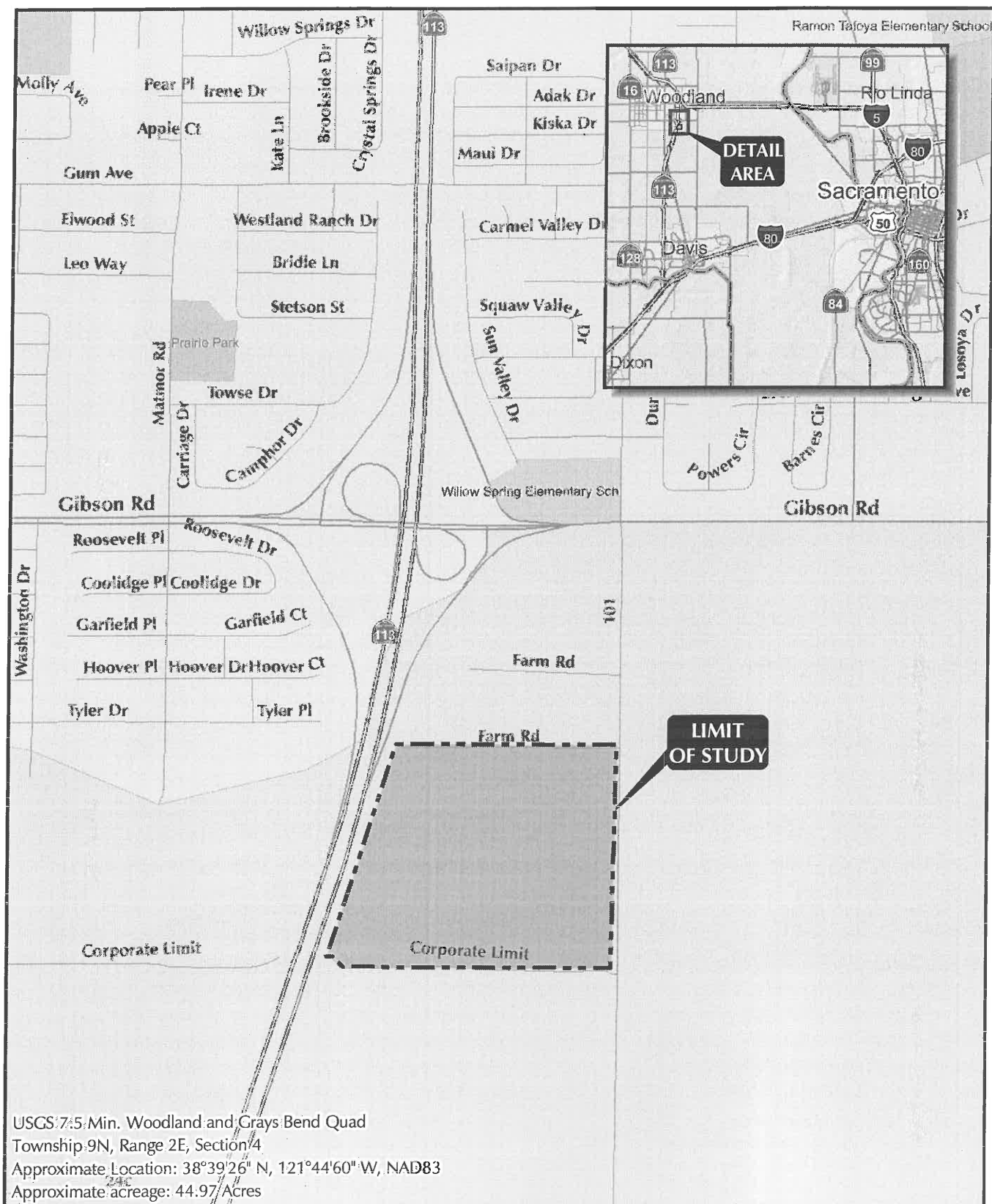
The trees located on the project site are all in good health. Tree #37 is a Heritage Tree, for which mitigation is required. Three other trees are designated as Trees with Aesthetic Value, although replacement planting is not required under the City's tree ordinance. In addition, Tree #117 may be considered a Street Tree, as it is located along County Road 101. Eight of the trees located off site qualify as Trees with Aesthetic Value and one is a Heritage Tree.

The proposed project is anticipated to remove all of the surveyed trees due to grading and development. Mitigation planting is required for removal of the two Heritage Trees. If tree #117 is considered a street tree by the City of Woodland, mitigation will be required for its removal. Required mitigation is shown in **Table 3**. No trees are planned to be preserved. If the project plan is amended to preserve existing trees, preservation measures should be taken in accordance with the City of Woodland's Design and Engineering Standards and Standard Specifications. Additional tree protection requirements for native oak trees are identified in standard specification section 19.04.



**Table 3 — Tree Impacts and Required Mitigation**

| <b>Tree Number</b>               | <b>Species</b>          | <b>Impact</b> | <b>Special Classification</b>         | <b>Mitigation Required</b>                                           |
|----------------------------------|-------------------------|---------------|---------------------------------------|----------------------------------------------------------------------|
| 37                               | Valley Oak              | Removed       | Heritage Tree                         | 24 15-gallon valley oaks                                             |
| 38                               | California Fan Palm     | Removed       | Aesthetic Value                       | None                                                                 |
| 39                               | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 100                              | Valley Oak              | Removed       | Heritage Tree                         | 36 15-gallon valley oaks                                             |
| 101                              | Valley Oak              | Removed       | None                                  | None                                                                 |
| 102                              | Valley Oak              | Removed       | None                                  | None                                                                 |
| 103                              | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 104                              | Valley Oak              | Removed       | None                                  | None                                                                 |
| 105                              | Valley Oak              | Removed       | None                                  | None                                                                 |
| 106                              | Valley Oak              | Removed       | None                                  | None                                                                 |
| 107                              | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 108                              | Valley Oak              | Removed       | None                                  | None                                                                 |
| 109                              | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 110                              | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 111                              | Valley Oak              | Removed       | None                                  | None                                                                 |
| 112                              | Valley Oak              | Removed       | None                                  | None                                                                 |
| 113                              | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 114                              | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 115                              | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 116                              | Valley Oak              | Removed       | Aesthetic Value                       | None                                                                 |
| 117                              | Canary Island Date Palm | Removed       | Aesthetic Value, Possible Street Tree | 12 15-gallon trees from approved list if a Street Tree               |
| <b>Total Mitigation Required</b> |                         |               |                                       | <b>60 15-gallon valley oaks<br/>12 15-gallon trees (potentially)</b> |



## SITE AND VICINITY

**FOOTHILL ASSOCIATES**  
 ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE



0 400 800  
 SCALE IN FEET

Drawn By: RJM  
 Date: 03/09/11

**FIGURE 1**

### Proposed Project

- Proposed Right of Way
- Proposed Development
- Proposed Drainage Swale
- Project Boundary

### Tree Legend

- ☆ Valley Oak: Heritage Tree, On-site
- △ Valley Oak: Aesthetic Value, On-site
- Valley Oak: On-site
- △ California Fan Palm: Aesthetic Value, On-site
- ▲ Canary Island Date Palm: Aesthetic Value, On-site
- ☆ Valley Oak: Heritage Tree, Off-site
- △ Valley Oak: Aesthetic Value, Off-site
- Valley Oak: Off-site
- Tree Canopy

COUNTY ROAD 101



### TREE LOCATIONS

**FOOTHILL ASSOCIATES**  
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE



0 175  
SCALE IN FEET

Drawn By: MMB  
Date: 04/12/11

### FIGURE 2

CAL WEST PROPERTY

Tree\_Map.mxd © 2011

## **Appendix A — Tree Survey Data**

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## Appendix A

### Tree Survey Data

#### Trees Located On Site

| Tree # | Species                 | # of Trunks | DBH (inches) | DLR (feet) | Health | Structure | Additional Notes                                                                           | Expected Impacts             |
|--------|-------------------------|-------------|--------------|------------|--------|-----------|--------------------------------------------------------------------------------------------|------------------------------|
| 37     | Valley Oak              | 1           | 35           | 30         | Good   | Good      | Heritage Tree                                                                              | Removed - located on lot     |
| 38     | California Fan Palm     | 1           | 16           | 6          | Good   | Good      | Aesthetic Tree                                                                             | Removed - located on lot     |
| 39     | Valley Oak              | 1           | 10           | 10         | Good   | Fair-Good | Aesthetic Tree, asymmetrical canopy, minor pruning wounds                                  | Removed - located on lot     |
| 105    | Valley Oak              | 2           | 6,8          | 8          | Good   | Fair-Good | Not Tagged                                                                                 | Removed - located in road    |
| 117    | Canary Island Date Palm | 1           | 36           | 15         | Good   | Good      | Aesthetic Tree overhead utility lines, Possible Street Tree (in road shoulder), Not Tagged | Removed due to road widening |

## Appendix A

### Tree Survey Data

#### Trees Located Off Site

| Tree # | Species    | of Trunk | DBH<br>(inches) | DLR<br>(feet) | Health    | Structure | Additional Notes                       | Expected Impacts                                 |
|--------|------------|----------|-----------------|---------------|-----------|-----------|----------------------------------------|--------------------------------------------------|
| 100    | Valley Oak | 1        | 54              | 45            | Good      | Fair-Good | Heritage Tree                          | Removed - swale grading close to trunk           |
| 101    | Valley Oak | 1        | 7               | 12            | Good      | Good      |                                        | Removed - located in road                        |
| 102    | Valley Oak | 1        | 7               | 11            | Good      | Fair-Good |                                        | Removed - located in road                        |
| 103    | Valley Oak | 1        | 9               | 12            | Good      | Fair-Good | Aesthetic Tree                         | Removed - located in road                        |
| 104    | Valley Oak | 1        | 7               | 9             | Good      | Fair-Good |                                        | Removed - located in road                        |
| 106    | Valley Oak | 2        | 4,6             | 8             | Good      | Fair-Good |                                        | Removed - located in road                        |
| 107    | Valley Oak | 1        | 10              | 12            | Good      | Fair-Good | Aesthetic Tree                         | Removed - located in road                        |
| 108    | Valley Oak | 1        | 6               | 7             | Fair-Good | Fair-Good | overhead utility lines                 | Removed - located in road                        |
| 109    | Valley Oak | 1        | 9               | 10            | Good      | Fair-Good | Aesthetic Tree, overhead utility lines | Removed - located in road                        |
| 110    | Valley Oak | 1        | 9               | 13            | Good      | Fair-Good | Aesthetic Tree, overhead utility lines | Removed - located in road                        |
| 111    | Valley Oak | 1        | 7               | 8             | Good      | Good      |                                        | Removed - located in road                        |
| 112    | Valley Oak | 1        | 7               | 8             | Good      | Fair-Good |                                        | Removed - located in road                        |
| 113    | Valley Oak | 1        | 9               | 12            | Good      | Good      | Aesthetic Tree                         | Removed - located in road                        |
| 114    | Valley Oak | 1        | 16              | 16            | Good      | Fair      | Aesthetic Tree, narrow crotch          | Removed - located in road                        |
| 115    | Valley Oak | 1        | 10              | 11            | Good      | Good      | Aesthetic Tree                         | Removed - soundwall construction and lot grading |
| 116    | Valley Oak | 2        | 8,10            | 14            | Good      | Fair-Good | Aesthetic Tree                         | Removed - soundwall construction and lot grading |

## Legislation Text

11.

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**File #: 14-721, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Public Hearing - Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): Request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area****Recommendation for Action:** Staff recommends that the City Council

- (1) Conduct a public hearing;
- (2) Adopt the attached Resolution No. \_\_\_\_\_, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act (Attachment 1);
- (3) Adopt the attached Resolution No. \_\_\_\_\_, amending the City General Plan land use designations in accordance with the proposed Spring Lake Central General Plan Amendment (Attachment 2);
- (4) Adopt the attached Resolution No. \_\_\_\_\_, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Spring Lake Central Specific Plan Amendment (Attachment 3);
- (5) Introduce and waive the first reading of Ordinance No. \_\_\_\_\_, approving the First amendment to the Development Agreement between the City of Woodland and Woodland Spring Lake Partnership, L.P. to use and develop the Spring Lake Central Project Area located within the Spring Lake Specific Plan Area (Attachment 4).

**Staff Contact**

Cindy Norris, Principal Planner, (530) 661-5911; cindy.norris@cityofwoodland.org

**Fiscal Impact**

All application processing costs have been paid for by the applicant. The Spring Lake Infrastructure Fee Equivalent is \$41,532 per single-family unit and \$27,410 per multi-family unit, for a total estimated fee amount, based on January 1, 2015 fees, of \$21,933,620. In addition to paying SLIF, this project will also pay

the Citywide Development Impact Fees, which are currently \$22,363 per single-family unit; for a total of \$8,386,125. A more detailed discussion of SLIF fee revenue is included in the Discussion section of this report.

### **Report in Brief**

#### **Project Proposal:**

The Woodland Spring Lake Partnership, L.P. application proposes: 1) General Plan and Spring Lake Specific Plan Amendments; 2) replacing the Reynen & Bardis Tentative Map #4805 with the proposed Tentative Subdivision Map #5027; and 3) Development Agreement amendment to modify the Spring Lake Central project description and to update the conditions of approval.

#### **General Plan Amendment Request**

The General Plan amendment (Attachment “2” - General Plan Amendment Exhibit) proposes to modify the location and amount of residential acreage within the Tentative Map as follows:

- 1) Increases the amount of Low Density Residential (LDR at 3-8 du/ac) acreage from 69.3 ac. to 76.5 ac. (increased by 7.2 ac.);
- 2) Eliminates the 3.1 acres of Medium Density Residential (MDR at 8-16 du/ac); and
- 3) Increases High Density Residential (MDR at 16-25 du/ac) acreage from 6.25 ac. to 9.3 ac. (increased by 3.05 ac.).

The proposal also shifts the locations of the Central Park, Fire Station, and Neighborhood Commercial sites, but does not propose to change the acreage. The key change would involve a reconfiguration within the Spring Lake Village Center to remove the public street connection of Heritage Parkway to Parkland Avenue from the Village Center in order to allow more efficient utilization land resources. A private access road, designed as a smaller main street concept, would be provided at the terminus, or “t” intersection of Pioneer Avenue, which will connect to Heritage Parkway to the south.

The 5.1 acres of commercial land will be located at the central focal point of the Village Center Curve, with the 4.0 acre park site located to the North West along with the fire station, and 4.8 acres of high density multi-family located east of the commercial land, within the Village Center curve. The concept allows for the possible development of a more active park and for possible expansion should the Master Plan Remainder Area develop in the future. The General Plan Amendment, Attachment “2”, provides the locations of the proposed amendments.

#### **Specific Plan Amendment Request**

The Specific Plan amendments (Attachment “3” - Specific Plan Rezoning Exhibit) include rezoning the Spring Lake Central area within the Tentative Map as follows:

- 1) Adds 33.3 acres of R-4 (3-4 du/ac)
- 2) Reduces the amount of R-5 (4-5 du/ac) designated acreage from 37.0 ac. to 20.1 ac (reduced by 9.2 ac.);



- 3) Reduces the amount of R-8 (6-8 du/ac) designated acreage from 32.3 ac. to 23.1 ac (reduced by 16.9 ac.);
- 4) Eliminates 3.1 acres of R-15 (10-15 du/ac);
- 5) Eliminates 6.25 acres of R-20 (16-20 du/ac);
- 6) Adds 9.3 acres of R-25 (23-25 du/ac).

The proposed rezone adds lower density (R-4) and high density (R-25) designated land and reduces or removes the low and medium-density (R-5, R-8, R-15, and R-20) designated acreage. The rezone will increase the number of multi-family units by 62 and decrease the number of single-family lots by 68 units. The rezone also shifts the locations of the Central Park, Fire Station, and Neighborhood Commercial sites but does not change the acreage amount for those uses. The Specific Plan Amendment, Attachment “3”, provides the locations of the proposed amendments.

### **Tentative Subdivision Map Request**

The applicant is proposing to replace the previously approved tentative subdivision map #4805 with the new tentative map #5027 (Attachment “10” - Tentative Subdivision Map #5027). The development will construct all internal local streets and utilities and any project components including open space access paths and privacy walls

The Tentative Subdivision Map will provide 379 residential lots (approximately 607 units) for both single-family and multi-family development:

- 1) 128 R-4 lots
- 2) 100 R-5 lots
- 3) 147 R-8 lots
- 4) 3 R-25 lots (232 units)

The project will be required to complete the western half of the exiting greenbelt (currently planted as turf), as shown on “Lots K, L, & M”, extending south from Ortiz Avenue to Heritage Parkway. The greenbelt is approximately 1,680 feet in length and approximately 40 feet wide. The project will be required to construct and improve the entire green belt, including the multi-use path.

### **Development Agreement Amendment Request**

A Development Agreement Amendment (Attachment “6”, Exhibit “2” to the First Amendment to the Development Agreement) is included with this project.

As outlined in this Background section below, the original Development Agreement for the Spring Lake Central Project was entered into as part of the General Plan and Specific Plan Amendment in 2007 to establish the zoning and densities.

## **Public Notification**

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

- Legal notice was published in the Woodland Daily Democrat on April 25, 2015.
- Notices (1,108 notices) were mailed to all property owners and residents within the Spring Lake Planning Area and within 300 feet of the project site. (Notice was similarly provided for Planning Commission).
- Copies of all notices and reports were provided electronically to identify Spring Lake neighborhood representatives for general distribution and posting on the Spring Lake Facebook page.

Copies of a staff report were made available May 1, 2015.

## **Background**

The entire SLSP area was rezoned under Ordinance No. 1346, adopted on July 2, 2002. The subject property was approved as a Tentative Subdivision Map (#4805), Rezone, and Development Agreement on February 27, 2007, as part of the Spring Lake Central project. The 2007 project approval provided for 663 units with a mix of R-5, R-8, R-15, and R-20 designated land, with the higher density multi-family units located around the outer (eastern) edge of the Heritage Parkway/Parkland curve, and the park and central commercial located directly across to the west and in the center. The park was situated such that it would create an aesthetic visual open space with a possible "civic" feature, rather than as a usable active park space.

On November 25, 2013, the applicant submitted an application for a General Plan Petition, requesting to amend the General Plan and Spring Lake Specific Plan for the Spring Lake Central Project area. An applicant is required to submit a Petition for consideration when an amendment to the General Plan is to be considered. The Planning Commission evaluates the request and implications of the amendment. On March 6, 2014, a public meeting was held at the Planning Commission to discuss the Petition application. The Commission accepted the General Plan Petition; thereby allowing the submittal of a formal application and processing of the requested amendments to the General Plan and Spring Lake Specific Plan, which includes a rezone, tentative map, and amendment to the Development Agreement. The original application included a request to remove the commercial component. Based on comments received by the public during the petition review meeting, the applicant amended their initial project application to add the central commercial component back into the project proposal.

## **Discussion**

Staff supports this project, subject to the recommended provisions in the First Amendment to the Development Agreement and conditions of approval, and provides the following analysis:

### **General Plan Consistency**

The proposed General Plan Amendment increases the amount of acreage in the high density land use category and in the Low Density Land use category, while decreasing acreage in the Medium Density range as follows:

- 1) Increases the amount of Low Density Residential (LDR at 3-8 du/ac) acreage from 69.3 ac. to 76.5 ac. (increased by 7.2 ac.);
- 2) Eliminates the 3.1 acres of Medium Density Residential (MDR at 8-16 du/ac)
- 3) Increases High Density Residential (MDR at 16-25 du/ac) acreage from 6.25 ac. to 9.3 ac. (increased by 3.05 ac.)

The proposed modification provides for a more economically viable land use designation for single family residential densities than the current housing market will more readily absorb and support. The increased density for the multi-family housing allows for the possibility of an urban village development concept that increases the likelihood for transit and viability of the proposed commercial uses.

The Spring Lake Specific Plan has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP. The proposed modifications to the Development Agreement and phasing of the tentative subdivision map have been determined by staff to be consistent with the SLSP and General Plan.

### **Spring Lake Specific Plan Consistency**

#### **Spring Lake Land Use Element and Housing Balance**

##### **Plan Density**

The Spring Lake Specific Plan has a goal of an overall Plan net density of 4.8 units per acre for single-family and a Plan wide net density of 6.1 units per acre. The proposed overall net density for this subdivision is 7.1 units per acre. With the proposed rezone the overall Plan density would be 6.09 units per acre. Staff will continue to monitor the Plan wide density balance with each proposed amendment.

The proposed Spring Lake Specific Plan amendments decrease the residential density in the single-family designations by shifting acreage from the R-5 & R-8 designations to the R-4 designation. This shift will result in a change in density of single-family residential, from 6.4 units to 4.9 units per acre. The proposed amendments also increase the residential density and intensity for multi-family by shifting acreage from the R-15 & R-20 designations to the R-25 designation. This shift will result in a change in multi-family density from approximately 17.5 units per acre to 25 units per acre for this project.

##### **Housing Balance**

Further, the project itself will have a single family to multi-family ratio of 62% single-family units (375) to 38% multi-family units (232), but results in a Plan wide ratio of 73% single family to 27% multi-family. This is closely aligned with the Plan goal of 71% single-family units and 29% multi-family units.

##### **Use Configuration**

Staff is supportive of the reconfiguration of uses within the Village Center. The relocation of the park to the west will provide for a more usable and safe activity space for residents and children and will allow for the possibility that the park size may someday be increased if adjoined to park space in the future Master Plan Remainder Area. The commercial land use has been repositioned toward the center of the arterial curved street

which provides greater visibility and street frontage and allows opportunity for design of an activity space and central focal point. With the higher intensity multi-family density located near the commercial use enhance opportunity for an urban village concept and supports desired transit and services. The design would include a multi-modal main street which is the southerly extension of Pioneer Avenue, south of Parkland Avenue at the curve, located between the commercial and multi-family parcels.

A requirement in the Development Agreement, Section 4.19, is that a master plan shall be developed which will include possible uses, access, parking, and conceptual layout, landmark feature per Design Standard 4.12, and shall illustrate the interface of the commercial, park, and multi-family parcels to achieve a compact, pedestrian oriented Urban Village Center development style offering opportunities to live, work, shop, learn, and play in a unique, attractive and engaging environment at densities and intensities that support transit usage. There would be a select mix of uses and high quality design that promotes the health, well-being, physical activity and social interaction of residents, workers and visitors.

### Spring Lake Plan Consistency

In order to assess project consistency with the SLSP development requirements, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program. Despite proposed modifications of the Land Use Section of the Spring Lake Specific Plan, the project is substantially consistent with the aforementioned documents. Through various conditions or components of the Development Agreement, consistency and/or participation in the following programs was also ensured: Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

### Spring Lake Housing Element

#### Affordable Housing

The project is subject to the Spring Lake Affordable Housing Plan, which requires that ten percent (10%) of single-family units be affordable to low-income households. The multi-family requirement is that either, ten percent (10%) of all multi-family units be affordable to low-income households and twenty percent (20%) of the units be affordable to very low income households, or that twenty-five percent (25%) of the multi-family units be affordable to very low income households. The previous project approval in 2007 included a total of 212 multi-family housing units, with a resulting 22 low income and 43 very low income multi-family units required. The very-low income requirement has been satisfied as a result of the construction of the Rochdale Grange project, which provides 44 units of which 43 are restricted to very-low income households. The current project proposal is for 232 multi family units resulting in a requirement for 23 low-income multi-family units. The previous project approval, from 2007, provided for 408 single family units, (less than the original Spring Lake Specific Plan allocation of 443 single family units). The 2007 approval required 41 low-income single family restricted units. In order to ensure that Plan requirements for affordable units is met, the allocation of affordable single family units will remain at 41, although the number of single family units proposed, 375 single family units, is less than the previous approval.

It is the Staff's recommendation that the methodology to best meet the For-Sale affordability requirement is through the payment of in-lieu fees. This is because:

- The payment of fees provides greater certainty to the City and Applicant in defining the affordability obligation;
- Allows the City to focus resources on individuals and households with the greatest need;
- Allows the City the ability to support housing needs independent of State and Federal subsidies and to reduce program administration burdens; and
- Allows the City to support those projects that best meet compact development goals, that use land and resources most efficiently, and concentrates activity close to infrastructure, amenities and other community resources.

Fees collected in-lieu of providing the required ten percent (10%) low-income single family units may be utilized at the City's discretion to support eligible affordable housing projects city-wide as determined by the City Council. The fee has been set at a sliding scale based on land use density and is based on the approximately \$51,000 per unit average historical required rental subsidy per unit. Within each land use category the subsidy per required affordable low-income unit is as follows:

|     |                   |
|-----|-------------------|
| R-4 | \$50,000 per unit |
| R-5 | \$40,000 per unit |
| R-8 | \$30,000 per unit |

This Project requires construction of thirteen (13) R-4 low-income single-family units, ten (10) R-5 low-income single-family units, and eighteen (18) R-8 low-income single family units. Based on 41 units, this results in a total fee amount \$1,121,891. The Owner has agreed to pay \$4,240 dollars per unit, spread over 375 units for payment in lieu of construction of the affordable units. This agreement is memorialized in the First Amendment to the Development Agreement.

### Spring Lake Financing (SLIP)

In order to maintain the fiscal and financial feasibility of the SLSP, it is the City's goal in implementing the SLSP that the number of constructed units be as close as possible to the number of planned units. The initial constructed density requirement was set for the SLSP at 95 percent (95%) of the planned densities. However, a December 2008 amendment to the Spring Lake Infrastructure Fee (SLIF) plan increased the constructed density requirement to 100 percent (100%) of the planned density in order to reduce the overall SLIF fee; in assuming a greater density, the fees are spread over a larger number of assumed units. This change was made at the request of the development community and has been built into assumptions in the Spring Lake Capital Improvement Plan (CIP).

The proposed rezone results in a net decrease in the total number of units by 51 units, and for purposes of calculating the Spring Lake Infrastructure Fees (SLIF), the project results in a net decrease in generating fees equivalent to approximately 28 DUEs or \$1,121,891. Should the proposed number of DUEs be less than originally allocated in the Plan, the City requires that the developer make up the lost revenues. If that does not occur, the loss of \$1.2 million is spread to the remaining units in Spring Lake. Exhibit "I" of the First Amendment to the Development Agreement (Attachment "8") includes a requirement that the deficit in the Spring Lake Infrastructure Fees from this project would be made-up by the owner, to be spread equally across the single family units (\$2,992 per single family unit).

### Park Costs

Section 4.19 of the Development Agreement includes provisions regarding future Park costs and the City and the Owner have agreed that the land price for the Central Park shall be set at cost not to exceed One Hundred and Twenty Five Thousand Dollars (\$125,000) per acre. The City and Owner shall enter into a purchase and sale agreement after adoption of a required Master Plan prior to approval of the final map that has the 200<sup>th</sup> lot. The City and Owner have agreed that the Owner will fund the cost of the Master Plan, which shall in no case exceed \$50,000 inclusive of City processing costs. The Master Plan shall be approved prior to approval of the final map that has the 100<sup>th</sup> lot. The City is fully aware that the Central Village Park funding will occur after completion and funding of the neighborhood parks.

### **Tentative Map Review**

The proposed lot layout is generally consistent with neo-traditional qualities as identified in the Spring Lake Specific Plan (SLSP) and will provide homes that primarily front to a local street, and/or side in a few cases (Attachment “10”).

The subject property is comprised of nine (9) parcels totaling 105.7 gross acres. The proposed 128 R-4 lots range in size from 6,471 to 14,672 square feet with an average lot size of 8,215 square feet. Lot depths range from 100 to 145 feet with an average lot depth of 110 feet. The R-4 lots have lot widths ranging from 64 to 114 feet with an average lot width of 74 feet. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 55-foot minimum and 65-foot average. Lot widths are measured at a point midway between the front and rear property lines.

The proposed 100 R-5 lots range in size from 5,507 to 9,845 square feet with an average lot size of 6,450 square feet. Lot depths range from 100 to 124 feet with an average lot depth of 108 feet. The R-5 lots have lot widths ranging from 55 to 90 feet with an average lot width of 59 feet. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 50-foot minimum and 55-foot average.

The proposed 147 R-8 lots range in size from 4,257 to 10,691 square feet with an average lot size of 4,871 square feet. Lot depths range from 100 to 124 feet with an average lot depth of 99 feet. The R-8 lots have lot widths ranging from 45 to 61 feet with an average 48-foot lot width. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 40-foot minimum and 45-foot average.

The proposed three (3) R-25 lots have a combined total of 9.3 acres for a maximum of 232 multi-family units. The exact number of units and the layout will be provided when a project is submitted for Site Plan and Design Review, which is reviewed by the Planning Commission.

As conditioned, the project will meet requirements of the Spring Lake Specific Plan.

### **Planning Commission Recommendation**

At its meeting on April 16, 2015, the City of Woodland Planning Commission conducted a public hearing on the proposed Project. Two Spring Lake residents provided public comment on this item. One community member at large also provided public comment on the proposed rezone requests. Copies of correspondence received are included in Attachment “12”. After consideration of public comment and thoughtful deliberation; the Planning Commission made a motion in support of the project on a 5-0 vote. Commissioner Ortega-Lampkin had recused herself from the discussion and Commissioner Wells was absent.

**Conclusion**

Staff recommends that the City Council

- (1) Conduct a public hearing;
- (2) Adopt the attached Resolution No. \_\_\_\_\_, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act (Attachment 1);
- (3) Adopt the attached Resolution No. \_\_\_\_\_, amending the City General Plan land use designations in accordance with the proposed Spring Lake Central General Plan Amendment (Attachment 2);
- (4) Adopt the attached Resolution No. \_\_\_\_\_, amending the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Spring Lake Central Specific Plan Amendment (Attachment 3);
- (5) Introduce and waive the first reading of Ordinance No \_\_\_\_\_, approving the First amendment to the Development Agreement between the City of Woodland and Woodland Spring Lake Partnership, L.P. to use and develop the Spring Lake Central Project Area located within the Spring Lake Specific Plan Area (Attachment 4).

Prepared by: Cindy Norris, Principal Planner

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

**ATTACHMENTS:**

1. City Council Resolution Adopting CEQA EIR Addendum #12
2. City Council Resolution Amending the General Plan
3. City Council Resolution Amending the Spring Lake Specific Plan
4. City Council Ordinance Approving the First Amendment to the Development Agreement
5. Exhibit 1 to (att 4) - 2007 Development Agreement
6. Exhibit 2 to (att 4) - First Amendment to the Development Agreement
7. Exhibit C to (Exhibit 2 of att 4) - Findings and Conditions as amended
8. Exhibit I to (Exhibit 2 of att 4) - Spring Lake Fees
9. Project Application and Justification Statement
10. Tentative Subdivision Map No. 5027
11. Comment Letters from the public concerning the item
12. Planning Commission Cover Report from April 16, 2015

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
ADOPTING CEQA EIR ADDENDUM #12 TO THE TURN OF THE  
CENTURY EIR**

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

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

**WHEREAS**, on November 19, 2002, the City Council adopted Resolution No. 4399 adopting EIR Addendum #2 to the Certified EIR and approving Amendment #1 to the Spring Lake Specific Plan to Satisfy the Settlement Agreement and to make other staff-initiated errata; and

**WHEREAS**, on December 17, 2002, the City Council adopted Resolution No. 4406 adopting EIR Addendum #3 to the Certified EIR and approving Amendment #2 to the Spring Lake Specific Plan based on a request from the Spring Lake Planning Group; and

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

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

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

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

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

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

**WHEREAS**, on December 14, 2010, the City Council held a noticed public hearing to consider the proposed EIR Addendum # 8 and Spring Lake Specific Plan Amendment #6 for the purposes of



amending the plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site; and

**WHEREAS**, on March 5, 2013, the City Council held a noticed public hearing to consider the proposed EIR Addendum # 9 and Spring Lake Specific Plan Amendment #7 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; and

**WHEREAS**, on June 17, 2014, the City Council held a noticed public hearing to consider the proposed EIR Addendum # 10 and Spring Lake Specific Plan Amendment #8 for the purposes of amending the Plan based on a request by the Turn of The Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit).

**WHEREAS**, on February 3, 2015, the City Council held a noticed public hearing to consider the proposed EIR Addendum #11, and Spring Lake Specific Plan Amendment #9 for the purposes of amending the Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC, amending the Spring Lake Specific Plan land use designations to rezone neighborhood commercial and multi-family to a single-family designation;

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

1. Affirms that EIR Addendum #12 is hereby included (Exhibit “\_1\_”) in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
2. Affirms that EIR Addendum #12 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
3. Affirms the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and Resolution 4330 (December 19, 2001).
4. Adopts EIR Addendum #12 dated February 15, 2015, as attached

**PASSED AND ADOPTED** by the City Council on \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Tom Stallard, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Kara K. Ueda, City Attorney

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

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

# CEQA Addendum

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## **To The Turn Of The Century Specific Plan Environmental Impact Report For The**

### **Spring Lake Central Project**

Certified August 15, 2000  
(SCH# 99022069)

**THE CITY OF WOODLAND**

**FEBRUARY 5, 2015**

PREPARED BY

Paul L. Hanson, AICP, Senior Planner  
City Of Woodland  
Community Development Department

## Addendum to the Turn of the Century Specific Plan Environmental Impact Report for the **Spring Lake Central Project**

### **CEQA Requirements**

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

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

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

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

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

### **Background**

This document discusses the changes that have been proposed by the Woodland Spring Lake Partnership, L.P. for the requested Spring Lake Specific Plan Amendment and other amendments for the **Spring Lake Central Project (“Project”)** as it relates to the Turn of the Century Specific Plan Environmental Impact Report.<sup>1</sup>

The Spring Lake Specific Plan (SLSP) Turn of the Century EIR evaluated 1,097 acres of development located primarily south of Gibson Road, west of CR 102 and east of SR 113. Build out of the SLSP will be comprised of approximately 4,149 dwelling units on 665 acres, 11 acres of

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

neighborhood commercial uses, over 260 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

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

### **Project Description**

The **Spring Lake Central** General Plan and Specific Plan Amendment(s) proposes amendments to the land uses identified in the SLSP. The following amendments are proposed:

- 1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 – 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 - 12 du/ac) acreage from 43.2 to 23.1 acres, eliminate the 9.0 acres of Medium density (8 - 15 du/ac), and increase High Density residential (15 - 25 du/ac) acreage from 7.6 to 9.3 acres;
- 2) Amending the Spring Lake Specific Plan land use designations to add 33.3 acres of R-4 (3-4 du/ac), decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres, increase R-8 acreage (6-8 du/ac) from 43 to 23.1 acres, eliminate the 9.3 acres of the multiple family residential R-15 (10-15 du/ac), eliminate the 7.6 acres of R-20 (16-20 du/ac), and add 9.3 acres of multiple family R-25 acreage (23-25 du/ac);
- 3) Reconfiguring the Spring Lake Village Center by relocating the park site, fire station, and the commercial site and adding 9.3 acres of multi-family (R-25) adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

The Project proposes to revise the previously approved tentative subdivision map. The revised tentative map and rezone will decrease the number of single-family lots from 443 to 375, **reducing** the total number of single-family lots by 68. The revised tentative map and rezone will also **increase** the number of multi-family units from 171 to 232, adding a total of 62 additional multi-family units.

A comparison based on the original Specific Plan and the Project proposed land use designations for units and dwelling unit equivalents (DUE) are shown in Table 1. This is based on the approximate density proposed by the applicant (4.9 du/ac).

Table 1

| Unit and DUE Comparison to the Original Specific Plan Land Use |                   |             |                                                    |                           |             |            |               |
|----------------------------------------------------------------|-------------------|-------------|----------------------------------------------------|---------------------------|-------------|------------|---------------|
| Existing Specific Plan                                         |                   |             | Proposed Specific Plan Amendment                   |                           |             |            |               |
| Land Use                                                       | Existing Land Use |             | Land Use                                           | Proposed Land Use/Acreage |             | Net Change |               |
|                                                                | Units             | Acres       |                                                    | Units                     | Acres       | Units      | Acres         |
| <b>R-4</b><br>Single Family Residential (4 du/ac)              | 0                 | 0           | <b>R-4</b><br>Single Family Residential (4 du/ac)  | 128                       | 33.30       | +128       | +33.3         |
| <b>R-5</b><br>Single Family Residential (5 du/ac)              | 185               | 37.0        | <b>R-5</b><br>Single-Family Residential (5 du/ac)  | 100                       | 20.1        | -(85)      | -(16.9)       |
| <b>R-8</b><br>Single Family Residential (8 du/ac)              | 258               | 32.3        | <b>R-8</b><br>Single-Family Residential (8 du/ac)  | 147                       | 23.1        | -(111)     | -(9.2)        |
| <b>TOTAL</b>                                                   | <b>443</b>        | <b>69.3</b> |                                                    | <b>375</b>                | <b>76.5</b> | <b>-68</b> | <b>+7.2</b>   |
| <b>R-15 *</b><br>Multi-Family Residential (15 du/ac)           | 46                | 3.1         | <b>R-15</b><br>Multi-Family Residential (15 du/ac) | 0                         | 0           | -(46)      | -(6.0)        |
| <b>R-20</b><br>Multi-Family Residential (20 du/ac)             | 125               | 6.25        | <b>R-20</b><br>Multi-Family Residential (20 du/ac) | 0                         | 0           | -(125)     | -(6.25)       |
| <b>R-25</b><br>Multi-Family Residential (25 du/ac)             | 0                 | 0           | <b>R-25</b><br>Multi-Family Residential (25 du/ac) | <b>232</b>                | 9.3         | +232       | +9.3          |
| <b>TOTAL</b>                                                   | <b>171</b>        | <b>9.35</b> |                                                    | <b>232</b>                | <b>9.3</b>  | <b>+62</b> | <b>-(.05)</b> |
| <b>Net Change for Units and DUEs</b>                           |                   |             |                                                    |                           |             |            |               |
| <b>Total Units</b>                                             | <b>614</b>        |             | <b>Total Units</b>                                 | <b>607</b>                |             | <b>-7</b>  |               |
| <b>Dwelling Unit Equivalent (DUE) 0.66*</b>                    | <b>556</b>        |             | <b>Dwelling Unit Equivalent (DUE)</b>              | <b>528</b>                |             | <b>-28</b> |               |

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

The proposed rezone results in a net decrease in the total number of Dwelling Unit Equivalent (DUE) for the project based upon a comparison of the Project to the Original Specific Plan approval. For purposes of calculating Spring Lake Infrastructure Fees (SLIF) (which is based on DUE), the project results in a net decrease of 28 DUEs.

Staff believes that the proposed rezoning will provide for an attractive development that will provide additional housing options and will be compatible with the existing development in the area.

### **Determination**

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

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

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

None of the significant environmental impact identified above in the SLSP, Turn of the Century EIR are worsened due to the land uses changes proposed by this Project.

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

| Comparison of 15162 CEQA Requirements and Project                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| CEQA Requirement (Section 15162)                                                                                                                                                                                                                                                                  | Relationship to Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:</p>             | <p>In conjunction with the approval of requested entitlements, (General Plan Amendment, Specific Plan Amendment, and Rezone), the Woodland Spring Lake Partnership, L.P., requests approval of an Addendum to the SLSP, Turn of the Century EIR.</p> <p>The current Spring Lake Specific Plan, in accordance with the SLSP, Turn of the Century EIR, evaluated 185 Single-family (R-5), 258 Single-family (R-8) residential dwelling units, and 171 Multi-family residential dwelling units on the Project site. The proposed Project includes rezoning: R-4 acreage from 0.0 ac. to 33.3 ac.; R-5 acreage from 26.4 ac. to 20.1 ac.; R-8 acreage from 43 ac. to 23.1 ac.; R-15 acreage from 9.3 ac. to 0.0 ac.; R-20 acreage from 7.6 ac. to 0.0 ac.; and R-25 acreage from 0.0 ac. to 9.3 ac.</p> <p>The changes in residential acreages would result in a reduction of 46 single-family residential dwelling units, and an increase of 62 multi-family dwelling units. The combined changes in the total number of dwelling units would not result in substantial changes or new information requiring a subsequent EIR. The information below summarizes the substantial evidence in support of the City's determination that the preparation of a Subsequent EIR is not required.</p> |
| <p>(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;</p> | <p>The proposed land use changes to the SLSP, Turn of the Century EIR would include rezoning of residential densities and shifting the locations of the Central Park, Fire Station, and Neighborhood Commercial sites within the current configuration within the Spring Lake Specific Plan (SLSP).</p> <p>The proposed changes would include increasing the multi-family density from an average of 17.5 units per acre to an average of 24.9 units per acre. The proposal also reduces the single-family density from an average of 6.4 units per acre to an average of 4.9 units per acre. At maximum density this project could possibly include up to 375 single-family units and 232 multi-family units. There will not be a significant increase in demand for public services and utilities, or increase traffic, noise, or air quality.</p> <p>Plan policies describe a Plan wide density of 6.1 du/net acres. The result of prior changes and the contemplated Project modifications for the Spring Lake Central Project will result in a net density of 5.7 dwelling units/acre.</p>                                                                                                                                                                                            |



|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|  | <p><b>Sewer, Drainage, and Water Supply</b></p> <p><b>Sewer</b></p> <p>On the Sanitary Sewer Layout (Fig. 4.1) of the 2004 Spring Lake Infrastructure Study Report (ISR), the area now referred to as the “Spring Lake Central” was comprised of areas 68, 80, 86, and portions of 85 and 89. These areas were assigned a mix of R-3, R-4, and R-15 Spring Lake Specific Plan land use designations. The Revised Spring Lake Central Tentative Map application proposes to decrease the density of the area by rezoning portions of R-5, R-8, &amp; R-20 zoning into an R-4 designation, thus reducing the number of single-family units by 68 units. The revised map also increases the density of the area by rezoning the R-15 into an R-25 designation, thus increasing the number of multi-family units by 61 units. Using the zoning configuration from 2004 and current sewer design standards, the difference in sewer flow generation was analyzed.</p> <p>The only pipe segment to experience a net increase in sewer flows is the 15" sewer line in Heritage Parkway (west of Parkland), which will see a net increase of 0.10 MGD. However, this increase in flow will only cause an increase in the depth of flow in downstream pipes of approximately 0.04 feet, and is not significant enough to exceed the available capacity in all downstream pipes (i.e. the City's maximum <i>diD</i> value of 50% for pipes less than or equal to 12" in diameter or 70% for pipes greater than 12" in diameter is not exceeded).</p> <p>The Project has negligible impact to the existing facilities, and no upsizing is required from this project other than that already anticipated by the Spring Lake Specific Plan EIR.</p> <p><b>Storm Drain</b></p> <p>For the entire SLSP and Master Plan Remainder Area (MPRA), the east regional detention pond has been constructed east of County Road 102 (Brauner Property). Furthermore additional capacity will be added with the conversion of the North Gibson ponds to storm water detention. Storm water from this development will ultimately be conveyed to the East Regional ponds and North Gibson Pond Pond via a combination of underground pipes and open channels.</p> <p>The City also currently plans to maintain the previously planned storm water tributary areas as defined in the Spring Lake Infrastructure Study Report (ISR). Therefore, the only area evaluated for storm drain capacity was the area to the south and west of Parkland A venue that is being densified with the current tentative map (storm drain network to the west of Line E in the ISR). Line E in the ISR is identified as a 30" pipe and Spring Lake Backbone Package B 1 record drawings confirm that a 30" stub was provided to this area.</p> |
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|  | <p>Using a weighted runoff coefficient, a time of concentration of 9 minutes, and an intensity of 2.29 in/hr per City standards, a flow rate of 22.9 cfs must be conveyed by the 30" pipe. A quick Manning's analysis shows that a 30" pipe at a slope of 0.002 (per the Spring Lake Backbone Package BI record drawings) can convey 18.34 cfs. Therefore, the 30" pipe will be slightly surcharged while experiencing maximum flows; however, the City is comfortable with this condition as the ISR specifies a previous clearance of 6.5' from the upstream HGL to upstream ground elevation which will not be reduced less than the 12" specified in the City's standards from a <math>\pm 5</math> cfs increase in flow.</p> <p>Therefore, the proposed routing will remain in compliance with the City's storm drain design standards. Overland release calculations will be provided during design to ensure that the City's overland release standards are met with the grading of the subdivision.</p> <p>The impact of the rezoning of this property is negligible.</p> <p><b>Water</b></p> <p>The water infrastructure serving the site in the Spring Lake Specific Plan ISR consists of a 12" pipe along the north edge of the boundary with interior 8" lines to provide distribution and looping. As additional units are being added by up zoning land rather than expanding the urban area there is no additional fire flow demand. (Fire flow is measured at the hydrant). This modification in zoning will not place any additional demands on the water system planned in the Spring Lake Development.</p> <p><b>Traffic</b></p> <p>The site when completed will have access to County Road 102 via Heritage Parkway, and to Gibson Avenue and Famers Central Road via Parkland and Pioneer Avenues. Galvin Way and McNary Way will provide internal circulation and connect between Pioneer Avenue and Miekle Avenue. This roadway system will provide adequate circulation and access for the Spring Lake Central Project and will provide the roadway system anticipated in the Spring Lake EIR.</p> <p>The additional 62 multifamily units and the reduction of 46 single-family units from the rezone will result in a reduction of traffic impacts. The rezone will reduce traffic by 52 daily trips and a reduction of 2.9 AM peak trips and 8.5 PM peak trips. These amounts are statistically insignificant (less than daily variation in traffic). There is no significant impact from the rezone.</p> <p><b>Air Quality</b></p> <p>As stated above, the proposed Project land uses would result in a statistically insignificant (less than daily variation in traffic) amount of traffic. Therefore, impacts related to air quality would be similar to</p> |
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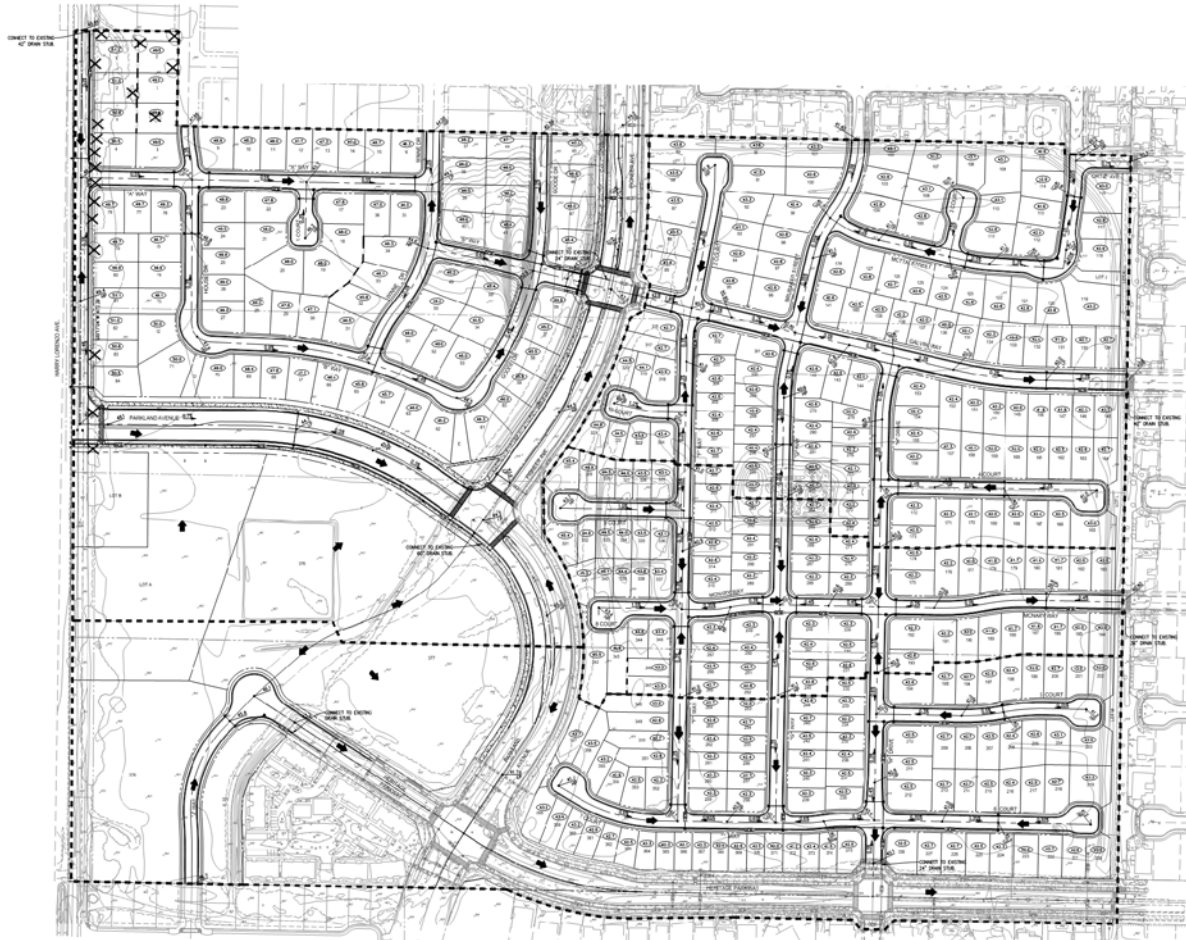
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|                                                                                                                                                                                                                                                                                                                                                 | <p>those anticipated in the SLSP, Turn of the Century EIR.</p> <p><b>Conclusion</b></p> <p>Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects, which have not already been analyzed.</p>                                                                                                                                                                                                                                                                  |
| (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or | <p>Because the proposed land uses are similar to the existing Plan, the impacts of which have previously been analyzed, the circumstance under which the Project is undertaken has not changed substantially and would not require major revisions to the SLSP, Turn of the Century EIR. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those anticipated in the SLSP, Turn of the Century EIR.</p>                                                                                                                                                                                                          |
| (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:                                                                          | <p>All previously identified impacts in the SLSP, Turn of the Century EIR would occur with implementation of the Spring Lake Central Project. The SLSP, Turn of the Century EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the Spring Lake Specific Plan and Spring Lake Specific Plan Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum:</p> <ul style="list-style-type: none"> <li>• Memorandum Land Use Modifications – Infrastructure Capacity, Cunningham Engineering. December 8, 2014.</li> </ul> |
| (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;                                                                                                                                                                                                                            | <p>See response under (1) above. New significant effects would not occur.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| (B) Significant effects previously examined will be substantially more severe                                                                                                                                                                                                                                                                   | <p>See response under (1) above. Significant effects will not be more severe than identified in the SLSP, Turn of the Century EIR.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| than shown in the previous EIR;                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or                                                                                          | The status of mitigation measures in the SLSP, Turn of the Century EIR would not change as a result of the proposed land uses changes.                                                                                                                                                                                                                                                                                               |
| (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.                                                                                  | Mitigation measures analyzed in the SLSP, Turn of the Century EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the SLSP, Turn of the Century EIR are not available, because the proposed changes are not substantial.                                                                                             |
| (b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation. | The City of Woodland, as the lead agency, determined the Project would not result in substantial changes or circumstances after adoption of the Turn of the Century Specific Plan EIR that would require the preparation of a subsequent EIR. As a result, the City of Woodland, as the lead agency, has determined that an Addendum to the SLSP, Turn of the Century EIR is the appropriate documentation prepared for the Project. |
| (c) Once a project has been approved,                                                                                                                                                                                                                                                                                                                               | The Spring Lake Specific Plan was approved on December 18, 2001. None of the conditions as                                                                                                                                                                                                                                                                                                                                           |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.</p> | <p>described in subdivision (a) have occurred. As such, a new EIR would not be required.</p>                                                                                             |
| <p>(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.</p>                                                                                                                                                                                                                                                                                                                                                                          | <p>A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 is not necessary.</p> |







#### LEGEND

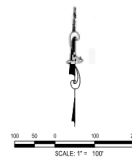
- ORIGINAL GRADE
- PAV. GRADE
- LOT NUMBER
- PROPOSED STREET GRADE AND DIRECTION
- FINISH GRADE ELEVATION
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN JUNCTION BOX
- PROPOSED SEGMENTED BOX INLET
- PROPOSED STORM DRAIN MANHOLE
- EXISTING STORM DRAIN INLET, BOX, OR MANHOLE WITH DIRECTION
- PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
- DIRECTION OF DRAINAGE OVERLAND RELEASE
- EXISTING TREE TO BE REMOVED
- PROPOSED RETAINING WALL
- GRID BOUNDARY

#### ABBREVIATIONS:

|     |                  |
|-----|------------------|
| FL  | FLOW LINE        |
| GB  | GRADE BREAK      |
| HP  | HIGH POINT       |
| INV | INVERT           |
| LP  | LOW POINT        |
| OR  | OVERLAND RELEASE |

#### NOTES:

- THIS PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED TO DEMONSTRATE PROPOSED GRADING AND DRAINAGE CONCEPTS AS REQUIRED FOR THE DESIGN REVIEW PROCESS. ACTUAL FINAL DESIGN MAY VARY FROM THIS SYSTEM HEREIN AS THE DESIGN PROCESS PROGRESSES.
- PIPE SIZES, SPACING AND ELEVATIONS SHOWN, WHICH WERE LOCATIONS MAY CHANGE DURING FINAL DESIGN.
- ALL DRAIN PIPES ARE 18" DIAMETER UNLESS NOTED OTHERWISE.



DESIGNED BY  
DRAWN BY  
CHECKED BY  
SCALE  
AS SHOWN

CITY OF WOODLAND

### SUBDIVISION MAP # 5027 SPRING LAKE CENTRAL - REVISED TENTATIVE MAP GRADING AND DRAINAGE PLAN

CALIFORNIA



CECMET.COM  
PROJECT PROVIDED BY: CECM Engineering & Landscape Architecture  
a Subsidiary of: CECM Engineering & Landscape Architecture  
2120 20th Street, Suite Three  
Bakersfield, CA 93311  
(805) 855-3020  
2040 Southland Drive, Suite 202  
Oxnard, CA 93030  
(805) 758-3020

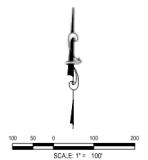
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### LEGEND

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|-------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>204</b>                                                                          | 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                        |



DESIGNED BY \_\_\_\_\_  
DRAWN BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_  
SCALE  
AS SHOWN

SUBDIVISION MAP # 5027  
SPRING LAKE CENTRAL - REVISED TENTATIVE MAP  
WATER AND SEWER PLAN

CALIFORNIA



Project Planning ■ Civil Engineering ■ Landscape Architecture

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■ Sacramento Office                      ■ Davis Office

2120 20th Street, Suite Three      2540 Sparford Street, Suite 200  
Sacramento, CA 95818              Davis, CA 95618  
(916) 455-2026                              (530) 758-2026

|     |      |               |    |        |                                     |
|-----|------|---------------|----|--------|-------------------------------------|
| NO. | DATE | TOP (200-210) | BY | APP'L. | SHEET<br><b>3</b><br>OF<br><b>4</b> |
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|     |      |               |    |        | DATE: 11/05/14                      |
|     |      |               |    |        | JOB NO: 1352/04                     |



## Cindy Norris

---

**From:** Bobby Harris <yolosun@gmail.com>  
**Sent:** Friday, April 17, 2015 8:00 PM  
**To:** Angel Barajas; Bill Marble; Bill Marble  
**Cc:** Paul Navazio; Ken Hiatt; Cindy Norris  
**Subject:** Spring Lake Central Project

Hi Bill and Angel,

I'd like to soon discuss with both of you, an item coming before the city council on May 5, revision of the Spring Lake Central Project, approved on April 16 by the PC with a 4 to 1 vote (Fred Lopez dissenting, plus relevant concerns also being expressed by some other members).

This proposed project revision eliminates R15 (and R20) zoning, essential for broadly significant, affordable homeownership opportunities, within the Spring Lake Specific Plan. This revision serves top and bottom demographics, while extinguishing significant service for middle demographics (despite inclusionary zoning provision, in-lieu fees, etc.).

Homeownership potential must be better managed, so that ordinary / regular folk might obtain an equity interest in our community, crucial for social / municipal cohesion.

This proposed project revision includes ultra-high density (three-story) apartments (R25), which are planned to rent at market rate, across the street from low-density homes (R5, etc.).

R8 homes in this revision would be selling for between \$400,000 and \$450,000, with R5 and R4 homes selling for \$500,000 to \$600,000 and up.

Properly designed R15 (and R20) homes would likely become available for about \$200,000, allowing many more local folk to participate in homeownership.

Apparently, a significant issue exists regarding bank funding for (local) housing products in the R15 (and R20) range, as well as a significant and associated issue regarding relative property tax revenues for the city; plus, added fiscal pressure exists to expedite such development projects. It seems, however, that these thorny issues might become best resolved with some relevantly innovative effort.

Otherwise, such illogical / corrosive lending practices alongside municipal (fiscal) constraints will inevitably eradicate most affordable homeownership within new development of our community, unbalancing desirable residential mixtures, with profound, long-term social and municipal consequences.

This community planning situation obviously presents a huge challenge, but one clearly worth immediately pursuing.

Issues of the design and location of a 5 acre commercial zone and a 4 acre park, are involved in this project, in a fashion which has been impeding proper recognition of the imperative need for improved affordable homeownership options. As well, it appears that dedication of land for a fire station may have been exchanged for elimination of this project's green-belt feature.

Condominiums are now passé. What is known as -- "small-lot development" -- has now usefully replaced condominiums as the preferred model for affordable homeownership. Woodland deserves to perform within this newly emerging and valuable housing paradigm.

\* Here are several internet links pertaining to small-lot development:

(a) a HUD related page --

[http://www.huduser.org/portal/casestudies/study\\_102011\\_1.html](http://www.huduser.org/portal/casestudies/study_102011_1.html)

(b) a quite interesting (architecturally oriented) internet page, from Urban Land Institute, involving relevant details of a particular (25/acre, in this case) small-lot development project created within current developmental contexts --

<http://urbanland.uli.org/development-business/fce-simple-small-lots-yield-urbane-density/>

(c) a useful and concisely organized link about the small-lot development concept, in general, produced by Puget Sound Regional Council --

[http://www.psrc.org/assets/6674/hip\\_small\\_lots.pdf](http://www.psrc.org/assets/6674/hip_small_lots.pdf)

I hope you both might find these presentations of interest. Much additional information regarding small-lot development can be found online, revealing wide and aggressive developmental appeal and activities.

\* Please advise me about some afternoons during the next week or so, when we might personally discuss this matter.

Best regards,  
Bobby

## Cindy Norris

---

**From:** Bobby Harris <yolosun@gmail.com>  
**Sent:** Wednesday, April 15, 2015 4:20 PM  
**To:** Ana Gonzalez  
**Cc:** Ken Hiatt; Paul Navazio; Cindy Norris; Daily Democrat  
**Subject:** Fwd: Spring Lake Central Project

Hi Ana,

Please soon forward this email message to PC members:

Woodland Planning Commission Members,

Please see below, my March 5 email to the applicant of Spring Lake Central Project, basically suggesting a counter-revision to its proposed revision that you will consider at your next meeting.

Although initially indicating some intention to address my several concerns about its proposed revision of this project, no response has been forthcoming.

Apparently responding to one of my criticisms (expressed in the first paragraph), there is now a provision in the amended DA requiring a city council supermajority for future zoning changes; but, this does not mean these developers can indeed, relevantly perform, only that they can somewhat less easily back out.

The fact that this council-supermajority provision is being included within the amended DA, is distinct and troubling proof of there indeed being a grave issue about revised project feasibility (as briefly outlined in my email).

Very high-density apartments proposed by this project revision may still be challenged by adjacent, low-density-home owners, susceptible to political adjustment, and very slowly or never built, despite such an entangling provision. Marketing of its increased low-density housing will likely be retarded, because of this project's park and commercial zone being tucked into 25/acre apartment complexes. Planning aesthetics and broad service to our community housing needs, of the existing project, are clearly superior to that of the revised project, unwisely contorted to alleviate proponents' alleged marketability problems (please see March 5 email).

Unnecessarily, precious (innovative) local homeownership opportunities are clearly lost with these developers' intentions; they are: "Tossing the baby out with the bath water," concerning R15 zoning.

"Small-Lot Development" is recently replacing condominiums as a viable housing model; Woodland should surely be up to date with this valuable new trend.

Developers in this state and others (as well as other countries) are quite delighted about this successful housing model (please see relevant material in email, below). There is no reason to doubt its viability and practicality, or to doubt its proven attraction to progressive housing developers -- only the (our) political will to demand it.

This pivotal development project will not be fully built-out for years; the city must now use innovative vision and design for this project, containing the only remaining commercial zoning in Spring Lake Specific Plan (SLSP).

to more realistic, achievable densities will eventually increase your project funding-penalty due to such revisions, already at 51 units (\$2.3 million) according to city staff. Thus, there potentially exists a feasibility time-bomb, of sorts, through dependence on speculation regarding eventual performance of R25 zoning.

Contentions that post-recessionary marketing conditions only support both higher-end homeownership and higher-density apartments, fail to explore and use newly emerging, innovative homeownership options, such as "small-lot development," which would properly mesh with areas of R15 and R20 zoning presently in place for this project, substantially improving its already intended, transitional facility regarding adjacent areas of R5, R8 zoning.

Polarized planning approaches, increasing both higher-end homeownership and (mass) relegation to ultra-high density apartment housing, will surely produce increased social calamity with the gravity of ever ensuing municipal consequences. Equity positions within community, rather, advance / enhance / elevate social cohesion and municipal progress.

Homeownership opportunities (and feasibility) should be best broadened / strengthened within this project by means of zoning the R15 area for small-lot development, as well as the (~10 acre) R5 area directly adjacent to the project's commercial zone, leaving the R20 area for apartments. Increase (from R5 to R15) in density of this second area, combined with maintaining the R20 area intended for apartments -- should allow inclusion of some level of R4 zoning within current R5 / R8 areas -- despite the .66% unit-differential between multi-family and single family units. Small-lot development should pay the multi-family rate for city fees and provide homeownership options at a quite sharp discount from the cost of conventional models.

Whatever (even) greater level of R4 zoning is ultimately decided to be included within a revised project, would then basically dictate to what extent overall project (fee) funding arrives in arrears, with that amount perhaps added to home prices in that high-end zone.

I suppose you may envision this counter-revision, which I am proposing, to the presently approved project. Feasibility should be greatly boosted by arising popularity of small-lot development, importantly augmenting homeownership options and attraction, alongside the conventional developmental pattern. Such a "three-legged" project, so to speak, much better serves the comprehensive scope of community housing needs.

As well, employing such developmental innovation / insight within this key project, at the hub / heart of the SLSP, best supports, elevates its overall cultural contour.

Greenbelt and park locations should remain as they are in the existing project.

\* Here are several internet links pertaining to small-lot development:

(a) a HUD related page --

[http://www.huduser.org/portal/casestudies/study\\_102011\\_1.html](http://www.huduser.org/portal/casestudies/study_102011_1.html)

(b) a quite interesting (architecturally oriented) internet page, from Urban Land Institute, involving relevant details of a particular small-lot development project created within current developmental contexts --

<http://urbanland.uli.org/development-business/fee-simple-small-lots-yield-urbane-density/>

(c) a useful and concisely organized link about the small-lot development concept, in general, produced by Puget Sound Regional Council --

Urbanization qualities within SLSP are most accessible through this project, but this access must be properly balanced -- not top and bottom demographics being served, while cutting middle demographics out of its picture.

Hopefully, you might find significant value regarding the concept of: "Small-Lot Development," within this evolving local setting, our best chance to properly urbanize a key new part of Woodland. The project counter-revision which I propose (set out in detail, below) articulates a simple solution to project proponents' complained-of infeasibility / un-marketability, while retaining most of the already accepted values of the existing project plan. Please take a look at it.

Please also take a look at links provided in email, below, and material otherwise online about this topic. You'll soon discover the huge / various scope and value of this emerging homeownership model. Perhaps, you are already aware of it.

Prices for such new homeownership within SLSP -- **well under \$200,000 (likely achievable with this innovative housing model)** -- would greatly invigorate key aspects of the SLSP, as well as best serving local homeownership needs and progressing community development.

While it is recognized that about a year ago the Planning Commission gave some guidance to project proponents about revision (such as retaining the commercial zoning), the fact that "Small-Lot Development" has been swiftly replacing condominiums, as an affordable homeownership model -- was not observed. Reliable information indicates that it may have actually been suppressed, as has been consideration of this new development model within the new (2015-35) General Plan process.

Affordable homeownership in SLSP will be greatly enhanced, with broader community benefits adhering, if you decide to retain the existing Spring Lake Central Project plan and request that Project proponents work with city planning staff to create the nature of counter-revision presented in my email, below.

Thanks so much for your attention to this matter.

Best regards,  
Bobby Harris

----- Forwarded message -----

From: **Bobby Harris** <[yolosun@gmail.com](mailto:yolosun@gmail.com)>

Date: Thu, Mar 5, 2015 at 7:24 PM

Subject: Re: Spring Lake Central Project

To: Les Hock <[lhock@hockcm.com](mailto:lhock@hockcm.com)>

Cc: "[ken.hiatt@cityofwoodland.org](mailto:ken.hiatt@cityofwoodland.org)" <[ken.hiatt@cityofwoodland.org](mailto:ken.hiatt@cityofwoodland.org)>, "[Paul.Navazio@cityofwoodland.org](mailto:Paul.Navazio@cityofwoodland.org)" <[Paul.Navazio@cityofwoodland.org](mailto:Paul.Navazio@cityofwoodland.org)>, Chris Holt <[cdos77@gmail.com](mailto:cdos77@gmail.com)>

Thanks so much for your swift reply, Les.

My various, interrelated concerns are:

New R4 zoning in the project revision reduces planned (fiscally accountable) dwelling units, to be balanced by elimination of R15, R20 zoning and creation (and over-concentration) of R25 zoning for apartments, an ultra-high density which appears unrealistic / infeasible, unlikely to fully perform in this setting. Later revisions back

[http://www.psrc.org/assets/6674/hip\\_small\\_lots.pdf](http://www.psrc.org/assets/6674/hip_small_lots.pdf)

I hope you may find these presentations of interest. Much additional information regarding small-lot development can be found online, revealing wide and aggressive developmental appeal and activities.

Thanks so much for considering my concerns, Les. Please soon advise me of your address to them.

Regards,  
Bobby

On Wed, Mar 4, 2015 at 7:36 PM, Les Hock <[lhock@hockcm.com](mailto:lhock@hockcm.com)> wrote:  
Certainly.  
Please send me your concerns and I will attempt to address them.

Sent from my iPhone

On Mar 4, 2015, at 6:30 PM, "Bobby Harris" <[yolosun@gmail.com](mailto:yolosun@gmail.com)> wrote:

Les,

As a longtime community advocate (receiving ~1000 votes in 2014 city council election, without spending a dollar or knocking on a door), I have objections to the proposed Spring Lake Central Project revision, opposition which I've begun to express to relevant city staff and planning commission members.

Also, I operate a fairly well-followed blog (*Yolo Sun*) covering local land use and politics, where an article about this project is in preparation and will soon be posted: <http://yolosun.wordpress.com>.

Are you willing to discuss issues of such opposition to this project, in advance of this upcoming article / your appearance on this item before the planning commission?

Such opposition, I believe, is well considered, very constructive and in the best interests of project developers.

Please soon advise me.

Regards,  
Bobby Harris





Planning Commission April 16, 2015

**Spring Lake Specific Plan – Spring Lake Central Project (PLNG 14-00090):** A request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and to approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area.

The proposal will include:

- 1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 – 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 – 12 du/ac) acreage from 43.2 to 23.1 acres, eliminate 9.0 acres of Medium Density Residential (8 – 15 du/ac); and increase High Density Residential (15 – 25 du/ac) acreage from 7.6 to 9.3 acres;
- 2) Amending the Spring Lake Specific Plan land use designations to add 33.3 acres of residential R-4 (3-4 du/ac); decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; eliminate 9.3 acres of the multiple family residential R-15 (10-15 du/ac); eliminate 7.6 acres of the multiple family residential R-20 (16-20du/ac); and add 9.3 acres of the multiple family R-25 acreage (23-25 du/ac);
- 3) Reconfiguring the Spring Lake Village Center by relocating the park site, fire station and the commercial site and adding 8.3 acres of multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

**Location** The subject property is located north of Heritage Parkway, east of Harry Lorenzo Avenue, and approximately 850' southeast of the intersection of Farmers Central Road and Pioneer Avenue.

**Applicant/Owner** Woodland Spring Lake Partnership, L.P., 940 Emmett Avenue, Suite 200, Belmont CA 94002

**Environmental Report** Addendum to the Environmental Impact Report (SCH #99022069), Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000

**APN** 042-580-008, 037, 038, 040, 041, 043, 044, and 049

**Project Planner** Cindy Norris, Principal Planner

**Report For** Planning Commission Hearing April 16, 2015

**Staff Recommendation** Recommend City Council Approval with Conditions

**General Plan Designation** Low Density Residential (LDR) (3-8 du/ac); Medium Low Density Residential (MLDR) (5-12 du/ac); Medium Density Residential (MDR) (8-15 du/ac); High Density Residential, (HDR) (15-25 du/ac); Open Space (OS); Neighborhood Commercial (NC); Public Service (PS)

**Specific Plan Designation** Single-Family Residential R-5 (4-5 du/ac) and R-8 (6-8 du/ac); Multi-Family R-15 (10-15du/ac) & R-20 (16-20du/ac); Neighborhood Commercial (NC); Public/Quasi-Public (P/QP), Parks & Open Space (OS)

**Existing Land Uses** Spring Lake Specific Planning Area (Vacant & fallow land)

**Flood Zone** X – Area Outside the 2% Annual Chance Flood Event, FIRM Community Panel Number – 060426-0445H Revised May 16, 2012

**Street Access** Parkland Avenue, Heritage Parkway, Pioneer Avenue, Galvin Way, and Harry Lorenzo Avenue

**Adjacent Land Uses & Zoning:**

| <b><u>DIRECTION</u></b> | <b><u>LAND USE</u></b>                                | <b><u>ZONING</u></b>                        |
|-------------------------|-------------------------------------------------------|---------------------------------------------|
| North                   | Low Density Residential<br>& High Density Residential | Residential (R-5 & R-25)                    |
| South                   | Low Density Residential<br>& High Density Residential | Residential (R-5 & R-20)                    |
| East                    | Low Density Residential                               | Residential (R-5)                           |
| West                    | Vacant                                                | Spring Lake Remainder Area<br>(Yolo County) |

**Pending/Potential Action**

Staff recommends that the Planning Commission take action on the following:

- 1) Receive the staff report;
- 2) Conduct the public hearing;
- 3) Adopt Resolution No. PC15-\_\_\_\_\_ - recommend to the City Council to approve the Addendum to the EIR, amendments to the General Plan and Spring Lake Specific Plan land use designations, for approximately 105.7 acres of the Spring Lake Central project site, approval of Findings and Conditions of Approval for TM #5027, and approval of the

First Amendment to the Development Agreement for the Spring Lake Central Project, (Attachment “1”).

**Project Site Description:**

The project site encompasses approximately 105.7 acres of vacant land located within the original Reynen & Bardis Tentative Subdivision Map #4805, known as Spring Lake Central. The 2.6-acre Rochdale Grange multi-family housing development, which was of part of the original Reynen & Bardis Tentative Subdivision Map, has been developed (Attachment “5” - Spring Lake Central TSM #5027).

The property is located north of Heritage Parkway, east of Harry Lorenzo Avenue, and approximately 850’ southeast of the intersection of Farmers Central Road and Pioneer Avenue (APN 042-580-011, 012, 037, 038, 040, 041, 043, 044, 046) within the Spring Lake Specific Plan Area.

The project site contains the Spring Lake Village Center, which was envisioned in the Plan as the activity center for the Spring Lake Specific Plan and the possible future Master Plan Remainder Area with. Per the Plan, densities are generally increased at the Spring Lake Center, along transit routes and near key areas of more intense activity. As previously approved, the Center includes 5.1 acres of commercially zoned property and 4 acres of parkland with a 1-acre fire station site. The interior of Spring Lake Village Center is proposed to be reconfigured to include 4.8 acres of multi-family housing.

**Background:**

The entire SLSP area was rezoned under Ordinance No. 1346, adopted on July 2, 2002. The subject property was approved as a Tentative Subdivision Map (#4805), Rezone, and Development Agreement on February 27, 2007, as part of the Spring Lake Central project. The 2007 project approval provided for 663 units with a mix of R-5, R-8, R-15, and R-20 designated land, with the higher density multi-family units located around the outer (eastern) edge of the Heritage Parkway/Parkland curve, and the park and central commercial located directly across to the west and in the center. The park was situated such that it would create an aesthetic visual open space with a possible “civic” feature, rather than as a usable active park space.

On November 25, 2013, the applicant submitted an application for a General Plan Petition, requesting to amend the General Plan and Spring Lake Specific Plan for the Spring Lake Central Project area. An applicant is required to submit a Petition for consideration when an amendment to the General Plan is to be considered. The Planning Commission evaluates the request and implications of the amendment. On March 6, 2014, a public meeting was held at the Planning Commission to discuss the Petition application. The Commission accepted the General Plan Petition; thereby allowing the submittal of a formal application and processing of the requested amendments to the General Plan and Spring Lake Specific Plan, which includes a rezone, tentative map, and amendment to the Development Agreement. The original application included a request to remove the commercial component. Based on comments received by the public during the petition review meeting, the applicant amended their initial project application to add the central commercial component back into the project proposal.

### **Project Proposal:**

The Woodland Spring Lake Partnership, L.P. application proposes: 1) General Plan and Spring Lake Specific Plan Amendments; 2) replacing the Reynen & Bardis Tentative Map #4805 with the proposed Tentative Subdivision Map #5027; and 3) Development Agreement amendment to modify the Spring Lake Central project description and to update the conditions of approval.

### **General Plan Amendment Request**

The General Plan amendment (Attachment “3” – General Plan Amendment Exhibit) proposes to modify the location and amount of residential acreage within the Tentative Map as follows:

- 1) Increases the amount of Low Density Residential (LDR at 3-8 du/ac) acreage from 69.3 ac. to 76.5 ac. (increased by 7.2 ac.);
- 2) Eliminates the 3.1 acres of Medium Density Residential (MDR at 8-16 du/ac); and
- 3) Increases High Density Residential (MDR at 16-25 du/ac) acreage from 6.25 ac. to 9.3 ac. (increased by 3.05 ac.).

The proposal also shifts the locations of the Central Park, Fire Station, and Neighborhood Commercial sites, but does not propose to change the acreage. The key change would involve a reconfiguration within the Spring Lake Village Center to remove the public street connection of Heritage Parkway to Parkland Avenue from the Village Center in order to allow more efficient utilization land resources. A private access road, designed as a smaller main street concept, would be provided at the terminus, or “t” intersection of Pioneer Avenue, which will connect to Heritage Parkway to the south. The 5.1 acres of commercial land will be located at the central focal point of the Village Center Curve, with the 4.0 acre park site located to the North West along with the fire station, and 4.8 acres of high density multi-family located east of the commercial land, within the Village Center curve. The concept allows for the possible development of a more active park and for possible expansion should the Master Plan Remainder Area develop in the future. The General Plan Amendment, Attachment “3”, provides the locations of the proposed amendments. There is no change proposed to the size of for the park, fire station, or commercial uses.

### **Specific Plan Amendment Request**

The Specific Plan amendments (Attachment “4” – Specific Plan Rezoning Exhibit) include rezoning the Spring Lake Central area within the Tentative Map as follows:

- 1) Adds 33.3 acres of R-4 (3-4 du/ac)
- 2) Reduces the amount of R-5 (4-5 du/ac) designated acreage from 37.0 ac. to 20.1 ac (reduced by 9.2 ac.);

- 3) Reduces the amount of R-8 (6-8 du/ac) designated acreage from 32.3 ac. to 23.1 ac (reduced by 16.9 ac.);
- 4) Eliminates 3.1 acres of R-15 (10-15 du/ac);
- 5) Eliminates 6.25 acres of R-20 (16-20 du/ac);
- 6) Adds 9.3 acres of R-25 (23-25 du/ac).

The proposed rezone adds lower density (R-4) and high density (R-25) designated land and reduces or removes the low and medium-density (R-5, R-8, R-15, and R-20) designated acreage. The rezone will increase the number of multi-family units by 62 and decrease the number of single-family lots by 68 units. The rezone also shifts the locations of the Central Park, Fire Station, and Neighborhood Commercial sites but does not change the acreage amount for those uses. The Specific Plan Amendment, Attachment “4”, provides the locations of the proposed amendments.

### **Tentative Subdivision Map Request**

The applicant is proposing to replace the previously approved tentative subdivision map #4805 with the new tentative map #5027 (Attachment “5” - Tentative Subdivision Map #5027). The development will construct all internal local streets and utilities and any project components including open space access paths and privacy walls.

Project access will primarily be from arterial streets: Heritage Parkway, Parkland and Pioneer Avenues; collector streets: Galvin Way and Harry Lorenzo Drive; and local streets: McNary Way, Motta Street and Winne and Goode Drives onto future local streets. A private street will provide access to the now centrally located commercial site.

The Tentative Subdivision Map will provide 379 residential lots (approximately 607 units) for both single-family and multi-family development:

- 1) 128 R-4 lots
- 2) 100 R-5 lots
- 3) 147 R-8 lots
- 4) 3 R-25 lots (232 units)

The project will be required to complete the western half of the exiting greenbelt (currently planted as turf), as shown on “Lots K, L, & M”, extending south from Ortiz Avenue to Heritage Parkway. The greenbelt is approximately 1,680 feet in length and approximately 40 feet wide. The project will be required to construct and improve the entire green belt, including the multi-use path.

The proposed map provides eight (8) Pedestrian/bicycle (Paseo) accesses on “Lots C, D, E, F, G, H, I, & J” throughout the subdivision. The paseos provide access from the subdivision to Harry Lorenzo, Parkland, & Pioneer Avenues.

## **Development Agreement Request**

Resolution No. 3542, adopted on May 15, 1990, establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The Spring Lake Specific Plan (SLSP) requires that each developer enter into a Development Agreement with the City. Development Agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer.

The City Council approved a Development Agreement as part of the original Spring Lake Central project, Ordinance No. 1478, on March 6, 2007. A First Amendment to the Development Agreement is proposed with this project review, which will include a modified project description and updated provisions regarding the fire station and park improvement requirements (Attachment “8”), and revised Conditions of Approval (Attachment “9”) to the report.

## **Public Notification**

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

- Legal notice was published in the Woodland Daily Democrat on March 23, 2015.
- Notices were mailed to all property owners within the Spring Lake Planning Area and within 300 feet of the project site.
- Copies of all notices and reports were provided electronically to identified Spring Lake neighborhood representatives for general distribution and posting on the Spring Lake Facebook page.

This item was originally noticed for the February 5, 2015 Planning Commission hearing and continued to March 5, 2015. Copies of a staff report were made available January 30, 2015. The item was re-noticed and a new mailer sent out on March 23, 2015 for the April 2, 2015 meeting. The item was continued on April 2, 2015 to April 16, 2015.

## **Applicable Laws, Codes & Ordinances**

The project is subject to several laws, codes and ordinances:

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan (including the Housing Element)
- The City of Woodland Zoning and Subdivision Ordinances
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan
- SLSP Financing Plan
- SLSP Design Standard

## **Previous Actions Taken (to amend the SLSP)**

On December 18, 2001, the City Council adopted the Spring Lake Specific Plan (SLSP) (Resolution No. 4330). The SLSP has since been amended several times:

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;
4. February 27, 2007 (Resolution No. 4807) to amend the Spring Lake Specific Plan land use designations and Table 2.4 requested by the proposed Reynen & Bardis-Spring Lake Central Development Project;
5. November 16, 2010 (Resolution No. 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 Road 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; and
8. June 17, 2014 (Resolution No. 6257) to amend the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit); and
9. April 7, 2015, to amend the Spring Lake Specific Plan land use designations, to rezone an R-15 site to R-8 and rezone a 2 acre neighborhood commercial site to R-8.

### **Environmental Assessment Status**

On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearinghouse Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council subsequently adopted several CEQA Addenda to the Turn of the Century EIR. Addenda prepared included:

- Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP;
- 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;
- 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;
- Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property;
- 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;
- Addendum #6 (Resolution No. 4806 adopted February 27, 2007), for the purposes of amending the Plan based on a request by Reynen and Bardis;
- 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;

- 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
- Addendum #9 (Resolution No. 6117 adopted March 5, 2013) for the purposes of amending the Plan based on a request by the ALC IV Woodland Spring Lake, LLC to modify land use designations on 16.22 acres, from multi-family R-20 and School designations to a single family R-8 designation; and
- Addendum #10 (Resolution No. 6255 adopted June 17, 2014) for the purposes of amending the Plan based on a request by the Turn of The Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit).

### ***Proposed Addendum***

Section 15182(a) of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. The proposed revisions, which result in a similar number of residential units and slight relocation of the fire station, will result in environmental impacts that would be similar to those identified in the previous EIR and project approval in 2007. Infrastructure improvements beyond those previously anticipated will not be required. In addition, the daily trip generation will not be significantly different than that anticipated in the SLSP, Turn of the Century EIR and in the previously approved project, as described in the CEQA EIR Addendum, (Attachment “2”).

### **Review Agency Comments**

The application was circulated for review by agencies of jurisdiction. The comments from Development Engineering, Housing, Building, Fire, and Police, have been incorporated as Conditions of Approval.

### **Staff Analysis**

Staff supports this project, subject to the recommended provisions in the First Amendment to the Development Agreement and conditions of approval, and provides the following analysis:

#### **General Plan Consistency**

The proposed General Plan Amendment increases the amount of acreage in the high density land use category and in the Low Density Land use category, while decreasing acreage in the Medium Density range as follows:

- 1) Increases the amount of Low Density Residential (LDR at 3-8 du/ac) acreage from 69.3 ac. to 76.5 ac. (increased by 7.2 ac.);



- 2) Eliminates the 3.1 acres of Medium Density Residential (MDR at 8-16 du/ac)
- 3) Increases High Density Residential (MDR at 16-25 du/ac) acreage from 6.25 ac. to 9.3 ac. (increased by 3.05 ac.)

The proposed modification provides for a more economically viable land use designation for single family residential densities than the current housing market will more readily absorb and support. The increased density for the multi-family housing allows for the possibility of an urban village development concept that increases the likelihood for transit and viability of the proposed commercial uses.

The Spring Lake Specific Plan has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP. The proposed modifications to the Development Agreement and phasing of the tentative subdivision map have been determined by staff to be consistent with the SLSP and General Plan.

### **Spring Lake Specific Plan Consistency**

#### ***Spring Lake Land Use Element and Housing Balance***

##### ***Plan Density***

The Spring Lake Specific Plan has a goal of an overall Plan net density of 4.8 units per acre for single-family and a Plan wide net density of 6.1 units per acre. The proposed overall net density for this subdivision is 7.0 units per acre with a single family net density of 4.9 units per acre. The density numbers for this project are somewhat higher than proposed Plan wide, but the overall Plan density remains within a consistent range. Staff will continue to monitor the Plan wide density balance with each proposed amendment. With the proposed R-15 Cal West Rezone included in the calculation, the overall Plan density would be 6.11 units/acre. Adding this project's proposed change, the overall Plan density would be 6.10 units/acre.

The proposed Spring Lake Specific Plan amendments decrease the residential density in the single-family designations by shifting acreage from the R-5 & R-8 designations to the R-4 designation. This shift will result in a change in density of single-family residential, from 6.4 units to 4.9 units per acre. The proposed amendments also increase the residential density and intensity for multi-family by shifting acreage from the R-15 & R-20 designations to the R-25 designation. This shift will result in a change in multi-family density from approximately 17.5 units per acre to 24.9 units per acre for this project.

##### ***Housing Balance***

Further, the project itself will have a single family to multi-family ratio of 62% single-family units (375) to 38% multi-family units (232), but results in a Plan wide ratio of 72% single family to 28% multi-family. This is closely aligned with the Plan goal of 71% single-family units and 29% multi-family units.

##### ***Use Configuration***

Staff is supportive of the reconfiguration of the Village Center. The relocation of the park to the west will likely provide the possibility for a more usable and safe activity space for residents and children and will allow for the possibility that the overall park size may someday be increased if adjoined to park space in the future Master Plan Remainder Area. The commercial land use has been repositioned toward the center to allow the continued opportunity for design of an activity space and central focal point for the community. To enhance the central village concept and allow greater opportunity for an urban village to support desired transit and services, additional multi-family density is proposed in the village center.

### ***Spring Lake Plan Consistency***

In order to assess project consistency with the SLSP development requirements, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program. Despite proposed modifications of the Land Use Section of the Spring Lake Specific Plan, the project is substantially consistent with the aforementioned documents. Through various conditions or components of the Development Agreement, consistency and/or participation in the following programs was also ensured: Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

### ***Spring Lake Housing Element***

#### ***Affordable Housing***

The project is subject to the Spring Lake Affordable Housing Plan, which requires that ten percent (10%) of single-family units be affordable to low-income households. The multi-family requirement is that either, ten percent (10%) of all multi-family units be affordable to low-income households and twenty percent (20%) of the units be affordable to very low income households, or that twenty-five percent (25%) of the multi-family units be affordable to very low income households. The previous project approval in 2007 included a total of 212 multi-family housing units, with a resulting 22 low income and 43 very low income multi-family units required. The very-low income requirement has been satisfied as a result of the construction of the Rochdale Grange project, which provides 44 units of which 43 are restricted to very-low income households. The current project proposal is for 232 multi family units resulting in a requirement for 23 low-income multi-family units. The previous project approval, from 2007, provided for 408 single family units, (less than the original Spring Lake Specific Plan allocation of 443 single family units). The 2007 approval required 41 low-income single family restricted units. In order to ensure that Plan requirements for affordable units is met, the allocation of affordable single family units will remain at 41, although the number of single family units proposed, 375 single family units, is less than the previous approval.

It is the City's preference that the methodology to best meet the For-Sale affordability requirement is through the payment of in-lieu fees. This is because:

- The payment of fees provides greater certainty to the City and Applicant in defining the affordability obligation;

- Allows the City to focus resources on individuals and households with the greatest need;
- Allows the City the ability to support housing needs independent of State and Federal subsidies and to reduce program administration burdens; and
- Allows the City to support those projects that best meet compact development goals, that use land and resources most efficiently, and concentrates activity close to infrastructure, amenities and other community resources.

Fees collected in-lieu of providing the required ten percent (10%) low-income single family units may be utilized at the City's discretion to support eligible affordable housing projects city-wide as determined by the City Council. The fee has been set at a sliding scale based on land use density and is based on the approximately \$51,000 per unit average historical required rental subsidy per unit. Within each land use category the subsidy per required affordable low-income unit is as follows:

|     |                   |
|-----|-------------------|
| R-4 | \$50,000 per unit |
| R-5 | \$40,000 per unit |
| R-8 | \$30,000 per unit |

This Project requires construction of thirteen (13) R-4 low-income single-family units, ten (10) R-5 low-income single-family units, and eighteen (18) R-8 low-income single family units. Based on 41 units, this results in a total fee amount \$1,121,891. The Owner has agreed to pay \$4,240 dollars per unit, spread over 375 units for payment in lieu of construction of the affordable units. This agreement is memorialized in the First Amendment to the Development Agreement.

### ***Spring Lake Financing (SLIP)***

In order to maintain the fiscal and financial feasibility of the SLSP, it is the City's goal in implementing the SLSP that the number of constructed units be as close as possible to the number of planned units. The initial constructed density requirement was set for the SLSP at 95 percent (95%) of the planned densities. However, a December 2008 amendment to the Spring Lake Infrastructure Fee (SLIF) plan increased the constructed density requirement to 100 percent (100%) of the planned density in order to reduce the overall SLIF fee; in assuming a greater density, the fees are spread over a larger number of assumed units. This change was made at the request of the development community and has been built into assumptions in the Spring Lake Capital Improvement Plan (CIP).

The proposed rezone results in a net decrease in the total number of units by 51 units, and for purposes of calculating the Spring Lake Infrastructure Fees (SLIF), the project results in a net decrease in generating fees equivalent to approximately 28 DUEs or \$1,121,891. A comparison of the estimated number of units and Dwelling Unit Equivalents (DUE) for the existing and proposed land use designations is provided by the DUE Chart (See Attachment "G" - DUE chart). Should the proposed number of DUEs be less than originally allocated in the Plan, the City requires that the developer make up the lost revenues. If that does not occur, the loss of \$1.2 million is spread to the remaining units in Spring Lake. Exhibit "I" of the First Amendment to the Development Agreement (Attachment "10") includes a requirement that the deficit in the

Spring Lake Infrastructure Fees from this project would be made-up by the owner, to be spread equally across the single family units (\$2,992 per single family unit).

### **Tentative Map Review**

The proposed lot layout is generally consistent with neo-traditional qualities as identified in the Spring Lake Specific Plan (SLSP) and will provide homes that primarily front to a local street, and/or side in a few cases (Attachment “5”).

The subject property is comprised of nine (9) parcels totaling 105.7 gross acres. The proposed 128 R-4 lots range in size from 6,471 to 14,672 square feet with an average lot size of 8,215 square feet. Lot depths range from 100 to 145 feet with an average lot depth of 110 feet. The R-4 lots have lot widths ranging from 64 to 114 feet with an average lot width of 74 feet. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 55-foot minimum and 65-foot average. Lot widths are measured at a point midway between the front and rear property lines.

The proposed 100 R-5 lots range in size from 5,507 to 9,845 square feet with an average lot size of 6,450 square feet. Lot depths range from 100 to 124 feet with an average lot depth of 108 feet. The R-5 lots have lot widths ranging from 55 to 90 feet with an average lot width of 59 feet. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 50-foot minimum and 55-foot average.

The proposed 147 R-8 lots range in size from 4,257 to 10,691 square feet with an average lot size of 4,871 square feet. Lot depths range from 100 to 124 feet with an average lot depth of 99 feet. The R-8 lots have lot widths ranging from 45 to 61 feet with an average 48-foot lot width. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 40-foot minimum and 45-foot average.

The proposed three (3) R-25 lots have a combined total of 9.3 acres for a maximum of 232 multi-family units. The exact number of units and the layout will be provided when a project is submitted for Site Plan and Design Review, which is reviewed by the Planning Commission.

Lot Width - Development Regulation 2.35.5 states that lot widths along a block shall be varied. The tentative map meets the requirements for minimum and average lot widths, but **does not** meet the lot width variation requirement. Staff has included a condition of approval, which states that no more than three (3) lots of the same lot width, may be located in a row and that a minimum lot width variation of three feet (3 feet) shall be provided, to be approved by the Community Development Director prior to approval of final map.

Block length - Development Regulation 2.34 and Table 2.4 lists the block length in the R-4 zone as 400 to 600 feet desirable with a maximum of 910 feet; the R-5 zone as 400 to 600 feet desirable with a maximum of 840 feet; R-8 zone as 400 feet desirable with a maximum of 600 feet. The goal is to not exceed 10 homes on one side of the block.

All of the proposed blocks within the subdivision map comply with this requirement with the following exceptions:

- 1) The Heritage Parkway block (Lots 358 - 375), between Parkland Avenue and “H” Drive, exceeds the overall block length of 600 feet and more than 10 homes on one side of the block (18 homes on one side);
- 2) The block on the north side of Galvin Way and east side of Brubaker Street exceeds the overall block length of 600 feet and more than 10 homes on one side of the block (13 homes on one side);
- 3) The two blocks bounded by “F” Way & “G” Way and Galvin and McNary Way exceeds the maximum length of 600 feet and more than 10 homes on one side of the block (14 homes on the west side and 13 on the east side). These block lengths were a product of maintaining the grid system within Spring Lake by preferring McNary Way to run straight from the adjacent subdivision.

Staff has provided a recommended condition that requires the applicant to provide visual enhancement to these longer blocks. This condition can be satisfied through means such as enhanced home front design or streetscape enhancement, or a combination of both. This condition would be placed on the above mentioned 4 blocks within the Spring Lake Central tentative subdivision map and be a Design Review requirement for the subdivision.

Back-on Lots - Development Regulation 2.35.2 provides that *Residential lots shall avoid, to the greatest feasible extent, backing on to greenbelts*. There are fourteen (14) homes that border the greenbelt (Lots J, K, & M) on the project’s eastern edge. Two (2) of the fourteen (14) homes, (Lots 117 & 118), will back on to the greenbelt.

Cul-de-Sac Calculation - Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. The proposed subdivision provides 24 percent cul-de-sac block length measured from centered line.

Bicycle / Pedestrian Access – Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides four (4) trail access points to the greenbelt and six (6) access connections within the subdivision.

Entry Sign – Per the Spring Lake Design Standards 1.6.2, the applicant shall establish neighborhood entry features at the following locations:

- 1) Pioneer Avenue and Parkland Avenue (Landmark Entryway feature);
- 2) Parkland Avenue & Harry Lorenzo Avenue (Minor Entry Sign);
- 3) Heritage Parkway & “H” Drive (Subdivision Entryway Sign);
- 4) Additional location(s), as directed by the Community Development Director, if necessary.

Energy Efficiency – The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25, which requires five percent (5%) of all units to have roof photovoltaic energy systems or other alternative energy systems. Staff is recommending a condition to require that all homes be photovoltaic ready and that all homes have outlets for electric vehicles in every garage.

Water Conservation Ordinance - The project shall comply with the City's Water Conservation Ordinance, and any applicable state water conservation requirements.

### Fencing

Residential Fencing: All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. "Good Neighbor" fences for side and rear yards shall be constructed per the Spring Lake Design Standards - 2.9 and the diagram on page 15, which includes a 2x8 cap, 1x4 plant-on, and 1x6 panels.

Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing adjacent to the greenbelt shall be consistent with the existing fence concept utilized in the Village 3 Development. All wood fencing shall be stained with a water sealant. Staff is recommending that all fence and wall designs be submitted for review and approval prior to the issuance of building permits.

Privacy wall. Privacy walls along the following road frontages shall be constructed:

- 1) The north side of Heritage Parkway commencing at the southeastern corner of map 4805 (Lot 220) extending along Heritage Parkway and terminating at Parkland Avenue (Lot 358);
- 2) Along both sides of Pioneer Avenue; and
- 3) Along the northern and eastern side of Parkland Avenue. The design of the walls shall be submitted to the Community Development Director for approval. This design shall satisfy the requirements of the SLSP Design Standards.

*The proposed project as conditioned is consistent with the City's Spring Lake Specific Plan.*

### **Mitigation Monitoring Plan (MMP)**

The SLSP MMP is contained in Appendix A of the SLSP. As conditioned, the subject project is consistent with all requirements of the Mitigation Monitoring Program.

### **Consistency with Other Land Use Plans**

The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

### **Zoning Ordinance Consistency**

*Lot Coverage* - The maximum lot coverage is 50 percent.

*Off Street Parking* - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio is 2 parking spaces per unit. The proposed parking must conform to minimum standards. Lots with second units must comply with SLSP Design Standard 2.10e, which requires 2 additional parking spaces.

*The proposed project as conditioned is consistent with the City's Zoning Ordinance.*

### **Subdivision Ordinance Consistency**

The proposed circulation pattern consists of Arterial level streets: Heritage Parkway, Pioneer and Parkland Avenues, and Collector Streets: Galvin Way and Harry Lorenzo Avenue. Local streets include McNary Way, Goode Drive, Winne Drive, and various yet-to-be named local streets.

The western end of Heritage Parkway, as the roadway changes from an arterial to a collector, has been modified, and no longer wraps around the commercial and park site reconnecting with Parkland Avenue, but instead Heritage Parkway now terminates into "J" Way in a roundabout.

Local builder requirements, Section 21-15-1 of the City's Subdivision Ordinance, as well as Development Regulation 2.27 in the Spring Lake Plan, provide for the sale of lots to local building contractors. The intent of this regulation was to provide the opportunity for the local building community to participate in development in the City. The larger builders were perceived as having the advantage of being able to pick up large numbers of lots. The regulation provides for a process to allow the lots to be offered for a limited time (45-days) to local builders and have to be offered at a fair market price.

*The project as conditioned is consistent with the City's Subdivision Ordinance.*

### **Infrastructure Master Plans**

The approved SLSP Infrastructure Study Report satisfies the SLSP requirements for Water, Drainage, and Sewer Infrastructure Plans.

### **Spring Lake Specific Plan Design Standards**

The SLSP Design Standards adopted on May 20, 2003, identify minimum design requirements for development within the Spring Lake area including architectural requirements for the homes, and landscaping requirements for public improvements. A condition has been added that

requires future development, within the project to complete Design Review as required by the Spring Lake Design Standards.

### **Appeals**

The subdivider, or any party adversely affected by the decision, the City Council, an individual City Council member, or the City Manager, may appeal any action of the Planning Commission with respect to a tentative map to the city council **within ten days** after the action of the Planning Commission. No conflict of interest shall exist solely by reason of the filing of an appeal by the City Council, an individual City Council member, or the City Manager. Any such appeal shall be filed with the City Clerk and, except an appeal by the City Council, a City Council member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. Upon the filing of an appeal, the City Clerk shall set the matter for hearing. Such hearing shall be held within thirty days after the date of filing the appeal. Within ten days, or at its next regular meeting following the conclusion of the hearing, the City Council shall render its decision on the appeal.

### **Recommendation:**

Staff recommends approval of the project by making an affirmative motion as follows: **I move that the Planning Commission recommend approval of the Spring Lake Central project to the City Council based on the identified Findings of Fact and subject to the identified Conditions of Approval, by taking the following actions:**

### **Planning Commission Action:**

1. Adopt Resolution No. PC15-\_\_\_\_\_ - recommending to the City Council to approve the Addendum to the EIR, amendments to the General Plan and Spring Lake Specific Plan land use designations, for approximately 105.7 acres of the Spring Lake Central project site, approval of Findings and Conditions of Approval for TM #5027, and approval of the First Amendment to the Development Agreement for the Spring Lake Central Project, **(Attachment “1”)**

### **ATTACHMENTS:**

Attachment “1” – Planning Commission Resolution for Spring Lake Central  
Attachment “2” - Exhibit A - CEQA EIR Addendum  
Attachment “3” - Exhibit B – General Plan Land Use Amendment Exhibit  
Attachment “4” - Exhibit C – Spring Lake Specific Plan Land Use Amendment Exhibit  
Attachment “5” - Exhibit D – Tentative Subdivision Map # 5027  
Attachment “6” - Exhibit E – City Council Ordinance for First Amendment to the Development Agreement  
Attachment “7” – 2007 Development Agreement (Exhibit 1 to Council Ord.)  
Attachment “8” - First Amendment to the Development Agreement (Exhibit 2 to Council Ord.)  
Attachment “9” – Exhibit C - Findings of Fact and Conditions of Approval  
Attachment “10” - Exhibit I – Spring Lake Fees



Attachment “11” – General Application Form and Project Justification Statement  
Attachment “12” – Unit and DUE Comparison Table

**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND**  
**AMENDING THE GENERAL PLAN LAND USE DIAGRAM FOR THE SPRING LAKE**  
**CENTRAL PROJECT by WOODLAND SPRING LAKE PARTNERSHIP, L.P.**

**WHEREAS**, Article 5 of Chapter 3 of Division 1 of Title 7 (commencing with section 65300) of the Government Code requires the City to prepare and adopt a comprehensive, long-term General Plan for the physical development of the City; and,

**WHEREAS**, in February of 1996, the City of Woodland, (“City”) adopted its General Plan, which was updated on December 17, 2002 and has since been amended from time to time; and

**WHEREAS**, the General Plan contains the General Plan Land Use Diagram (Figure 1-4), which designates that certain real property consisting of parcels located in the City of Woodland, California, which comprise approximately 105.7 acres and is more commonly known as Yolo County Assessor’s Parcel Numbers 042-580-08, 037, 038, 040, 041, 043, 044, and 049 (“Spring Lake Central”) as Low-Density Residential (LDR), Medium Low-Density Residential (MLDR), Medium Density Residential (MDR), High Density Residential (HDR), Open Space (OS), Neighborhood Commercial (NC) and Public Service (PS); and

**WHEREAS**, Woodland Spring Lake Partnership, LP, as owners of the Spring Lake Central Property, have submitted an application to the City requesting that the General Plan Land Use Diagram be amended to designate 7.2 acres of land as Low Density Residential (LDR), eliminate 3.1 acres of Medium Density Residential (MDR), and to add 3.05 acres of High Density Residential, along with a shift in location to the Open Space (OS), Neighborhood Commercial (NC), and Public Service (PS) sites, as described in Exhibit “1”; and

**WHEREAS**, On April 16, 2015, the Planning Commission of the City of Woodland (“Planning Commission”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the Planning Commission; and

**WHEREAS**, at the conclusion of the public hearing before the Planning Commission, the Planning Commission voted to recommend to the City Council that the General Plan amendment be approved; and

**WHEREAS**, On May 5, 2015, the City Council of the City of Woodland (“City Council”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the City Council; and

**WHEREAS**, at the conclusion of the public hearing before the City Council, the City Council by resolution adopted Addendum #12 to the Turn of the Century Specific Plan Environmental Impact Report for the Spring Lake Central Project; and

**WHEREAS**, this will be the 2nd amendment of the General Plan in the calendar year 2015 (#1 - Cal West Project PLNG13-00079 on February 3, 2015); and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland that:

1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, and the findings made in this Resolution, the City Council hereby approves the General Plan Amendment, hereby amending the General Plan Land Use Designations of the Spring Lake Central Project as follows: designate 7.2 acres of land as Low Density Residential (LDR), eliminate 3.1 acres of Medium Density Residential (MDR), and to add 3.05 acres of High Density Residential, along with a shift in location to the Open Space (OS), Neighborhood Commercial (NC), and Public Service (PS) sites, as described in Exhibit "1", attached hereto and incorporated herein by this reference.
2. Based on the entire record before the City Council and all written and oral evidence presented, the City Council hereby makes the following findings:
  - A. The General Plan Amendment is integrated and compatible with the Land Use and Community Design Element of the General Plan in that it supports infill development and use of parcels in a manner compatible with the surrounding character.
  - B. The General Plan Amendment is integrated and compatible with the Economic Development Element of the General Plan in that it allows for economic development within the City while maintaining orderly and well-planned for steady growth to prevent urban sprawl.
  - C. The General Plan Amendment promotes the goals and objectives of the General Plan and each element thereof and leaves the General Plan a compatible, integrated and internally consistent statement of policies.
3. The City Council has determined that the General Plan Amendment is in the public interest because the change in general plan designation is in compliance with General Plan policy 1.B.1 as the City supports residential development at a manageable pace to achieve its fair share of regional housing needs and Policy 1.C.1 as the City promotes new residential development in a range of residential densities.
4. The General Plan Amendment was reviewed, studied, and found to comply with the California Environmental Quality Act and, based on the foregoing, the City has determined that the environmental impacts of the General Plan Amendment are insignificant and has adopted an Addendum to the Turn of The Century Specific Plan
5. Environmental Impact Report for the Spring Lake Central Project.

**PASSED AND ADOPTED** by the City Council on \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Tom Stallard, Mayor

**ATTEST:**

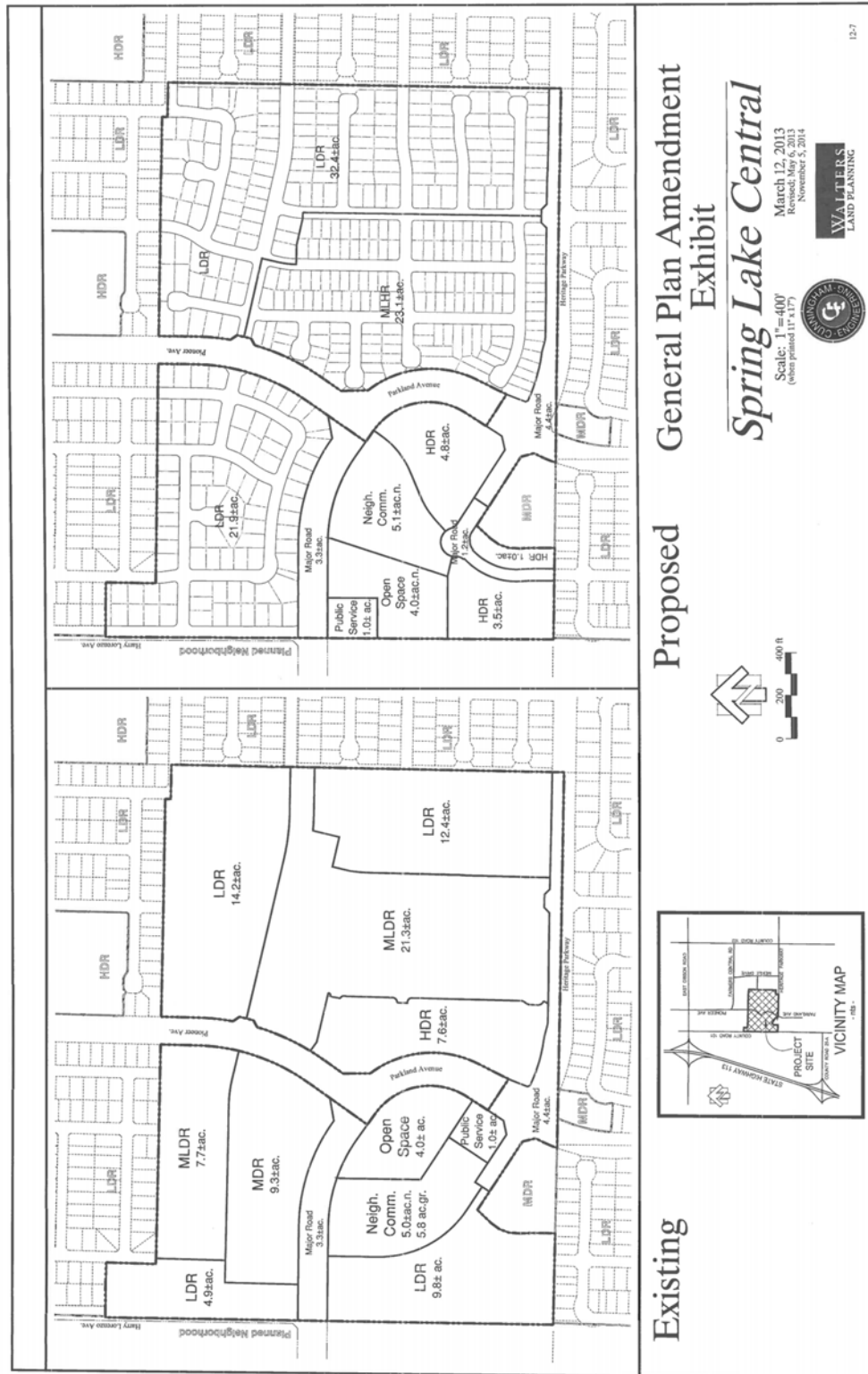
**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Kara Ueda, City Attorney

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

**Exhibit "1"** – General Plan Amendment Exhibit



**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND**  
**AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE DESIGNATIONS FOR**  
**THE SPRING LAKE CENTRAL PROJECT by WOODLAND SPRING LAKE**  
**PARTNERSHIP, L.P.**

**WHEREAS**, the City of Woodland ("City") desires to amend the Spring Lake Specific Plan Land Use Designations for the Spring Lake Central Project; and,

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

**WHEREAS**, the City of Woodland Planning Commission held a duly noticed public hearing on April 16, 2015, to receive public testimony concerning the Amendment; and

**WHEREAS**, the City of Woodland City Council held a duly noticed public hearing on May 5, 2015 to receive public testimony concerning the Amendment, consider the Planning Commission's recommendations, and take action on the Amendment; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodland ordains as follows:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.
3. The City Council hereby certifies that its members have reviewed and considered the information in the CEQA EIR Addendum #12 and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines.
4. The City Council hereby amends the Spring Lake Specific Plan for the Spring Lake Central Project as described in Exhibit "1," provided that this Amendment shall take effect only upon execution by the City and the owner of the Property of an amendment to the development agreement governing the Property. No final map shall be recorded or

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

**PASSED AND ADOPTED** by the City Council on \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Tom Stallard, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Kara Ueda, City Attorney

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

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





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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WOODLAND, CALIFORNIA, APPROVING THE FIRST AMENDMENT  
TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF  
WOODLAND AND WOODLAND SPRING LAKE PARTNERSHIP, L.P.  
TO USE AND DEVELOP THE SPRING LAKE CENTRAL PROJECT  
AREA LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA**

**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**, Woodland Spring Lake Partnership, L.P. ( “Developer”) propose to develop certain real property located in the City of Woodland (“Property”), more particularly described in the First Amendment to the Development Agreement, attached hereto as Exhibit “2” 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 First 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 First Amendment to the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on the First Amendment to the Development Agreement on April 16,, 2015, and recommended that the City Council approve the requested amendments to the Project, including the amendment to the Development Agreement; and

**WHEREAS**, on May 5, 2015, 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 First Amendment to the Development Agreement were heard and at which time the First Amendment to the Development Agreement was comprehensively reviewed; and

**WHEREAS**, on May 5, 2015, 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 May 5, 2015, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project, and the First Amendment to Development Agreements; and

**WHEREAS**, the terms and conditions of the First Amendment to the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, 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 First 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 “2.”

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 May 5, 2015, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the First 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, or a Memorandum of 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 \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Tom Stallard, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Kara K. Ueda, City Attorney

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

**Exhibit “1” – Development Agreement (2007)**

**Exhibit “2” – First Amendment to Development Agreement**

**EXHIBIT 1**

**[2007 Development Agreement]**

## **EXHIBIT 2**

**[First Amendment to Development Agreement]**

**DEVELOPMENT AGREEMENT  
BETWEEN CITY OF WOODLAND AND REYNEN & BARDIS COMMUNITIES.**

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 Reynen & Bardis Communities (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, 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 public landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement, private landscaping 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 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

**Exhibit "A"** – Legal Description of the Property.

**Exhibit "B"** – Map showing Property and its location.

**Exhibit "C"** – 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. (deleted)

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:

Reynen & Bardis Communities  
10630 Mather Blvd.  
Sacramento, CA 95655  
Attn: Michael Winn

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

## 3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. 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 except that OWNER shall not be required to pay building plan check or building permit fees for any affordable units pursuant to Specific Plan policy 3.3.
- (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. Nothing in this section or any other provision of this Agreement shall be construed to limit the right of OWNER to oppose, protest or challenge any proposal to increase, or an increase of existing Exactions, or any adoption of new Development Exactions.

(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 to the extent that is 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 associated agreements and documents, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan and the Tentative Map. Owner shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map, when required by the City.



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 that 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 cash reimbursement from benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may reasonably determine and the Plan documents provide. To the extent OWNER has not been fully reimbursed by the time of the Second 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 Second Release.

3.10 No Reimbursement for Temporary Improvements. The CITY shall not reimburse OWNER for costs of interim temporary improvements unless otherwise determined by City.

3.11 Reimbursement for Specific Plan Preparation and Administration Costs.  
(Intentionally deleted.)

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. The term of the Tentative Map, and any subdivision map or other permit approved as a Subsequent Approval shall automatically be extended to the term of this Agreement as provided under the appropriate provisions of Government Code section 66452.6(a) or Government Code section 65863.9, unless a longer term would result under otherwise applicable state law or, in the absence of such state law the term given such approval under local law.

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 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in the Agricultural Mitigation Program. CITY hereby agrees that Owner's participation in the Merritt Ranch conservation easement described in Exhibit "E" and depicted on the map at Exhibit "F" attached hereto, meets the criteria set forth in the Agricultural Mitigation Program. Further, CITY agrees that easement areas may be

"stacked" to satisfy the requirements for mitigation of agricultural uses as well as Swainson's hawk habitat.

4.5 Managing Entity. CITY and OWNER agree 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.

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

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 Spring Lake Specific Plan and the Mitigation Monitoring 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 second and third-release 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. 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 issue a building permit unless each lot to be subdivided thereby has a building unit allocation assigned to it. OWNER may record a deed restriction on the lots used for the sales office and parking area precluding occupancy as a residence, in which case a BUA will not be required until the OWNER requests a Certificate of Occupancy. CITY agrees to release 139 2<sup>nd</sup> Release BUAs commencing June 30, 2007 and 260 3<sup>rd</sup> release BUAs commencing June 30, 2011 to Property pursuant to Woodland City Code Section 26-2-20, unless amended or repealed.

4.12 Inclusionary Housing Agreement. Prior to approval of any final map, OWNER and CITY shall enter into an Inclusionary Housing Agreement 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

*move*

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 for the units within the final map 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 OWNER applies to amend SLSP to allow for alternative provision for OWNER's proportionate share of the 74 off-site affordable units for the SLSP area.

4.14 Deferred Administrative Costs. (Intentionally Deleted)

4.15 Funding for Public Transit. OWNER shall pay \$318.00 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"), is estimated to be \$35 per DUE.

4.16 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.

4.17 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. 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.

4.18 (Intentionally deleted; changes to East Regional Pond for impacts to Cache Creek floodplain no longer contemplated)

4.19 Spring Lake Village Center. 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 station and Central park sites) when required by CITY. OWNER shall provide advance funding to the CITY for the site design of the 4-acre Central Park site and the SLSP fire station. 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. OWNER agrees to fund construction of the SLSP fire station subject to availability of Major Project Financing Plan (MPFP) AB 1600 funds. 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.

4.20 113 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.

4.21 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.

4.22 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 and storm drainage infrastructure serving development of OWNER'S Property.

4.23 (Intentionally Deleted; Capital Improvements Plan and Infrastructure Studies completed.)

4.24 Fire Department Operation and Maintenance Funding. 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.

4.25 Affordable Housing Fund. The OWNER shall pay a one-time fee of \$50,000 to the Redevelopment Agency Affordable Housing fund. The fund is to allow the Redevelopment Agency to assist with affordable housing within the City of Woodland. Payment shall be made to the City of Woodland prior to approval of the First Final Map.

4.26 Public Art OWNER shall incorporate at least one public art feature from a commissioned artist, selected by OWNER. The maximum dollar amount to be paid to such artist shall be \$42,000 for the entire Property. Public art can be incorporated into the subdivision amenities or into one of the SLSP Landmark/Monumentation entryway features, where required. 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. Payment shall be made, or

the artwork shall be commissioned, prior to filing of the Final Map.

4.27  
4.28  
4.18 Challenge of Subsequently Adopted Plans and Studies. Notwithstanding the foregoing or anything to the contrary herein, nothing in this Section 4 that provides for a fee, charge, assessment or other exaction to be adopted or amended subsequent to the Effective Date of this Agreement, or provides for the amount of such fee, charge, assessment or other exaction to be determined based on a study prepared or adopted subsequent to the Effective Date of this Agreement, shall be construed to limit the right of OWNER to oppose, protest or challenge any such adoption or amendment of such fee, charge, assessment or other exaction, including but not limited to the right of OWNER to challenge the adoption or amendment of any nexus study or other financing plan imposing or increasing such fee, charge, assessment or other exaction.

4.19 Conditions of Approval. OWNER shall be subject to those tentative map conditions of approval as set forth in Exhibit herein. The conditions of approval for the tentative map set forth in Exhibit shall be incorporated into this Agreement by this reference and vested hereby.

4.29  
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

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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 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 therefore.

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

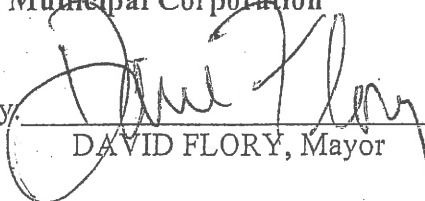
joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business 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

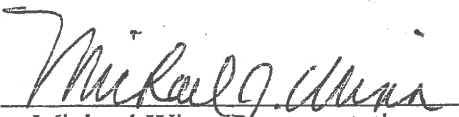
By:   
DAVID FLORY, Mayor

Attest:

  
SUE VANNUCCI, City Clerk

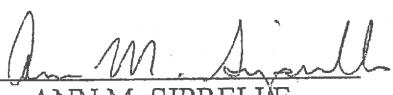
OWNER:

REYNE & BARDIS COMMUNITIES

By:   
Michael Winn, Representative

Approved as to Form:

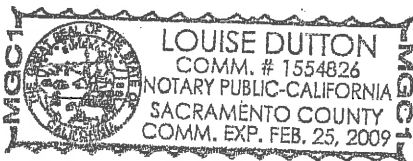
BEST, BEST & KRIEGER, LLP

By:   
ANN M. SIPRELLE

State of California )  
 ) ss.  
County of Yolo )  
Sacramento

On March 12, 2007 before me, Louise Dutton, Notary Public, personally appeared Michael J. Winn, 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.

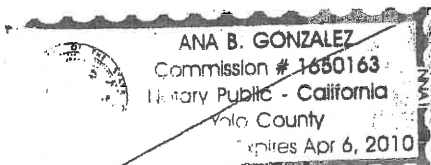


Louise Dutton  
NOTARY PUBLIC

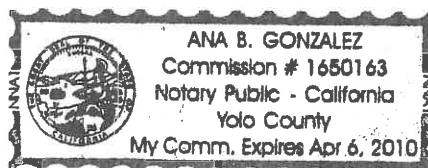
State of California )  
 ) ss.  
County of Yolo )

On March 15, 2007 before me, Ana B. Gonzalez, Notary Public, personally appeared David Flom, 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.



Ana B. Gonzalez  
NOTARY PUBLIC



**EXHIBITS ON FILE WITH THE COMMUNITY DEVELOPMENT DEPARTMENT**

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B**  
**MAP OF PROPERTY AND ITS LOCATION**

**EXHIBIT C**  
**EXISTING DEVELOPMENT APPROVALS**

Resolution No. ~~4807~~ Amending the Spring Lake Specific Plan Table 2.4  
Rezoning Ordinance No. ~~1477~~  
Vesting Tentative Subdivision Map No. 4805  
Conditions of Approval (Reynen & Bardis Project) Approved 3/6, 2007

**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**



**EXHIBIT A**  
LEGAL DESCRIPTION OF PROPERTY

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EXHIBIT "A"  
LEGAL DESCRIPTION

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

PARCEL ONE:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION DISTANT NORTH 88 DEGREES 46' WEST 204.00 FEET FROM AN IRON MONUMENT MARKING THE SOUTHEAST CORNER THEREOF, AS SHOWN ON THE MAP FILED IN BOOK 3 OF MAPS AND SURVEYS, AT PAGE 17, AND ALSO SHOWN ON THE MAP FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, ALONG SAID SOUTH LINE NORTH 88 DEGREES 46' WEST 1246.00 FEET; THENCE NORTH 0 DEGREES 27' 50" EAST 208.71 FEET; THENCE NORTH 88 DEGREES 46' WEST, 1093.55 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG SAID WEST LINE OF COUNTY ROAD NORTH 0 DEGREES 27' 50" EAST 398.80 FEET; THENCE SOUTH 88 DEGREES 46' EAST 2810.81 FEET TO THE POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID LAST-MENTIONED QUARTER SECTION LINE SOUTH 1 DEGREES 08' 34" WEST 440.45 FEET; THENCE NORTH 88 DEGREES 46' WEST 284.00 FEET; THENCE SOUTH 1 DEGREES 08' 34" WEST 165.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL TWO:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION SAID POINT BEING THE INTERSECTION OF THE SAID SOUTH LINE WITH THE EAST LINE OF THE COUNTY ROAD RUNNING NORTH AND SOUTH THROUGH SAID QUARTER SECTION; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID COUNTY ROAD, 208.71 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 1043.55 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID COUNTY ROAD, 208.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG SAID SOUTH LINE, 1043.55 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL THREE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, MARKED BY A 1-1/2"

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LEGAL DESCRIPTION continued

IRON PIPE, THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, NORTH 01 DEGREES 02'06" WEST, 1,424.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID LINE, NORTH 01 DEGREES 02'05" EAST, 428.63 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88 DEGREES 49'15" WEST, 164.89 FEET; THENCE NORTH 00 DEGREES 59'32" EAST, 25.82 FEET; THENCE NORTH 88 DEGREES 51'32" WEST, 2,213.70 FEET; THENCE NORTH 00 DEGREES 21'43" EAST, 230.72 FEET; THENCE NORTH 85 DEGREES 48'29" WEST, 248.05 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 101 AS SHOWN ON SAID MAP; THENCE ON SAID WEST LINE, SOUTH 00 DEGREES 21'30" WEST, 899.13 FEET; THENCE SOUTH 88 DEGREES 52'20" EAST, 2,620.74 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS RESULTANT PARLIN PROPERTY ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 9, 2005, INSTRUMENT NO. 2005-0056195, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 042-010-75, FORMERLY A PORTION OF 042-010-17

PARCEL FOUR:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 THAT BEARS NORTH 1 DEGREES 08'34" EAST, 1015.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, NORTH 88 DEGREES 46'00" WEST, 2615.66 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG THE WEST LINE OF SAID COUNTY ROAD, NORTH 0 DEGREES 27'50" EAST 400.00 FEET; THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46'00" EAST 2620.51 FEET TO THE EASTLINE OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID EAST LINE, SOUTH 1 DEGREES 08'34" WEST 408.90 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 042-010-76, FORMERLY A PORTION OF 042-010-17

PARCEL FIVE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2 E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101 AS SHOWN ON THE RECORD OF SURVEY OF THE BEN C. HOLLMAN EST. LANDS, FILED JULY 27, 1962 IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; SAID POINT BEING DISTANT SOUTH 88 DEGREES, 46' EAST 63.63 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE FROM SAID POINT OF BEGINNING, NORTH 0 DEGREES, 27' 50" EAST ALONG THE WEST LINE OF SAID COUNTY ROAD 101, A DISTANCE OF 208.71 FEET; THENCE SOUTH 88 DEGREES, 46' EAST, 50.00 FEET TO THE EAST LINE OF SAID COUNTY ROAD NO. 101; THENCE ALONG SAID EASTLINE, SOUTH 0 DEGREES, 27' 50" WEST, 208.71 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, NORTH 88 DEGREES, 46' WEST 50.00 FEET TO THE POINT OF

CLTA Preliminary Report

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LEGAL DESCRIPTION continued

BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

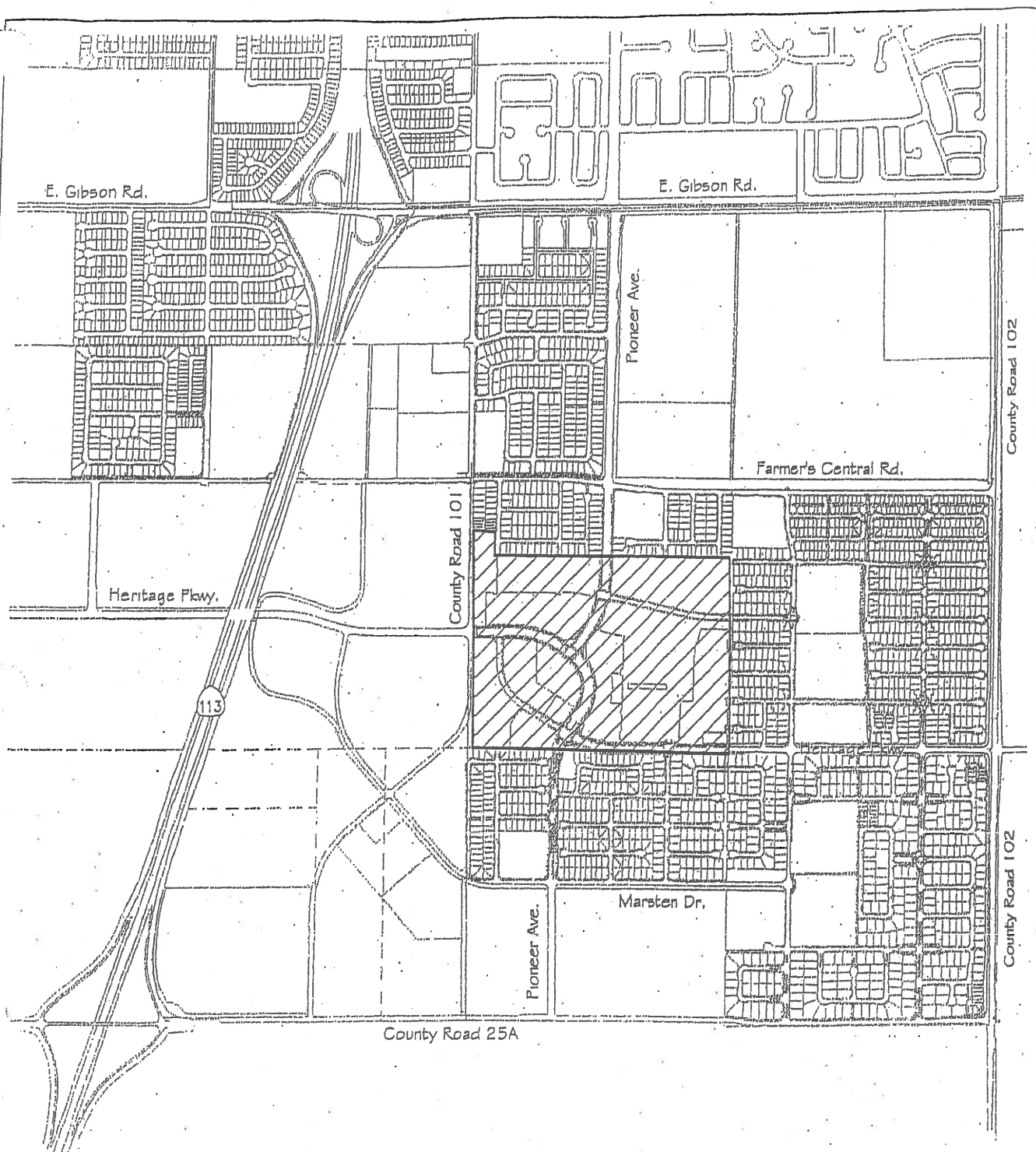
PARCEL SIX:

ALL RIGHT, TITLE AND INTEREST IN AND TO A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THAT BEARS NORTH 1 DEGREE 08' 34" EAST, 1015.18 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, SOUTH 1 DEGREE 08' 34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 409.73 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO VIVIAN C. HUTTMAN, BY DEED DATED SEPTEMBER 10, 1962, RECORDED JANUARY 2, 1963 IN BOOK 698 OF OFFICIAL RECORDS AT PAGE 518; THENCE ALONG THE NORTH LINE OF SAID HUTTMAN PROPERTY, NORTH 88 DEGREE 48' 00" WEST, 2610.81 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG THE WEST LINE OF COUNTY ROAD NO. 101, NORTH 0 DEGREES 27' 50" EAST, 429.77 FEET; THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 48' 00" EAST 2615.66 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 042-010-08

**EXHIBIT B**  
MAP OF PROPERTY AND ITS LOCATION



LEGEND



- Project Location



N

NOT TO SCALE



## **EXHIBIT C**

### **EXISTING DEVELOPMENT APPROVALS**

Resolution No. 4807 Amending the Spring Lake Specific Plan Table 2.4

Rezoning Ordinance No. 1477

Vesting Tentative Subdivision Map No. 4805

Conditions of Approval (Reynen & Bardis Project) Approved 3/6, 2007



**RESOLUTION NO. 4807**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE DESIGNATIONS  
AND THE SPRING LAKE SPECIFIC PLAN TABLE 2.4 FOR THE  
REYNEN & BARDIS SPRING LAKE CENTRAL PROJECT**

**WHEREAS**, the City of Woodland ("City") is proposing to take action to amend the Spring Lake Specific Plan Land Use Designations and the Spring Lake Specific Plan Table 2.4 for the Reynen & Bardis Spring Lake Central Project; and,

**WHEREAS**, the City is proposing to take action to adopt the Specific Plan Amendment, including the re-designation and rezoning of properties identified as the Spring Lake Central Project shown on Vesting Tentative Subdivision Map No. 4805.

**WHEREAS**, the City of Woodland Planning Commission held duly noticed public hearings on January 18, 2007 and February 1, 2007, to receive public testimony; and,

**WHEREAS**, the City of Woodland City Council held a duly notice public hearing on February 27, 2007 to receive public testimony, consider the Planning Commission's recommendations, and take action on the Spring Lake Central project; and,

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

**WHEREAS**, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Spring Lake Specific Plan Amendment and Rezone for the Spring Lake Central Project.

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

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare;
3. The City Council hereby Certifies that its members have reviewed and considered the information in the Addendum EIR and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines; and,
4. The City Council hereby amends the Spring Lake Specific Plan for the Spring Lake Central

Project.

This Resolution shall take effect and be in force thirty (30) days after its passage, and prior to expiration of fifteen (15) days after its passage thereof, shall be published by title and summary only in the Daily Democrat together with the names of members of the City Council voting for and against the same.

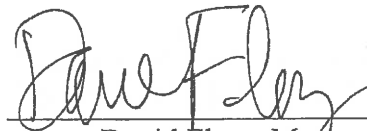
**PASSED AND ADOPTED** by the City Council this 27th day of February 2007, by the following vote:

AYES: Council Members Davies, Marble, Monroe, FLory

NOES: Council Member Pimentel

ABSENT: None

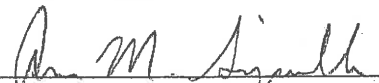
ABSTAIN: None

  
David Flory, Mayor

Attest:

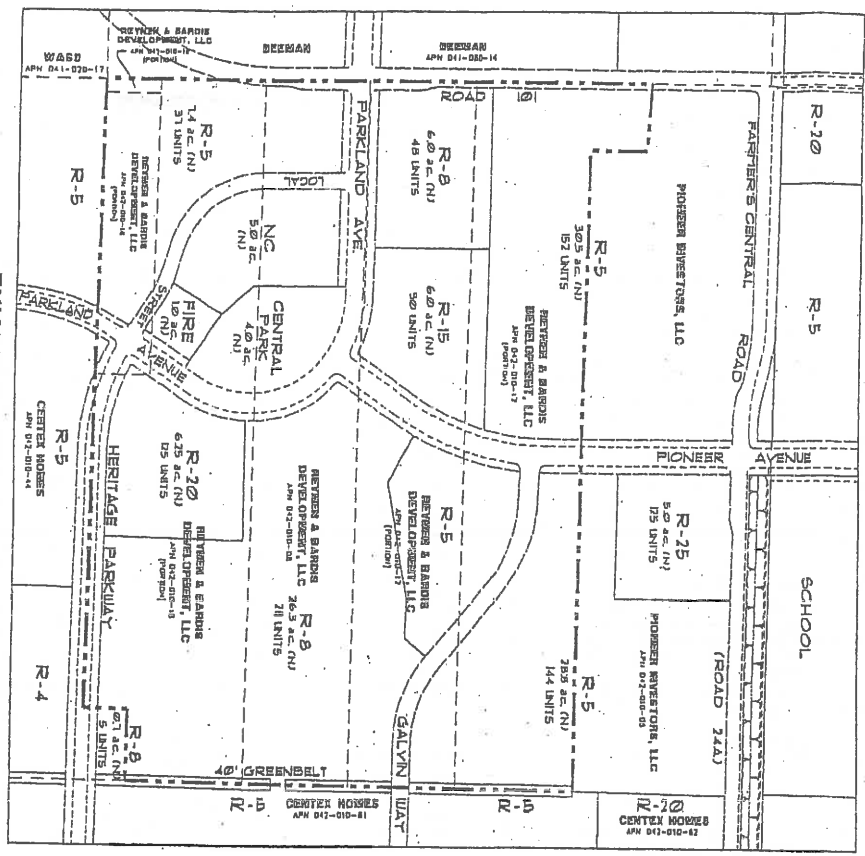
By:   
Sue Vanucci, City Clerk

Approved as to Form:

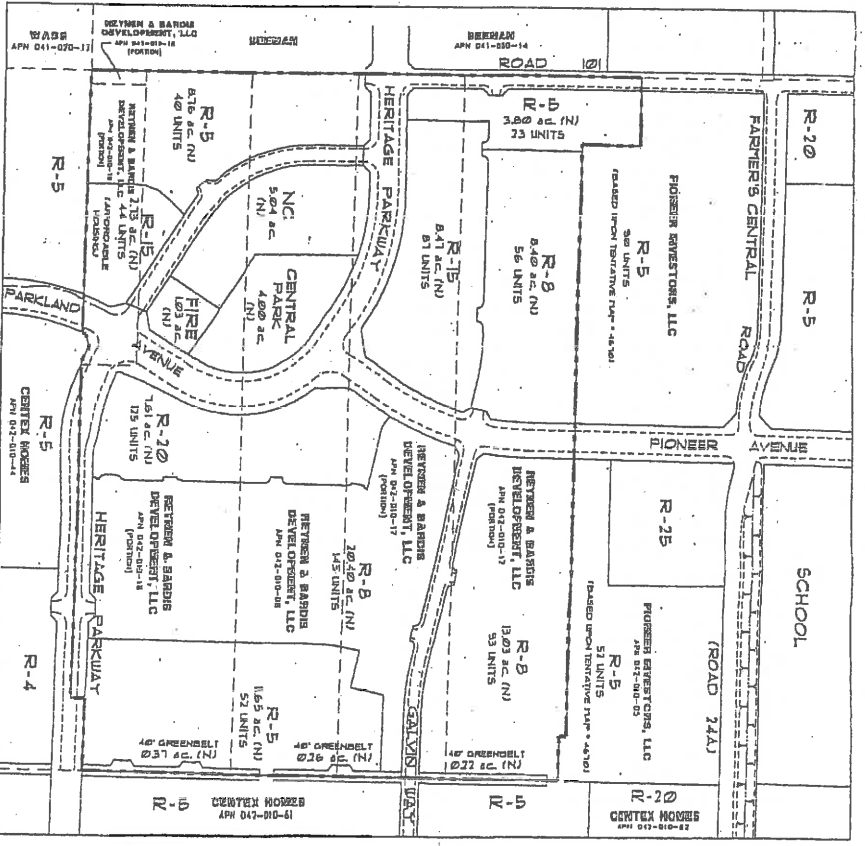
By:   
Ann Siprelle, City Attorney

**Exhibit "1"** – Spring Lake Specific Plan Amendment Comparison Exhibit

**Exhibit "2"** – Reynen & Bardis Spring Lake Specific Plan Table 2.4 Amendments



EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

LAND USE SUMMARY

| EXISTING LAND USE | AREA      | UNITS | PROPOSED LAND USE | AREA      | UNITS | DIFFERENCE |
|-------------------|-----------|-------|-------------------|-----------|-------|------------|
| R-20              | 6.25 ac.  | 125   | R-20              | 6.25 ac.  | 125   | 0          |
| R-15              | 6.00 ac.  | 90    | R-15              | 6.47 ac.  | 87    | (3)        |
| R-10              | 0.00 ac.  | 0     | R-10              | 2.13 ac.  | 44    | 44         |
| R-5               | 33.30 ac. | 750   | R-5               | 41.63 ac. | 792   | 34         |
| R-4               | 31.00 ac. | 155   | R-4               | 34.21 ac. | 15    | (140)      |
| R-3               | 4.00 ac.  | 80    | R-3               | 4.00 ac.  | 80    | 0          |
| R-2               | 0.00 ac.  | 0     | R-2               | 0.00 ac.  | 0     | 0          |
| R-1               | 5.00 ac.  | 100   | R-1               | 5.00 ac.  | 100   | 0          |
| R-0               | 1.00 ac.  | 20    | R-0               | 1.00 ac.  | 20    | 0          |
| TOTAL             | 65.55 ac. | 1270  | TOTAL             | 65.55 ac. | 1270  | 0          |

APPROXIMATE ONLY

DATE: 1/1/21

BY: [Signature]

PROJECT NO. 12345

**SPRING LAKE SPECIFIC PLAN**

**AMENDMENT COMPARISON EXHIBIT**

**SPRING LAKE CENTRAL**

CITY OF WOODLAND, CALIFORNIA

Scale: 1" = 400'

North Arrow

Legend

# Exhibit 2

| TABLE 2.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                              | SPRING LAKE SPECIFIC PLAN<br>Area Requirements for Lots (units = feet) |                                                           |                                                                                     |                                        |                      |                  |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------|----------------------|------------------|-------------------------------------|
| Specific Plan Land Use Category <sup>1</sup> (Density)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Front Setback <sup>10</sup> Minimum from House/Garage                                                                                                        | Front Setback Maximum from House                                       | Side Setback <sup>18</sup> Interior <sup>11</sup> /Street | Rear Yard <sup>11</sup>                                                             | Front Setback from Porch <sup>14</sup> | Minimum Lot Width    | Maximum Height   | Block Length <sup>20,22</sup>       |
| RESIDENTIAL -- DETACHED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                              |                                                                        |                                                           |                                                                                     |                                        |                      |                  |                                     |
| R-3 (1-3 du/ac)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 20/22                                                                                                                                                        | None                                                                   | 5-10 <sup>16</sup> /15 <sup>22</sup>                      | 25                                                                                  | 15                                     | 70                   | 35               | ±400 to 600 desirable; 980 maximum. |
| R-4 (>3-4 du/ac)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 17/22                                                                                                                                                        | 22                                                                     | 5/15                                                      | 20                                                                                  | 10                                     | 65                   | 35               | ±400 to 600 desirable; 910 maximum  |
| R-5 (>4-5 du/ac)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 15/22                                                                                                                                                        | 22                                                                     | 5/10 <sup>8</sup>                                         | 20 <sup>17</sup>                                                                    | 9                                      | 50 min <sup>19</sup> | 35               | ±400 to 600 desirable; 140 maximum  |
| R-8 (6-8 du/ac)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 12/20                                                                                                                                                        | 20                                                                     | 5/10 <sup>8</sup>                                         | 15 <sup>18</sup>                                                                    | 7                                      | 40 min <sup>20</sup> | 35               | ±400 desirable; 600 maximum         |
| R-15 (10-15 du/ac)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10/20                                                                                                                                                        | 15                                                                     | 5/10                                                      | 10                                                                                  | 10                                     | 35                   | 35 <sup>24</sup> | ±400 desirable; 500 maximum         |
| R-20 (18-20 du/ac)<br>R-25 (23-25 du/ac)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 6/6                                                                                                                                                          | 10                                                                     | 3.5 <sup>1</sup> /10                                      | 10                                                                                  | 6                                      | 28                   | 35 <sup>24</sup> | 400 maximum                         |
| RESIDENTIAL -- ATTACHED <sup>13</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                              |                                                                        |                                                           |                                                                                     |                                        |                      |                  |                                     |
| R-8 <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 15/20                                                                                                                                                        | 20                                                                     | 5 <sup>2</sup> /10                                        | 20                                                                                  | 7                                      | 35                   | 35               | ±400 desirable; 600 maximum         |
| R-15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 10/20                                                                                                                                                        | 15 <sup>2</sup>                                                        | 5 <sup>2</sup> /10                                        | 20                                                                                  | 10                                     | 35 <sup>21</sup>     | 35 <sup>24</sup> | ±400 desirable; 500 maximum         |
| R-20 and R-25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 10/20                                                                                                                                                        | 25 <sup>7</sup>                                                        | 5 <sup>2</sup> /10                                        | 20 <sup>10</sup> 25 <sup>25</sup>                                                   | 10                                     | 26 <sup>26</sup>     | 35 <sup>24</sup> | 400 maximum                         |
| RESIDENTIAL -- ADJACENT TO GREEN SPACES <sup>23</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                              |                                                                        |                                                           |                                                                                     |                                        |                      |                  |                                     |
| Greenbelt Trails                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | -                                                                                                                                                            | -                                                                      | 10                                                        | -                                                                                   | -                                      | -                    | -                | -                                   |
| Other Green Spaces                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -                                                                                                                                                            | -                                                                      | 15                                                        | -                                                                                   | -                                      | -                    | -                | -                                   |
| NON-RESIDENTIAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                              |                                                                        |                                                           |                                                                                     |                                        |                      |                  |                                     |
| NC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0 <sup>3</sup>                                                                                                                                               | 10                                                                     | 0 <sup>4</sup> /0 <sup>6</sup>                            | 0 <sup>4</sup>                                                                      | n/a                                    | 25                   | 40               | ±400 desirable; 500 maximum.        |
| P/QP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0 <sup>3</sup>                                                                                                                                               | 10                                                                     | 0 <sup>4</sup> /0 <sup>6</sup>                            | 0 <sup>4</sup>                                                                      | n/a                                    | 25                   | 40               | -                                   |
| RESIDENTIAL -- SECOND UNITS (DETACHED)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                              |                                                                        |                                                           |                                                                                     |                                        |                      |                  |                                     |
| Specific Plan Land Use Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Minimum Separation from Primary Residence                                                                                                                    |                                                                        | Side Setback Interior/Street                              | Rear Yard With Alley or No Alley                                                    |                                        | Maximum Height       | Block Length     |                                     |
| Single Family (Detached) Lots                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 10                                                                                                                                                           |                                                                        | 5/15                                                      | 5                                                                                   |                                        | 30                   | Not Applicable   |                                     |
| ATTACHED/SEMI-ATTACHED GARAGES <sup>27</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                              |                                                                        |                                                           |                                                                                     |                                        |                      |                  |                                     |
| Units with Attached or Semi-attached Alley Access Garage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Garage setback: minimum 3' provided 24' minimum back-out room, counting alley surface. Occupiable space above garage: same standards as principle structure. |                                                                        |                                                           | Connector structure: Minimum 12' deep<br>Maximum one-story high<br>Maximum 12' wide |                                        |                      |                  |                                     |
| Units with Semi-Attached Access Garage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Garage setback: 3' rear and side yards                                                                                                                       |                                                                        |                                                           | Connector structure: Minimum 12' deep<br>Maximum one-story high<br>Maximum 12' wide |                                        |                      |                  |                                     |
| <div>1. Allows alternating setbacks of 0 and 3.5 to create 3.5-foot separation between each unit.</div> <div>2. 2 Duplexes/half-plexes are the only allowed attached product in this designation.</div> <div>3. Five (5) feet side interior setback for single story units; 7.5 feet for two story</div> <div>4. Where adjacent to residential, a setback of 10 feet is required.</div> <div>5. Where the sidewalk does not have a landscaping strip, a setback of 8 feet is required.</div> <div>6. Same as interior side, with addition of site triangle (City Code 25.22.20).</div> <div>7. Parking and/or drive area not allowed in this area. Landscaping, open space, plaza, etc, only</div> <div>8. Interior side setback 0 feet for duplexes/half-plexes.</div> <div>9. See Development Regulations.</div> <div>10. Front and side-street setbacks are measured from back-of-walk.</div> <div>11. Detached garages are considered "accessory structures" and allowed within three (3) feet of the interior side and rear property lines.</div> <div>12. Does not apply to cul-de-sacs. Maximum length for cul-de-sacs in R-3, R-4, and R-5 is 650 feet. Maximum length for R-8 and above is 500 feet. Intensive land uses (e.g. schools, parks, multi-family) can not feed onto a cul-de-sac.</div> <div>13. Area requirements assume project facades and street orientation of units to replicate single-family housing. "Garden style" apartment shall utilize area requirements in the City Zoning Ordinance.</div> <div>14. Porches must be usable and must be in scale with the unit.</div> <div>15. A side yard adjacent to a green space would be treated as a corner "street" lot, not an "interior" lot.</div> <div>16. 15-foot total between each R-3 unit.</div> <div>17. 30 percent of the units may go down to 15 feet.</div> <div>18. 50 percent of the units may go down to 12 feet.</div> <div>19. Average of 55-foot width required.</div> <div>20. Average of 45-foot width required.</div> <div>21. 27-feet for townhouses.</div> <div>22. Per Specific Plan Amendment #3, Resolution No. 4583, Approved by City Council October 19, 2004.</div> <div>23. Greenbelt Trail is minimum 40', subdivision trail is minimum 25' (yards adjacent to green spaces treated as corner lots, except when located along a 40' greenbelt trail)</div> <div>24. Building heights can extend above 35' providing the interior ceiling height does not exceed 35' and the roof is designed in a manner acceptable to the Community Development Department.</div> <div>25. Rear garage and 2nd story setback may be reduced to 3' provided a minimum 24' of backup area exist for automobiles. For three story units, either the 2nd or 3rd floor shall maintain a 10' setback.</div> <div>26. Lot width may be reduced to 20' provided additional common area amenities and/or design features are incorporated into the project design, to the satisfaction of the Community Development Department.</div> |                                                                                                                                                              |                                                                        |                                                           |                                                                                     |                                        |                      |                  |                                     |

Revised: February 27, 2009

Revised: February 27, 2007





CONDITIONS TO THE REYNAN AND BARDIS DEVELOPMENT AGREEMENT  
PRESENTED VIA PUBLIC HEARING AT THE FEBRUARY 27, 2007 COUNCIL MEETING

1. proper fencing or barricade be added to the park to minimize the ability of children to run freely into the street.
2. the park development be undertaken by no later than the issuance of the permit for the 100<sup>th</sup> unit.
3. the signal at the southern area intersection be undertaken by the issuance of the 100<sup>th</sup> building permit. The City's traffic engineer will look at additional traffic calming features such as lighted crosswalks or pedestrian actuated crosswalks or other bulb out features that will enhance pedestrian safety.
4. amend the condition #44 in relation to parking at the park so that the parking be provided when the park goes in regardless of the timing of the commercial development.

Motion to include above conditions.

AN ORDINANCE AMENDING THE ZONING MAP  
OF THE CITY OF WOODLAND FOR A 113-ACRE PARCEL  
(REYNEN & BARDIS SPRING LAKE CENTRAL) LOCATED AT THE NORTHWEST  
INTERSECTION OF FARMERS CENTRAL ROAD AND PIONEER AVENUE

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 700 feet south of the intersection of Farmers Central Road and Pioneer Avenue, as shown on the attached exhibit to rezone. The Reynen & Bardis property is located within the Spring Lake Specific Plan (SLSP) area prezoned for development (Ordinance No. 1346). Specifically the property is rezoned to  $\pm 66.04$  acres of R-1 (6-15 du/ac),  $\pm 18.81$  acres of R-M (11-29 du/ac),  $\pm 5.04$  acres of C-1,  $\pm 1.03$  acres of P/QP and  $\pm 4.85$  acres of O-S. 2.73 acres of the R-M Zone will be reserved as Affordable Housing.

Section 2: Severability:

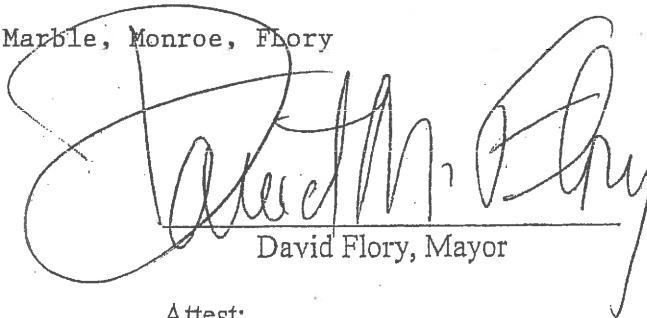
Each section and each provision or requirement of any section of this Ordinance shall be considered separable and the invalidity of any portion of this Ordinance shall not affect the validity or enforceability of any other portion.

Section 3: Taking Effect:

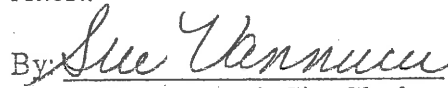
This Ordinance shall take effect thirty (30) days after its passage and shall be published as required by law.

PASSED AND ADOPTED THIS 6th DAY March, 2007, by the following vote:

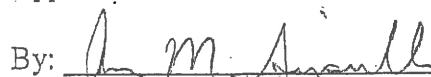
AYES: Council Members Davies, Marble, Monroe, Flory  
NOES: Council Member Pimentel  
ABSENT: None  
ABSTAINING: None

  
David Flory, Mayor

Attest:

By:   
Sue Vanucci, City Clerk

Approved as to Form:

By:   
Ann Siprelle, City Attorney



**FINDINGS AND CONDITIONS OF APPROVAL FOR THE REYNEN & BARDIS – SPRING LAKE CENTRAL PROJECT** (As approved by the Woodland City Council at the February 27, 2007, public hearing).

**A. 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. 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. The proposed Addendum attached herewith provides an analysis of the proposed changes contemplated with the proposed Reynen & Bardis project in comparison with the Certified EIR for the Spring Lake Specific Plan.
4. Section 15164 of the California Environmental Quality Act (CEQA) provides that the Lead Agency shall prepare an Addendum to a previously Certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
5. Section 15162 of the California Environmental Quality Act (CEQA) provides that when an EIR has been Certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following have occurred:
  - a) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
  - b) Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or,
  - c) New information of substantial importance, which was not known and could not have been known with the existence of reasonable diligence at the time the previous EIR was Certified as complete, shows the following:
    - i.) The project will have one or more significant effects not discussed in the previous EIR;
    - ii) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

**Findings And Conditions Of Approval For The Reynen & Bardis – Spring Lake Central Project**

- iii) Mitigation Measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effect of the project, but the project proponents decline to adopt the Mitigation Measure or alternative; or
- iv) Mitigation Measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the Mitigation Measures or alternative.

As documented in the Addendum EIR, a substantial increase in the severity of previously identified impacts will not occur as a result of the proposed Specific Plan Amendments.

- 6. The SLSP requires that each development application include certain project-level and project-specific technical analysis 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.
- 7. The City of Woodland hereby finds that Addendum EIR and studies prepared for the project provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan EIR and fulfills all conditions and CEQA Mitigation Measures.
- 8. Therefore, pursuant to Section 15164 of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

**B. General Plan Consistency Findings:**

- 1. The project is consistent with the General Plan.

**C. 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 figures and tables in the SLSP.
- 5. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

**D. Zoning Consistency Findings:**

1. Single Family Residential (R-1) Zoning and Duplex Residential (R-2) Zone are identified on page 2-22 of the Specific Plan as consistent zones for the R-5 and R-8 Specific Plan land use designations.
2. Multiple Family Residential (R-M) Zoning and Duplex Residential (R-2) Zone are identified on page 2-22 of the Specific Plan as consistent zones for the R-15 and R-20 Specific Plan land use designations.
3. Open Space (OS) Zoning is identified on page 2-22 of the Specific Plan as a consistent zone for the OS; Greenbelt Park Specific Plan land use designation.
4. Neighborhood Commercial (C-1) Zoning is identified on page 2-22 of the Specific Plan as a consistent zone for the NC Specific Plan land use designation.
5. Commercial or Industrial Zones with a Conditional Use Permit are identified on page 2-22 of the Specific Plan as a consistent land use for the fire station.
6. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

**E. 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.

**F. Findings Related to Community Design Standards:**

1. The project designs substantially satisfy the requirements of the Community Design Standards.

**G. 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).

**A. Miscellaneous Conditions**

1. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the February 27, 2007 City Council Staff Report, as approved by City Council, for the Reynen & Bardis Communities project, 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. 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 the Spring Lake Specific Plan.
4. The applicant agrees to fund on a fair-share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43), pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
5. The applicant must comply with the requirements of the SLSP Nexus Study.
6. 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.

**B. Planning Department**

1. Privacy walls along the following road frontages shall be constructed: 1) The north side of Heritage Parkway commencing at the eastern corner of map 4805 extending along Heritage Parkway and terminating at "J" Place; and 2) Along both sides of Pioneer Avenue north of the R-15 and R-20 Zoning Boundaries. The design of the walls shall be submitted to the Community Development Director and Public Works Director for approval. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).
2. Prior to final map approval, the applicant shall submit a site plan, architectural plans and elevations for Lot 'O' to be reviewed and approved by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and SLSP Design Standards.
3. A Lot Line Adjustment application shall be submitted for review and approval for Lot N. Lot N shall be transferred to the adjoining property owner prior to Filing of the Final Map. Verification of the property transfer shall be transmitted to the Community Development Director prior to acceptance of the Final Map.
4. For all residential uses, final site plans, architectural plans and elevations shall be submitted for review and approval by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and the SLSP Design Standards.
5. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry features at the following locations:
  - ✓ 1) Parkland Avenue & Heritage Parkway (Land Mark Entryway feature)
  - ✓ 2) Heritage Parkway & M Drive
  - 3) County Road 101 and Heritage Parkway
  - 4) Additional location(s), as directed by the Community Development Director, if necessary.

A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to acceptance of the Final Map, the applicant shall be required to submit a design theme for all entry features. The design theme shall be consistent with the SLSP Design Standards and to the satisfaction of the Community Development Director.
6. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.
7. 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.

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8. With the exception of Lot "O", the size (number of bedrooms) of affordable housing units shall be distributed throughout the subdivision at proportions similar to the market rate units. In other words, if market rate homes in a particular subdivision are developed as 3 and 4 bedroom units, the affordable units shall be developed as 3 and 4 bedroom units as well.
9. 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.
10. The design of the R&B Spring Lake Central project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to approval of the Final Map, in accordance with the noise study prepared for the project dated April 18, 2005, the following shall occur:
  - a. Two and three story home building plans for lots adjacent to Parkland Avenue and Pioneer Avenue should be reviewed by a qualified acoustical professional to ensure that noise levels in habitable rooms on the upper floors will comply with the interior noise level standard of 45 dB Ldn.
  - b. When lot design and final grading plans become available, they should be reviewed by a qualified acoustical professional to ensure that the site design and grading do not affect the conclusions of the acoustical study.
  - c. Air conditioning or other suitable mechanical ventilation should be provided to allow residents to close windows for the desired acoustical isolation.
11. A Home Owner's Association (HOA), or other similar funding mechanism, shall be established for maintenance of all of the common areas for the R-15 and R-20 sites. The establishment of the HOA, funding, and maintenance responsibility shall be to the satisfaction of the Community Development Director. Provisions in the CC&Rs shall be adopted that include at a minimum:
  - Prohibit recreational vehicle and boat parking in the guest parking spaces;
  - Establish requirements that garages shall be utilized for automobile(s) parking at all times;
  - Require guest parking spaces to be used as such by prohibiting long-term parking of vehicles for no more than 72 hours;

These provisions shall be enforced through mechanisms established in the CC&Rs. Pedestrian public access easements shall be reserved on private open space areas to the satisfaction of the Community Development Director. Any reciprocal yard easements desired by the developer for the R-15 lots shall be administered through the HOA's CC&Rs.
12. Provisions in the CC&Rs for the R-5 and R-8 Developments 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.
13. Provisions in the CC&Rs for all residential developments shall be adopted that prohibit garages from being converted to residential use except for a model home sales office.

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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.

14. 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 the Spring Lake Specific Plan.
15. Fencing along open space areas or areas adjoining the trail or greenbelt shall meet the Spring Lake Specific Plan Design Standards, Section 2.9.
16. With the exception of the affordable housing and multifamily housing, approval of a Final Map requires that all lots shall have a building unit allocation (BUA) assigned. No Final Map shall be accepted by the City unless BUAs are assigned. Unless otherwise amended or repealed, the subject properties have been assigned 139 BUAs in the 2<sup>nd</sup> release commencing June 30, 2007, and 287 BUAs in the 3<sup>rd</sup> release commencing June 30, 2011.
17. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day offering period, the subdivider shall be required to demonstrate if the required reporting, that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraisal 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 price.
18. In accordance with the Phase I Environmental Site Assessment, any septic system encountered shall be removed in accordance with Yolo County Environmental Health Department Regulations.
19. Bicycle parking for attached units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicular spaces, or to the satisfaction of the Community Development Department. Bicycle parking shall be highly visible, in a secure location, and, to the greatest extent feasible, located in a covered area. Bicycle parking shall also be located close to, and within direct access to, residential buildings.
20. Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures or colors shall be provided to emphasize the conflict point and improve its visibility and safety.
21. 42" high masonry/block walls shall be constructed at the property line where residences front along arterials (Parkland Avenue, Pioneer Avenue and Heritage Parkway) in the R-15 and R-20 developments. The walls shall be solid with breaks for wrought iron, tubular steel or similar gates at entryways to residences. The walls shall wrap around at end units or at pedestrian right-of-ways to enclose a courtyard private space for the residences. The wall design, material and color shall be reviewed during Design Review for the residences. If interior property line walls are to be constructed at any time, these walls shall also measure

42” in height and can be constructed of the same solid masonry wall, wrought iron, tubular steel or similar material.

22. In the R-5 Zone, fifty percent (50%) of the corner lots shall be duplexes or half-plexes. There are 18 corner lots in the R-5 Zone. Therefore, at least 9 of these corner lots will require duplexes or half-plexes. Only 7 corner lots are shown with duplexes or half-plexes. Two additional corner lots will require duplexes or half-plexes. The corner duplex/half-plex units may be shifted to mid-block locations, but there may be no more than one duplex or set of half-plexes on one side of any given block.
23. Per Section 4.12 of the Spring Lake Specific Plan, the main intersection of Pioneer Avenue and Parkland Avenue (formerly Parkway Drive) shall have a special intersection feature in conjunction with the traffic signal, such as a statue, fountain, public art sculpture, or four-corner iron archway to reinforce it as a central point in the circulation network and to draw attention to the Spring Lake Center at that location.
24. Parking for the R-15 and R-20 Multiple Family sites shall be at the ratio as stated in the Zoning Ordinance under Article 23, Off-Street Parking & Loading for apartments and multiple family dwellings, which is a minimum of 1.5 parking spaces for each unit plus one guest space for each 5 units. These spaces shall be on-site, distributed throughout the property, and accessible to all units.

#### R-20 Development

The 17 straight-in parking spaces shown on the north property line abutting the R-8 rear yards (along “Private Lane E”) shall be removed and replaced with parallel parking spaces with landscaping and screening trees behind to act as a buffer to the R-8 homes. The three parking spaces in the southeast corner of the property (south of Lot 158) shall be removed and landscaped. Also, the three parking spaces on the east side of “Private Lane J” (north of Lot 153) shall be removed and landscaped.

#### R-15 Development

The five parking spaces on the west side of “Private Lane D” shall be removed to provide additional open space area. Some of the parking spaces in the east side of the development along the west side of “Private Lane B” may be removed to the satisfaction of the Community Development Department.

### **C. SLSP Mitigation Measures:**

1. 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.



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2. 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. If 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).
3. 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. Applicant shall also follow the recommendations contained in the Reynen & Bardis Arborist Report dated March 16, 2006 and recommended by the City of Woodland Tree Commission, including the requirement that the developer comply with Section 20A-1-100 of the Spring Lake Specific Plan.
4. 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]).
5. 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.
6. 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). These measures shall be submitted to the Planning Department and will be monitored by the Public Works Department.
7. Applicant shall comply with all dust suppression requirements during all grading and constructions activities (SLSP page 7-4 [Reg 7.4]).
8. 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.

### **D. Public Works Department:**

#### GENERAL FINAL MAP AND IMPROVEMENT PLANS

1. The portions of Heritage Parkway and Pioneer Avenue bounding the neighborhood node to the north and east have been renamed Parkland Drive. 'H' Drive has been renamed as the extension of Heritage Parkway. The tentative map should be revised to reflect the new names and all future submittals of maps and/or plans should include old/original designations in parentheses to help eliminate confusion.

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2. All maps and plans shall comply with City ordinances and Standard Specifications including coordinated positions and digital submission requirements.
3. The 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 building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
4. Owner 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 Owner shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.
5. Joint trench plans shall be submitted, reviewed and approved prior to approval of improvement plans. City may, at discretion of City Engineer, require joint trench plans to be incorporated into full improvement plan set prior to approval.
6. The City has a franchise agreement with Charter Communications for the provision of cable television to customers. Installation of ATT/SBC facilities (including 52B cabinets) for "Project Litespeed" or a similar program to provide video service requires specific review and approval by the City Attorney's office. Requirements for approval shall be consistent with existing legislation in effect at the time of submittal for facilities.
7. Each parcel in R-5 and R-8 zoning, per City of Woodland Standard Specifications, shall provide 25' of on-street parking per parcel unless otherwise approved by the City Engineer through the design exception process. If Owner is unable to meet this requirement on a parcel-by-parcel basis, a parking analysis demonstrating the requirement is met neighborhood-wide shall be submitted for review and approval of the City Engineer prior to submittal of the first final map.
8. Street names are subject to the approval of Fire, Community Development and Public Works departments. Owner shall submit proposed street names to the Fire Department for City review and approval process. If names are not assigned at the tentative map stage, the final maps and improvement plans shall include names shown on this map in parentheses for clarification purposes.
9. All driveways shall meet design requirements including distance from intersections as outlined in the Engineering Design Standards, City of Woodland Standard Specifications and Details.
10. Final maps with frontage along Heritage Parkway, Pioneer Avenue and Parkland Avenue shall indicate a relinquishment of access rights along those street frontages with the exceptions of Lots "A" and "B" which shall allow for non-vehicular access.

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11. Final maps with frontage on public open-space, including greenbelts and parks, shall identify a relinquishment of access rights onto the public open-space.
12. Because map phasing is not clearly identified on the tentative map, Owner shall provide proposed final map boundaries and street layout to the City for review and approval of access and circulation prior to submitting a final map.
13. Prior to approval of a final map Owner shall secure rights-of-way, rights of entry and any permits necessary to construct improvements associated with and required by the conditions of approval and/or the SLSP documents for that final map.
14. Lot "P" shall be shown on tentative and final maps as reserved for a Fire Station. When required by the City, Owner shall enter into a purchase agreement with the City for acquisition of Lot "P".
15. The proposed well location in the neighborhood node shall be reserved and when required by the City Owner shall enter into an agreement with the City to dedicate the site. Owner shall ensure that the site is provided with three-phase power prior to dedication.
16. Except where not possible or practical, right-of-way dedications shall be accomplished by final map.
17. Sufficient right-of-way or easements to accommodate entryway features and/or monuments shall be shown on the final map.
18. The location, placement and screening of large utility facilities to serve the subdivision shall be reviewed and approved by Community Development, Public Works and Parks departments. Placement shall not be in a park or public open space. The Owner shall dedicate an easement(s) of sufficient size and with adequate access to accommodate placement of utility facilities to serve the subdivision.
19. A lot line adjustment and certificate of compliance reflected in a grant deed shall be completed to transfer Lot "N" to the adjacent property owner.
20. 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.
21. Owner shall design and construct the greenbelt along the eastern edge of the property. Landscape improvement plans shall be reviewed, approved and improvements shall be bonded prior to approval of the first final map in Unit 2 and timing of construction shall be

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outlined in the subdivision improvement agreement. Owner shall be reimbursed or receive fee credits for eligible land and construction costs per the terms outlined in the SLSP documents. If requested by Owner, the City shall endeavor to collect funding from developers of the TOC 160W property consistent with conditions of the TOC 160W tentative map.

22. The Owner shall be responsible to ensure at least one water sampling station is constructed within the boundary of the tentative map per City of Woodland Standard Specifications. The location and design of the sampling station shall be reviewed and approved by the Public Works Department.
23. Where improvements are to be constructed by Owner which benefit parties other than the Owner, an appropriate reimbursement agreement shall be drafted at the request of the developer and shall be completed prior to final map approval unless developer waives timing requirement. The need for and terms of the reimbursement agreement shall be approved by the City Engineer.
24. Where Owner completes improvements identified in the SLSP documents as eligible for fee credits or reimbursement, Owner shall receive fee credits or be reimbursed per the terms outlined in the SLSP documents.
25. If improvements are constructed and/or installed by a party or parties other than the Owner which benefit Owner's property, prior to approval of a final map on Owner's property which benefits from said improvements, Owner shall pay a proportionate share of the costs of said improvements as determined by the City Engineer.
26. Prior to approval of a final map by City Council, the Owner shall pay all fees due at final map approval.
27. Prior to issuance of each building permit, the Owner shall pay all applicable development impact fees, Spring Lake Infrastructure fees and any other applicable fees identified in the SLSP documents and/or the project development agreement and conditions of approval as due at building permit.

**Unit 1 (R-15 and R-20 Sites)**

28. The Owner shall enter into a Subdivision Improvement Agreement and provide securities as required by City Municipal Code and the Subdivision Map Act for the construction of infrastructure improvements required by the project as determined by the City Engineer.
29. The Owner shall prepare improvement plans for all infrastructure improvements required by the project and submit them to the Public Works Department for review and approval. All subdivision improvements excepting street geometrics shall conform to current City of Woodland Standard Specifications. All improvements within the public right-of-way shall conform to the current City of Woodland Standard Specifications excepting designs approved by the Specific Plan.

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30. Owner shall pay all required fees for processing final maps and plan check and inspection fees for infrastructure improvements. 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 Owner shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.
31. The R-15 and R-20 sites require additional detail to more fully evaluate the site layout. Prior to improvement plan and final map submittal, Owner shall submit site plans which address to the satisfaction of the Public Works, Community Development and Fire departments traffic and pedestrian circulation, site access, details for interface at end of private streets, parking, waste collection, location of public and private utility facilities (water meters and sanitary sewer clean-outs, street lights, utility pedestals, etc.) in relation to driveways and other facilities. Site plan approval may require changes to the design layout shown on the tentative map and may affect the lot count for each site.
32. The Owner shall submit drawings which demonstrate the proposed parking and private street layouts meet minimum design standards for parking, turning and backing prior to approval of a final map. Site plan approval may require modifications to the design layout prior to final map approval and may affect lot count for each site.
33. If tandem garages are proposed on the R-15 and R-20 sites, they shall count as one (1) space for the parking calculation.
34. The layouts for the site R-15 and R-20 sites shall provide one (1) public/shared space per two (2) units and provide an even distribution of parking spaces throughout the site to the satisfaction of the Public Works and Community Development Department. Adequate parking to meet this requirement shall be demonstrated prior to submission of a final map for the site.
35. Street structural sections and wet utilities within the R-15 and R-20 sites shall be designed and constructed to meet City of Woodland Standard Specifications; however they shall be privately maintained.
36. Owner shall form a homeowner's association or other mechanism for funding and maintaining the private streets and utilities within the R-15 and R-20 sites prior to approval of the final maps.
37. If mapped as individual parcels, each lot in the R-15 and R-20 sites shall be separately metered for water with the meter placed in a location accessible to Public Works crews. Meter locations shall be approved by Public Works Department prior to improvement plan approval.
38. Onsite parking management shall be addressed in the CC&R's for the R-15 and R-20 sites; proposed language shall be reviewed and approved by the Community Development and Public Works departments.

39. Details for the private street dead-ends shall be provided with first improvement plan submittal for R-15 and R-20 sites to show how traffic is restricted from ingress from and/or egress to adjacent streets. Design shall be reviewed and approved by Public Works and Community Development departments.
40. The entrances to the R-15 and R-20 sites shall be designed as commercial driveways and shall include signing to clearly distinguish private from public streets.
41. Walkways and any appurtenant facilities (e.g. pathway lighting) from individual units in the R-15 and R-20 sites connecting to the public sidewalk are private improvements and as shown are within the public right-of-way. If constructed as shown, they shall require encroachment permits for construction and maintenance. Prior to submittal of a final map for each site, a solution addressing this issue shall be proposed by the Owner and approved by the Public Works, Community Development and Parks departments. With the approval of the Public Works and Community Development and Parks departments, the property line may be moved to the back of walk and the area between the walk and the existing right-of-way line shall be added to the Home Owners Association maintained area. This may require adding a building setback line to the final map that matches the building setback from the back of walk shown on the tentative map.
42. The final maps for the R-15 and R-20 units shall dedicate a public pedestrian easement through the sites to the adjacent streets. Locations shall be reviewed and approved by the Community Development and Public Works departments prior to final map approval.

**Lot 'R' (Commercial Site)**

43. Primary access to the site shall match the centerline alignment of "G" Drive unless design is otherwise approved by the City Engineer.
44. As identified in the Spring Lake Specific Plan, parking for the Central Park is to be provided in a shared arrangement with the commercial site. The Owner shall enter into an agreement with the City to provide shared parking on Lot 'R' for the park site (Lot 'Q'). The agreement shall be approved by the Parks, Public Works and Community Development departments and the City Attorney and recorded and identified on the final map. The Owner shall be responsible for all costs associated with the agreement. Parking constructed to the satisfaction of the Public Works, Community Development and Parks departments shall be in place when the park is open to the public regardless of the timing of the commercial development.

**Street Improvements**

45. All proposed roads within the subdivision shall comply with the most recent version of the City of Woodland Standard Specifications & Details and any addenda except as specified in the adopted Spring Lake Specific Plan and conditions set forth specifically for this tentative map.

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46. Roadway geometrics and improvements including street cross sections, median design and placement, intersection geometrics, roundabout and bulb-out 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 design approval.
47. Prior to submittal of the first improvement plans for the tentative map area, the Owner shall submit a comprehensive traffic-calming plan for the tentative map area to the City Engineer for review and approval. Raised, decorative stamped concrete crosswalks, bulb-outs, lighted pedestrian crossings, raised median islands and other improvements may be required as part of the traffic-calming measures. Particular attention shall be paid to the intersections of Parkland Avenue & Pioneer Avenue and Parkland Avenue & Heritage Parkway to ensure safe pedestrian crossing to and from the park site. Unless otherwise determined by the City, the improvements for these two intersections shall be in place prior to occupancy of the 100<sup>th</sup> dwelling unit of this tentative map.
48. A comprehensive signing and striping plan is required and shall be approved by the City Engineer prior to approval of the first set of improvement plans. All signing and striping shall be in accordance with the City of Woodland Standard Specifications & Details (2002).
49. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA minimum width requirements.
50. 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.
51. Improvement plan design shall incorporate and the Owner shall construct improvements required by the SLSP Transit Plan and subsequent revisions.
52. The surface course (final lift) of asphalt concrete shall not be placed on any road until all utility construction beneath the roadbed has been completed, tested, treated and repairs made as applicable unless authorized in writing by the City Engineer.
53. Disclosures to buyers of lots fronting on County Road 101, Galvin Way, Heritage Parkway east of Parkland Drive (old 'H' Drive), and 'M' Drive shall include notice of possible future traffic control and calming features. Noticing language shall be reviewed and approved by Community Development and Public Works departments. Notices shall include possible loss of on street parking (suggested language: "For some residential lots, parking in front of your house may be partially or fully restricted. Generally, on street parking is restricted near street intersections to allow for turning movements at the intersections"), loss of left turn access (suggested language: "For some residential lots, left turn access into and out of your driveway may not be allowed. Generally, this access restriction is due to the presence of a median island on your street. The median island can be a physical restriction such as a median curb and planter box or roadway striping").

54. Disclosures for lots on CR 101, Galvin Way, Heritage Parkway east of Parkland Drive (old 'H' Drive), and 'M' Drive shall inform buyers that in the future those streets may carry a significant amount of traffic due to circulation patterns. The buyers shall also be informed that when the Master Plan Remainder Area develops there may be a significant increase to traffic on those streets.

**Pioneer Avenue**

55. Unless constructed by others, Owner shall design and construct the completion of full-width improvements to Pioneer Avenue from its southern terminus north to the intersection of Farmers Central Road concurrent with the first final map of this tentative map. This construction shall be at Owner's expense with reimbursement from the financing district as outlined in the SLSP documents. The City shall endeavor to collect funding through a reimbursement agreement with any other developers which also have tentative map requirements to complete this work.
56. Unless constructed by others, Owner shall design and construct the signal at the intersection of Pioneer Avenue and Parkland Avenue. This construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. Unless otherwise determined by the City, the signal shall be operational prior to occupancy of the 100<sup>th</sup> dwelling unit of this tentative map.
57. No parking shall be allowed on Pioneer Avenue.
58. Final maps with frontage on Pioneer Avenue shall indicate a relinquishment of access rights on Pioneer Avenue with the exception of the R-15 site which shall allow non-vehicular access.
59. If not constructed by others, upon approval of the first final map that triggers the 1000th DUE in the SLSP planning area (for properties east of Highway 113), the Owner shall widen Pioneer Avenue to full-width (curb to curb) from East Gibson Road to Collector 4 intersection. This construction shall be at Owner's expense subject to reimbursement from the financing district. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.
60. If not constructed by others, at the time of the first final map which triggers the 725<sup>th</sup> DUE, Owner shall design and construct the signal at the Pioneer Avenue and Collector 4/High School access intersection. This construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.
61. If not constructed by others, Owner shall design and construct the signal at the intersection of Pioneer and Farmer's Central. If constructed by Owner, construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP



documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.

**Parkland Drive (old Pioneer and Heritage Parkway)**

62. If not constructed by others, the Owner shall design and construct full-width improvements of Parkland Drive (old Pioneer) from Heritage Parkway to Pioneer Avenue concurrent with development of first final map of the tentative map. The construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.
63. Unless constructed by others, the Owner shall design and construct the signal at the intersection of Heritage Parkway and Parkland Avenue. The design and construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. Unless otherwise determined by City, the signal shall be operational prior to occupancy of the 100<sup>th</sup> unit of this tentative map.
64. The Owner shall design and construct full-width improvements of Parkland Drive (old Heritage Parkway) from Pioneer Avenue to County Road 101 with development of the R-15 site or the first final map in Unit 3, whichever is first. The construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. The Owner may transition improvements from full-width to partial improvements on the south side of Parkland Drive along the commercial property; however transition costs are temporary improvements and are not reimbursable. If Owner chooses to transition to partial improvements for the commercial property, full improvements shall be constructed with development of the commercial site or with the first final map in Unit 3.
65. Unless constructed by others, Owner shall design and construct surface and underground improvements of Parkland Drive (old Pioneer Avenue) from Marsten to CR 25A. These improvements shall consist of two 12-foot lanes and a center median with paved five-foot shoulders. This requirement shall be triggered by the application for the first final map which includes third release units on this tentative map or, if second and third releases are combined, the first final map which includes the 200<sup>th</sup> single family unit of this tentative map. This improvement shall be constructed at Owner's expense with reimbursement from the financing district as outlined in the SLSP documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.
66. No parking shall be allowed on Parkland Drive.
67. Final maps with frontage on Parkland Drive shall indicate a relinquishment of access rights onto Parkland Drive with the exception of the R-15 and R-20 sites, which shall allow non-vehicular access.

**Temporary Residential Access for R-20 Site**

68. The temporary residential access between Galvin Way and 'R' Drive shall be allowed only if development of the R-20 site in Unit 1 proceeds prior to development in Unit 2 which could provide permanent access.
69. The temporary residential access between Galvin Way and "Q" Drive shall be dedicated to the City as a public right-of-way and vacated by final map when development north of 'R' Drive and 'Q' Place occurs.
70. Galvin Way shall have full-width improvements between Pioneer Avenue and the temporary access road.
71. The street section for 'I' Drive and 'J' Place for access to the R-20 site shall be revised to show full improvements on the west side including pedestrian walkway and landscaping.
72. The temporary residential access to Heritage Parkway at the end of "J" Place shall be for emergency vehicle access only. Design shall incorporate measures to keep traffic other than emergency vehicles from using it. The design shall be reviewed and approved by the Fire Department and City Engineer during improvement plan process.
73. The temporary residential access to Heritage Parkway at the end of "J" Place shall be removed and rebuilt to match Heritage Parkway improvements with the construction of Galvin Way (County Road 24C) east of the temporary residential access.

**County Road 101**

74. Structural design of County Road 101 shall be consistent with the results of a pavement analysis approved by the City Engineer.
75. Prior to submittal of full improvement plans, the Owner shall submit preliminary designs for the proposed road alignment of County Road 101 showing existing alignment, proposed alignment, existing and proposed rights-of-way, existing trees and proposed ditches.
76. The design shall incorporate recommendations of a report by a certified arborist and comply with all City ordinances and SLSP requirements governing tree removal.
77. Unless already constructed by others, the first final map in Unit 3 north of Heritage Parkway shall trigger design and construction or reconstruction of County Road 101 from Heritage Parkway north to the boundary of the tentative map. The design shall include full-width improvements on the east with curb, gutter, sidewalk and landscaping and partial improvements on the west side with curb and gutter if existing conditions and right-of-way permits. If constructed by others, the Owner shall be responsible for reimbursing one hundred percent (100%) of the design and construction costs for Owner's frontage.
78. Unless already constructed by others, the first final map in Unit 3 south of Heritage Parkway shall trigger design and construction or reconstruction of County Road 101 from

Heritage Parkway south to the boundary of the tentative map. The design shall include full-width improvements on the east side with curb, gutter, sidewalk and landscaping and partial improvements on the west side with curb and gutter if right-of-way and existing conditions permit. If constructed by others, the Owner shall be responsible for reimbursing one hundred percent (100%) of the design and construction costs for Owner's frontage.

79. Prior to submittal of the first final map in Unit 3 south of Heritage Parkway, Owner shall submit an exhibit for the ultimate design of CR 101 when the Master Plan Remainder Area develops and CR 101 extends to the west. Design shall be submitted and approved by the City Engineer and Community Development Department prior to submittal of the first final map in Unit 3 south of Heritage Parkway. Notification to affected buyers of potential changes to their frontage and access shall be reviewed and approved by Community Development and Public Works Departments prior to final map approval.

**County Road (CR) 25A**

80. Unless constructed by others, the application for the first final map which includes third release units on this tentative map or, if second and third releases are combined, the first final map which includes the 200<sup>th</sup> single family unit of this tentative map shall trigger design and construction of underground and surface improvements to CR 25A from Parkland Avenue to Highway 113. These improvements shall include two 12-foot travel lanes with paved 5-foot shoulders. The design of CR 25A shall accommodate drainage conveyances required by properties to the west of the project including the master plan remainder area. These improvements shall be designed and constructed at Owner's expense subject to reimbursement from the financing district per the SLSP documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.

**Galvin Drive west of Pioneer Avenue**

81. The first final map north of Parkland Avenue (old Heritage Parkway) shall trigger full-width improvements of Galvin Drive west of Pioneer Avenue to County Road 101.

**Galvin Drive east of Pioneer Avenue**

82. The first final map east of Pioneer with single-family units fronting on Galvin Drive shall trigger full-width improvements to Galvin Drive from Pioneer Avenue to the eastern boundary of the tentative map.

**"M" Drive**

83. The first final map in Unit 2 with lots south of Galvin Way (County Road 24C) shall trigger the full-width improvement of "M" Drive between Heritage Parkway and "Q" Drive.

**Heritage Parkway ("H" Drive) west of Parkland Drive**

84. The first final map in Unit 3 with lots south of Heritage Parkway or development of the commercial site, whichever is first, shall trigger the full-width improvements to "H" Drive.
85. Surface and underground improvements to Heritage Parkway including the fire department

frontage shall be paid for by the Owner. Upon inclusion in the financing district, surface improvements in excess of 68' shall be at Owner's expense subject to reimbursement from the financing district in accordance with Spring Lake Specific Plan documents.

86. The structural section for Heritage Parkway (old "H") shall be designed using a TI of 10.

**Other Local Streets**

87. Other local streets shall be constructed concurrently with the final map which they serve as determined by the City Engineer.

**Farmer's Central Road**

88. A traffic signal at the 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 it is not constructed by others, the signal shall be designed and constructed at the Owner's expense subject to reimbursement from the financing district per the SLSP documents.
89. If an interim access from the fire station to County Road 101 is determined necessary by the Fire Chief, Owner shall improve Farmers Central Road between County Road 101 and Pioneer Avenue to include two paved 12-foot travel lanes.

**Gibson Road Improvements**

90. Owner shall fund their prorated share of costs for the installation of frontage and landscape improvements from Pioneer Ave. to SR 113. Costs shall be shared among second release BUA participants, and may require some reimbursement from future property owners. Prorated shortfall amounts shall be determined by the Finance Director. If not included in Package B, Owner shall contract for design of improvements prior to approval of first final map.

**Storm Drainage and Site Grading**

91. The grading and drainage plans submitted with the tentative map are preliminary only and approval of the tentative map does 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.
92. The existing downstream storm drainage facilities serving the SLSP area are currently sized to handle only first and second-release Spring Lake Building Unit Allocations without additional modifications. Final maps with third-release units shall not be approved until downstream storm drainage facilities to accommodate them are in place.
93. 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.
94. 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 Owner 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.

95. The Owner shall pay the cost associated with all improvements required by his project and an appropriate reimbursement agreement shall be drafted to reimburse the Owner 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.
96. 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.
97. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the Owner'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.
98. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
99. Current agricultural interceptor and flowage easements shall remain in place until another solution is proposed to and approved by the City Engineer. No final maps shall be approved until interim and overall solutions for the drainage for the site and the plan area are approved by the City Engineer.
100. All projects shall comply with the City's Storm Water ordinance which includes

**Findings And Conditions Of Approval For The Reynen & Bardis – Spring Lake Central Project**

implementation of post-construction best management practices (BMPs). These BMPs shall include general site design control measures and site-specific source control measures in accordance with the City's *Technical Guidance Manual for Stormwater Quality Control Measures*. Post-construction BMPs shall be identified on improvement plans and approved by the City Engineer.

101. 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.
102. 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 than 1 acre shall include BMPs to be approved by the City Engineer.
103. 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.
104. 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.
105. Construction material for storm drainpipes shall be pre-cast rubber-gasket reinforced concrete pipe in accordance with City Standard Specifications.

**Wastewater and Sewer Collection System**

106. 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 map and improvement plan submittal based on the requirements set forth in these Conditions of Approval.
107. 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 Owner shall pay the cost associated with all improvements required by the plan.
108. 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.
109. An appropriate reimbursement agreement shall be drafted to reimburse the Owner for oversize improvements on a pro-rata basis per the project level Development Agreement.
110. Construction of deep sewer mains shall be connected to laterals by a parallel main and



connections at manholes.

111. Reference the City of Woodland Standard Specifications and Details for additional requirements.

**Water Infrastructure Conditions**

112. 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.
113. 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 Owner shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse the Owner for oversize improvements on a pro rata basis per the Project level Development Agreement.
114. Prior to submission of improvement plans and final map, Owner shall fund a water distribution study to determine the water system facilities necessary to serve the tentative map. Owner shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct required offsite water improvements to connect to the City water distribution system.
115. Owner shall fund a supplementary water distribution study to determine if the well site shown on the tentative map neighborhood center is still required at this location. If the water distribution study indicates the well is required to be located within the tentative map boundary, the Owner shall dedicate the site for the well when requested by the City.
116. Owner 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.
117. Wherever practicable, the water system in Unit 2 shall be looped to the system in Village 4 to the east.
118. The Owner shall identify proposed locations of water sampling stations within the map boundary to comply with City of Woodland Standard Specifications and Details.
119. All materials and installation of the subdivision water system shall be constructed per City of Woodland Standard Specifications and Details at the Owner's expense.
120. Per the City of Woodland Cross Connection Control Program and Standard Specifications and Details, all commercial buildings and landscape irrigation services are required to

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install and maintain an approved backflow prevention assembly, at the Owner's expense. Service size and flow-rate for backflow prevention assemblies must be submitted with improvement plans. Location of backflow prevention assemblies shall be approved by the City of Woodland Public Works Department prior to installation. 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.

121. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the Owner'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.
122. 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.
123. 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.
124. 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.

**General Public Works Conditions**

125. The conditions as set forth in this document are not all inclusive. Owner 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.
126. 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. Refer to the City of Woodland Standard Specifications and Details and the City's municipal code for additional requirements.
127. The final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.
128. Owner shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this project.



Findings And Conditions Of Approval For The Reynen & Bardis – Spring Lake Central Project

129. Developer shall document and show evidence that all tentative map conditions are met with submittal of each final map.
130. The Owner shall comply with the City's construction recycling program. The Owner shall submit required documents, fees and deposits associated with the recycling program prior to issuance of building permits.
131. U.S. Post Office mailbox locations shall be subject to the approval of the City Engineer and Postmaster.
132. 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.
133. 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.
134. 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.
135. Prior to issuance of any building permit, applicable roads serving the site as determined by the City Engineer and Fire Marshall must be constructed and paved. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.
136. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been functionally accepted by the City Engineer, and the City has received and approved record drawings, and the unit has been issued a Certificate of Occupancy or passed final inspection by the Building Official. Owners, contractors, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.
137. No Certificates of Occupancy for residential or commercial units shall be issued until the public improvements to serve the site have been accepted by the City Council unless otherwise waived by the Public Works Director. In no instance shall building permits be issued for more than 75% of units within a subdivision until public improvements have been accepted.
138. If relocation of existing facilities is deemed necessary, the Owner shall perform the relocation, at the Owner's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.
139. A Subdivision Improvement Agreement shall be entered into and recorded prior to construction of improvements, approval of a final map or issuance of residential building

**Findings And Conditions Of Approval For The Reynen & Bardis – Spring Lake Central Project**

permits.

140. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
141. The 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.
142. 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.
143. Per the project level Development Agreement, prior to approval of 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 that specific subdivision within the tentative map.
144. Owner shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.
145. 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.
146. Applications of multi-family, commercial and industrial projects shall submit refuse enclosure details showing bin locations and recycling facilities to the Public Works Department for review and approval per the SLSP and SLSP Design Guidelines.
147. Prepare, and submit for approval, utility site plans prior to preparation of full improvement plans.
148. 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.
149. Encroachment permits are required for and shall be obtained from Yolo County prior to any work within or encroachment onto County right-of-way.
150. 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.
151. All public landscape areas shall include a separate point of connection for metered water service and metered PG&E power service points for automatic controllers.

**D. Building Division:**

**Findings And Conditions Of Approval For The Reynen & Bardis – Spring Lake Central Project**

1. The project must meet all criteria and mandates for adopted City Codes as follows:
  - a. 2001 California Building Code
  - b. 2001 California Plumbing Code
  - c. 2001 California Mechanical Code
  - d. 2004 California Electrical Code
  - e. City of Woodland Municipal Code
2. A building permit application and designed plans shall be submitted for plan review and a plan check fee paid prior to permit approval.
3. Other City and County Agencies (Health, Fire, Public Works, Planning) may be required to approve the project prior to Building Permit issuance.
4. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
5. Applications for which no permit is issued within 180 days following the date of application will expire, and plans and other data may be returned to the applicant or destroyed by the Building Official.
6. The recommendations contained in the Geotechnical Engineering report (Geocon Consultants, dated March 2005) or supplemental/updated report as approved by the Building Department, shall be implemented.

**F. Fire Department:**

1. Applicant shall enter into purchase agreement with the City for acquisition of Lot 'P' for a fire station within 45 days after approval of the tentative map.
2. Street widths shall be consistent with standards adopted in the Spring Lake Specific Plan.
3. Dead end roads for fire apparatus access are limited to no more than 150-feet. More than 150-feet requires provisions for fire apparatus turn around.
4. Cul-de-sac and turn around requires a turning radius required for a SU-30 design vehicle, any building 3 or more stories requires a turning radius required for a B-40 design vehicle.
5. Provide fire hydrants, which are spaced and constructed in accordance with the approved standards contained in the 2002 City of Woodland Standards, Specifications & Details Manual. Fire hydrants shall have a maximum spacing of 300-feet in all areas.
6. Fire Hydrants are required on both sides of the street under the following conditions:
  - a. Streets having median center dividers that make access to hydrants difficult, cause time delay, and/or create undue hazard.
  - b. When traffic loads would make it difficult to detour traffic.
  - c. Widths of street in excess of 88 feet from curb to curb.

**G. Parks Department**

1. 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. Park design shall incorporate a short non-solid fence along the Parkland Avenue frontages of the central park with gates for entry closest to the pedestrian crossings at the adjacent intersections. Unless otherwise determined by the City, park construction shall be completed prior to occupancy of the 100<sup>th</sup> dwelling unit of this tentative map. Park construction shall be at Owner's expense subject to reimbursement from the financing district and other funding mechanisms as funds are available as determined by the City.
2. "Presto" geoblock used for temporary access shall be noted for removal on plans and replaced with landscaping or other hardscape as approved by the Community Development, Parks and Public Works departments post-development.
3. In keeping with private street and lane notations, "Residential Green", "Pedestrian Access", and "Landscape" areas should be identified as private where applicable. Pedestrian public access shall be reserved on all private open space areas to the satisfaction of the Community Development Department.
4. Note for landscaping design – Parkway tree selection must comply with requirements of the Spring Lake Master Tree and Plan list and conform to minimum planter width requirements found in the City of Woodland Approved Master Street Tree List.
5. Landscaping design, materials, installation, and maintenance in roadway medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy Requirement), 2.22 (Drought-Tolerant Plantings), 4.17 (Timing of Landscaping), 4.17.1 (Landscaping at Intersections), 4.18 and 4.19, and 7.13.
6. Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units.
7. 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.
8. In accordance with Section 20-A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees along County Road 101: For each six inches or fraction thereof of the diameter of a tree, which was approved for removal, two trees of an approved species, each of a minimum fifteen-gallon container size shall be planted within the project site. The approved species and locations of replanting shall be shown on the Landscape and Development plans prepared for the project and shall be subject to the approval of the Parks, Recreation and Community Services Director, Public

Findings And Conditions Of Approval For The Reynen & Bardis – Spring Lake Central Project

Works Director and Community Development Director or his/her designees. Landscape and Development Plans shall be submitted concurrently with subdivision improvement plans prior to Final Map acceptance.

9. Prior to removal of any trees on the subject property, the applicant shall post informational signage in a conspicuous location describing both the status of the trees to be removed, timing of construction and proposed streetscape. The information shall be accompanied with illustrations of the proposed streetscape and planting plan. Said signage and planting plan shall be approved by the Community Development Director, Public Works Director, and Parks Director prior to removal of the trees.
10. Tree removal must not occur until development of County Road 101 is firmly scheduled for construction and construction permits have been obtained by the developer. Tree replacement must coordinate with County Road 101 improvements as soon as practicable.

.....  
ACKNOWLEDGMENT OF CONDITIONS OF APPROVAL

I hereby concur with the Conditions of Approval as approved by the City Council on February 27, 2007.

Signature of Authorized  
Representative/Owner:

Michael J. Winn

Date:

3/06/07

Print Name:

Michael Winn

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF

Sacramento

On

3/4/07

before me,

Lori A. Rispoli

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

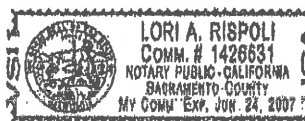
personally appeared,

Michael J. Winn

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.

Lori A. Rispoli (SEAL)  
NOTARY PUBLIC SIGNATURE



## OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT

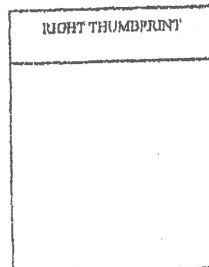
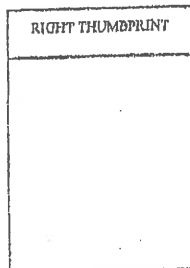
DATE OF DOCUMENT

NUMBER OF PAGES

SIGNERS(S) OTHER THAN NAMED ABOVE

SIGNER'S NAME

SIGNER'S NAME



## **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 "E"

Agricultural Easement

Page 1 of 8



Yolo Recorder's Office  
Freddie Oakley, County Recorder  
DOC- 2006-0046211-00

Recd - 110-Woodland City  
Monday, NOV 27, 2006 11:30:00  
Tel Pd : \$0.00 Nbr-0000677526  
VRB/RS/1-8

Recording Requested by  
and when recorded, mail to:

City of Woodland, Community Development Department  
Lance E. Lowe, AICP, Associate Planner  
300 First Street  
Address  
Woodland, CA 95695  
City, State, Zip

Document Title: CERTIFICATE OF MITIGATION CREDITS  
FOR  
RIGNEN & BARDIS (SPRING LAKE), LP A CALIFORNIA LIMITED PARTNERSHIP  
FOR: R & B LAND INVESTMENTS, LLC A CALIFORNIA LIMITED LIABILITY  
COMPANY ITS GENERAL PARTNER (TSM #4805)

Pursuant to the Mitigation Credit Agreement for Merritt Ranch recorded on February 2, 2006, as DOC- 2006-0004651-00 in the official records of Yolo County between the City of Woodland and Daniel K. Dowling ("Mitigation Credit Agreement") this Certificate of Mitigation Credit confirms the transfer by Daniel K. Dowling ("Dowling") to the City of Woodland for one hundred thirteen (113) acres of mitigation credits for Swainson Hawk and Agricultural Easements pursuant to the terms of the Mitigation Credit Agreement.

The City of Woodland acknowledges and agrees that Dowling has transferred all mitigation credits under the Mitigation Credit Agreement with the exception of one hundred fifty-six and sixty-four one hundredths (156.64) acres of Agricultural Easement credits and thirty-eight (38) acres of Swainson Hawk Easement credits and the possibility of additional acres of Agricultural Easement credits and Swainson Hawk Easement credits as provided for in the last subparagraph of Section 2D of the Mitigation Credit Agreement ("Remaining Credits"). The Remaining Credits may be transferred by Dowling in the future in one or more series of future transactions.

CONFORMED COPY  
NOT COMPARED  
WITH ORIGINAL

Barry Munowitch, Director, City of Woodland Community Development Department

Date

Daniel K. Dowling

Date

State of California  
County of Yolo

on 10/5/06 before me,

Paul D. Yturriago

a Notary Public in and for said State, personally appeared

Daniel K. Dowling

, personally known

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

WITNESS my hand and official seal.

Signature Paul D. Yturriago

Name: Paul D. Yturriago

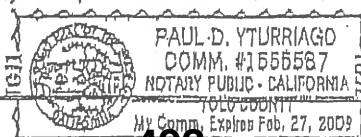
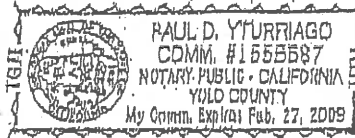


EXHIBIT "E"

Agricultural Easement  
Page 3 of 8

(typed or printed)

(Seal)



State of California

County of Yolo

On October 12, 2006 before me,

Susan L. Vannucci

a Notary Public in and for said State, personally appeared

Benny M. Mowbray

\_\_\_\_\_ , personally known

to

me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature Susan L. Vannucci

Name: Susan L. Vannucci

(typed or printed)

(Seal)

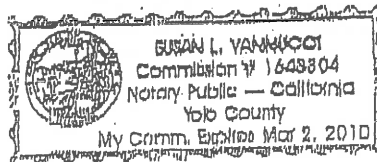


EXHIBIT "E"

*Agricultural Easement*  
*Page 5 of 8*

EXHIBIT B

Calculation of Mitigation Acreage and Mitigation Credits

(PLEASE SEE EXCEL SPREADSHEET- EX. B)

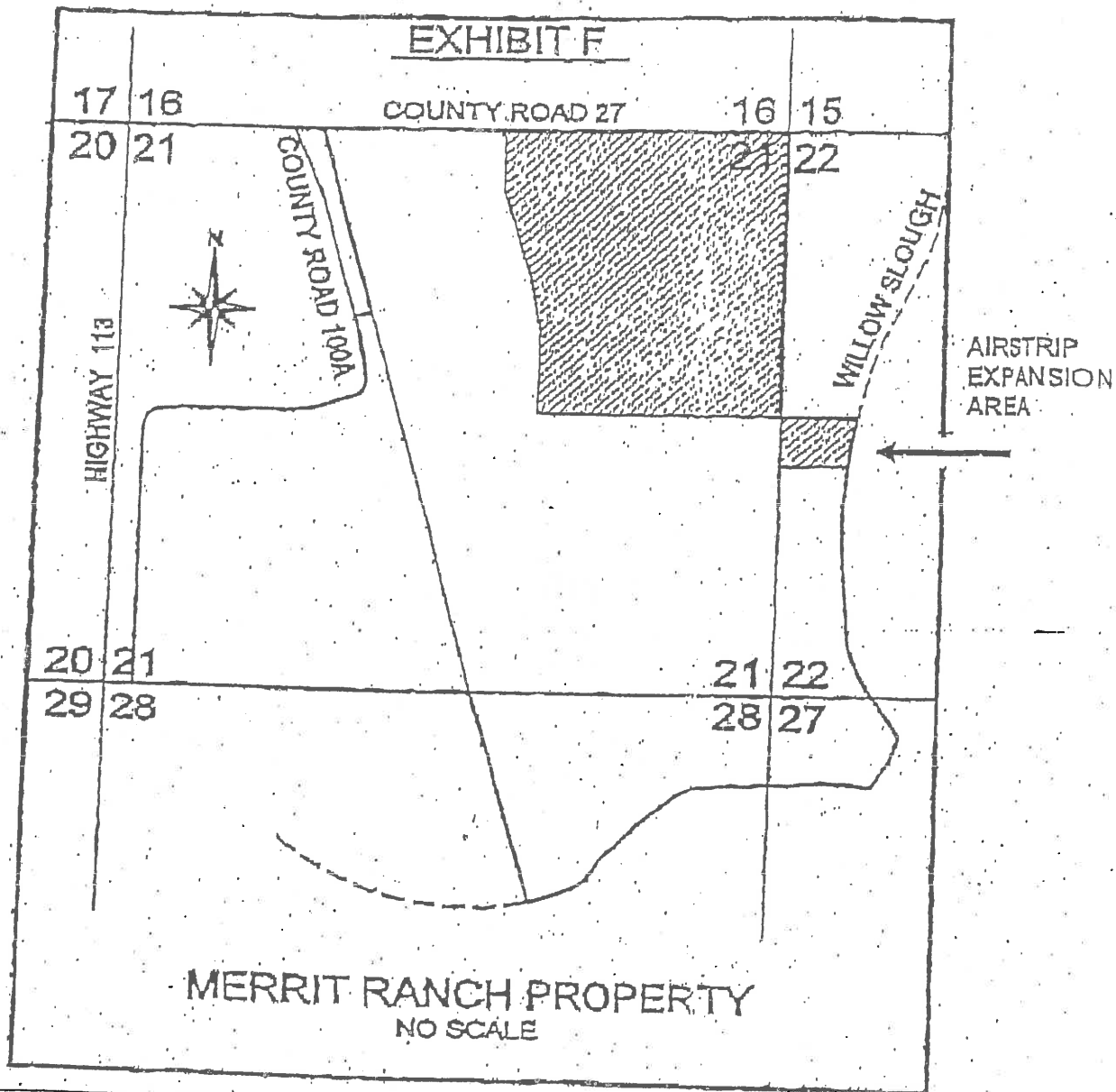
EXHIBIT "B"

Agricultural Easement  
Page 7 of 8

Subdivision Map Number and Project References

| Number   | MAP TITLE/PROJECT REFERENCE                               |
|----------|-----------------------------------------------------------|
| FM: 4648 | KB/CENTEX/HERTEL 160 ACRES                                |
| FM: 4650 | TOC RUSSELL RANCH NORTHEAST HERITAGE UNIT NO.1            |
| TM: 4784 | HERITAGE REMAINDER AREA VESTING TENTATIVE SUBDIVISION MAP |
| FM: 4670 | Ybarra-Heidrick Phase I                                   |
| TM: 4670 | Ybarra-Heidrick Phase II                                  |
| FM: 4793 | Centex-Beeghly                                            |
| TM: 4793 | DR Horton-Beeghly                                         |
| TM: 4675 | Herfel-Prouder-Sievers                                    |
| TM: 4805 | Reynen & Bannis                                           |
| TM: 4674 | Merrill-Murphy                                            |
| N/A      | City of Woodland- Park site                               |
| TM: 4856 | K. Hovnanian Homes                                        |

**EXHIBIT F**  
MAP OF LOCATION OF AGRICULTURAL  
CONSERVATION EASEMENT(S)



See Section 14(h).

Ex. A

**EXHIBIT G**  
MEMORANDUM OF AGREEMENT

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

MEMORANDUM OF AGREEMENT

**Reynen & Bardis Communities Development Agreement Ordinance No. 1478**

This Memorandum of Agreement is made and entered into by and between, Reynen & Bardis Communities ("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. 1478 Between City of Woodland and Reynen & Bardis Communities" dated 3/6/07, 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 Exhibit A

Executed on this 7th day of March, 2007, at Woodland, Yolo County, California.

**REYNEN & BARDIS DEVELOPMENT, LLC**

By: Mike Winn  
Mike Winn  
Its: Representative

**CITY OF WOODLAND**

By: David Flory  
DAVID FLORY,  
Mayor



ATTEST:

Sue Vannucci

SUE VANNUCCI, City Clerk  
City of Woodland

APPROVED AS TO FORM:

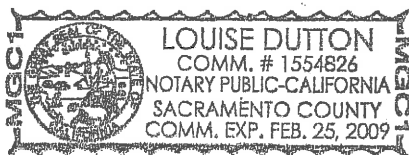
Ann M. Siprelle

ANN M. SIPRELLE, City Attorney

State of California )  
County of ~~Yolo~~ ) ss.  
Sacramento

On March 12, 2007 before me, Louise Dutton, Notary Public, personally appeared Michael J. Winn, 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.

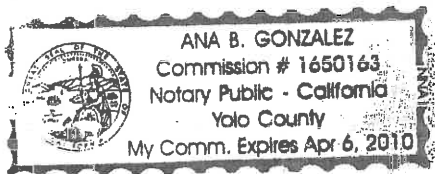


Louise Dutton  
NOTARY PUBLIC

State of California )  
County of Yolo ) ss.

On March 15, 2007 before me, Ana B. Gonzalez, Notary Public, personally appeared David Flory, 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.



Ana B. Gonzalez  
NOTARY PUBLIC

EXHIBIT "A"

Legal Description  
Page 1 of 3

Order No. 306-5078-  
UPDATE  
Version 6

EXHIBIT "A"  
LEGAL DESCRIPTION

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

PARCEL ONE:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION DISTANT NORTH 88 DEGREES 48' WEST 284.00 FEET FROM AN IRON MONUMENT MARKING THE SOUTHEAST CORNER THEREOF, AS SHOWN ON THE MAP FILED IN BOOK 3 OF MAPS AND SURVEYS, AT PAGE 17, AND ALSO SHOWN ON THE MAP FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTH LINE NORTH 88 DEGREES 46' WEST 1246.08 FEET; THENCE NORTH 0 DEGREES 27' 50" EAST 208.71 FEET; THENCE NORTH 88 DEGREES 46' WEST, 1083.55 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG SAID WEST LINE OF COUNTY ROAD NORTH 0 DEGREES 27' 50" EAST 398.80 FEET; THENCE SOUTH 88 DEGREES 46' EAST 2610.81 FEET TO THE POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID LAST MENTIONED QUARTER SECTION LINE SOUTH 1 DEGREES 08' 34" WEST 440.45 FEET; THENCE NORTH 88 DEGREES 46' WEST 264.00 FEET; THENCE SOUTH 1 DEGREES 08' 34" WEST 165.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL TWO:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION SAID POINT BEING THE INTERSECTION OF THE SAID SOUTH LINE WITH THE EAST LINE OF THE COUNTY ROAD RUNNING NORTH AND SOUTH THROUGH SAID QUARTER SECTION; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID COUNTY ROAD, 208.71 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 1043.55 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID COUNTY ROAD, 208.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG SAID SOUTH LINE, 1043.55 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL THREE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, MARKED BY A 1-1/2"

CLTA Preliminary Report

EXHIBIT "A"

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Version 6

EXHIBIT "A"  
LEGAL DESCRIPTION continued

IRON PIPE, THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, NORTH 01 DEGREES 02'06" WEST, 1,424.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID LINE, NORTH 01 DEGREES 02'05" EAST, 428.63 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88 DEGREES 49'15" WEST, 164.89 FEET; THENCE NORTH 00 DEGREES 59'32" EAST, 25.82 FEET; THENCE NORTH 88 DEGREES 51'32" WEST, 2,213.70 FEET; THENCE NORTH 00 DEGREES 21'43" EAST, 230.72 FEET; THENCE NORTH 85 DEGREES 48'29" WEST, 248.05 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 101 AS SHOWN ON SAID MAP; THENCE ON SAID WEST LINE, SOUTH 00 DEGREES 21'30" WEST, 689.13 FEET; THENCE SOUTH 88 DEGREES 52'20" EAST, 2,620.74 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS RESULTANT PARLIN PROPERTY ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 9, 2005, INSTRUMENT NO. 2005-0056195, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 042-010-75, FORMERLY A PORTION OF 042-010-17

PARCEL FOUR:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 THAT BEARS NORTH 1 DEGREES 08'34" EAST, 1015.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, NORTH 88 DEGREES 46'00" WEST, 2615.66 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG THE WEST LINE OF SAID COUNTY ROAD, NORTH 0 DEGREES 27'50" EAST 409.00 FEET; THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46'00" EAST 2620.51 FEET TO THE EASTLINE OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID EAST LINE, SOUTH 1 DEGREES 08'34" WEST 408.96 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 042-010-76, FORMERLY A PORTION OF 042-010-17

PARCEL FIVE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2 E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101 AS SHOWN ON THE RECORD OF SURVEY OF THE BEN C. HOLLMAN EST. LANDS, FILED JULY 27, 1962 IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; SAID POINT BEING DISTANT SOUTH 88 DEGREES, 46' EAST 63.63 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE FROM SAID POINT OF BEGINNING, NORTH 0 DEGREES, 27' 50" EAST ALONG THE WEST LINE OF SAID COUNTY ROAD 101, A DISTANCE OF 208.71 FEET; THENCE SOUTH 88 DEGREES, 46' EAST, 50.00 FEET TO THE EAST LINE OF SAID COUNTY ROAD NO. 101; THENCE ALONG SAID EASTLINE, SOUTH 0 DEGREES, 27' 50" WEST, 208.71 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, NORTH 88 DEGREES, 46' WEST 50.00 FEET TO THE POINT OF

CLTA Preliminary Report

EXHIBIT "A"

Legal Description  
Page 3 of 3

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UPDATE  
Version 6

EXHIBIT "A"  
LEGAL DESCRIPTION continued

BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL SIX:

ALL RIGHT, TITLE AND INTEREST IN AND TO A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THAT BEARS NORTH 1 DEGREE 08' 34" EAST, 1015.18 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, SOUTH 1 DEGREE 08' 34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 409.73 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO VIVIAN C. HUTTMAN, BY DEED DATED SEPTEMBER 10, 1962, RECORDED JANUARY 2, 1963 IN BOOK 698 OF OFFICIAL RECORDS AT PAGE 510; THENCE ALONG THE NORTH LINE OF SAID HUTTMAN PROPERTY, NORTH 88 DEGREE 46' 00" WEST, 2610.81 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG THE WEST LINE OF COUNTY ROAD NO. 101, NORTH 0 DEGREES 27' 50" EAST, 429.77 FEET; THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46' 00" EAST 2615.66 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 042-010-08

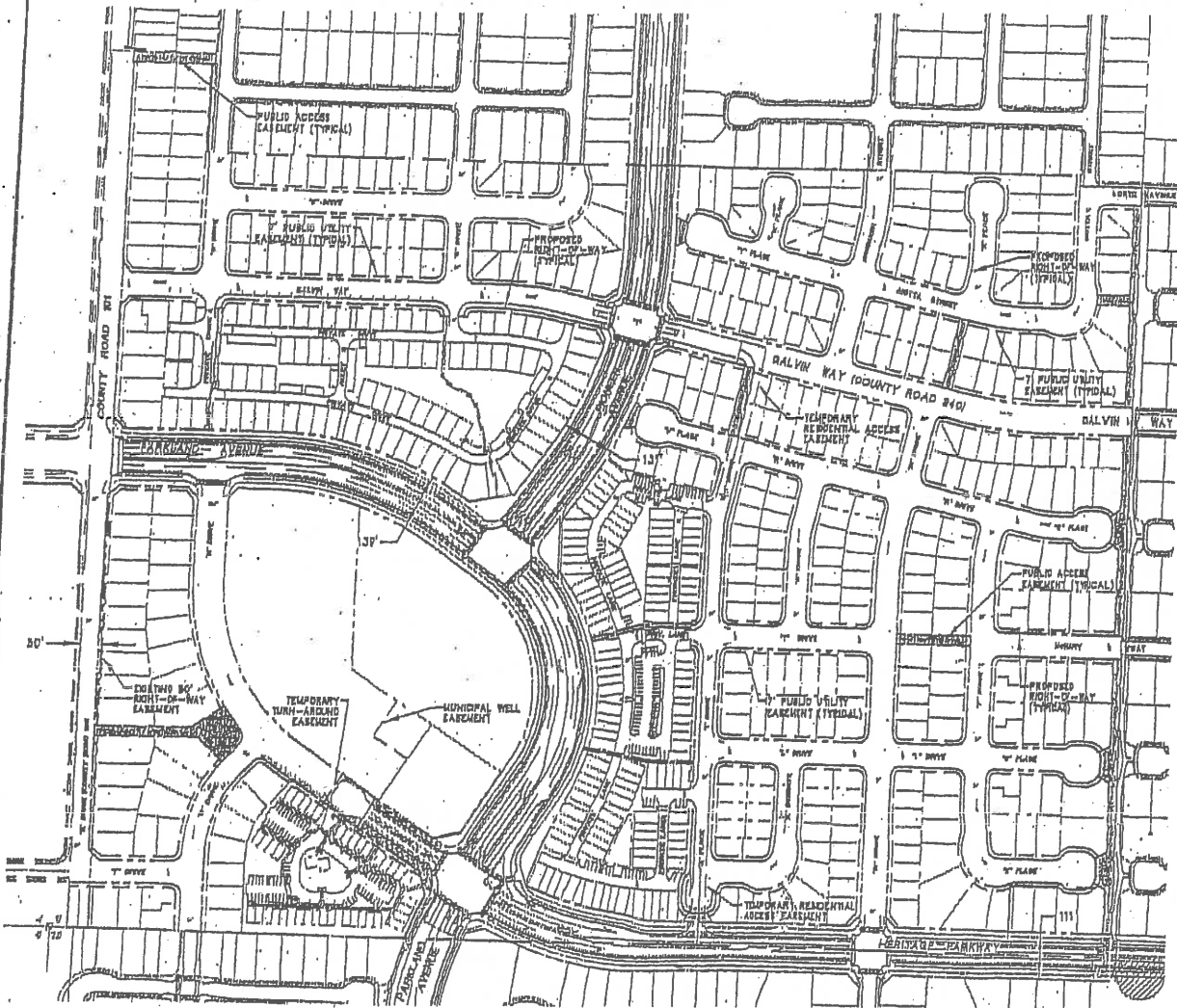
**EXHIBIT H**  
MAP OF LOCATION OF EASEMENTS  
AND RIGHTS OF WAY

# EXHIBIT "F"

Map of Location of Easements & Rights of Way

## EXHIBIT "H"

### MAP OF LOCATION OF EASEMENTS AND RIGHTS-OF-WAY



**LEGEND**  
PUBLIC ACCESS EASEMENT  
PROPOSED WITHIN THIS AREA.  
EXACT SIZE AND LOCATION TO BE  
DETERMINED AT FINAL MAP STAGE.



CCEWEST.COM

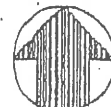
Project Planning • Civil Engineering • Landscape Architecture

Corporate Office •  
2940 Spallford Street  
Suite 200  
Davis, CA 95618  
(530) 168-2026

Sacramento Office •  
2120 20th Street  
Suite Three  
Sacramento, CA 95816  
(916) 455-2026

|              |                                                |
|--------------|------------------------------------------------|
| PROJECT:     | SPRING LAKE CENTRAL                            |
| DESCRIPTION: | MAP OF LOCATION OF EASEMENTS AND RIGHTS-OF-WAY |
| DATE:        | 01/24/07                                       |
| BY:          | JB                                             |
| JOB NO:      | B43.04                                         |
| SCALE:       | 1" = 400'                                      |

**SHEET  
1 OF 1**



NORTH

ORDINANCE NO. 1478

AN ORDINANCE OF THE CITY OF WOODLAND APPROVING THE  
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND  
AND REYNEN & BARDIS COMMUNITIES, RELATING TO PROPERTY  
LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA

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

**Section 1. Purpose.** The purpose of this Ordinance is to approve that certain Project (Reynen & Bardis Spring Lake Central Project) Development Agreement (the "Agreement") entered into between the City of Woodland and Reynen & Bardis Communities, relative to the use and development of property located within the Spring Lake Specific Plan Area, which property is more particularly described in said Agreement.

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

1. The City Council previously certified an Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069; August 15, 2000) and adopted addendums to the Turn of the Century EIR (December 18, 2001; November 19, 2002; December 17, 2002; April 15, 2003, and February 27, 2007). No additional environmental review of the Development Agreement is required by law, ordinance, or regulations.
2. Public hearings on the Agreement were held by the Planning Commission and City Council and notices of these hearings were given in the form and at the times required by state law and City ordinances and resolutions.
3. The City Council has considered the findings and recommendation of the Woodland Planning Commission. The City Council accepts those findings and recommendation, and incorporates them herein by this reference.
4. The Agreement is consistent with the objectives, policies, land uses and programs specified in the City General Plan and the Spring Lake Specific Plan.
5. The Agreement satisfies the fiscal policies of the General Plan.
6. The Agreement is consistent with and conforms to the requirements of Government Code Sections 65864-65869.5.
7. The Agreement is consistent with the provisions of Resolution No. 3542 of the City Council Establishing Procedures for Consideration of Development



Agreements and the provisions of Resolution No. 4330 Approving the Spring Lake Specific Plan.

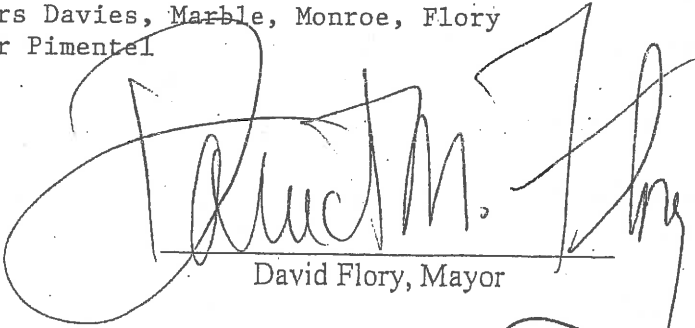
**Section 3. Approvals.** The Agreement is hereby approved and the Mayor and City Clerk are authorized and directed to execute said Agreement on behalf of the City of Woodland.

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

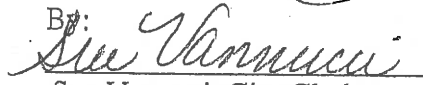
**Section 4. Effective Date and Notice.** This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2007.

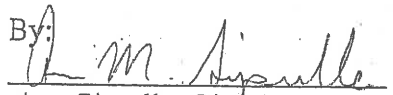
|             |                                               |
|-------------|-----------------------------------------------|
| AYES:       | Council Members Davies, Marble, Monroe, Flory |
| NOES:       | Council Member Pimentel                       |
| ABSENT:     | None                                          |
| ABSTAINING: | None                                          |

  
David Flory, Mayor

Attest:

By:   
Sue Vanucci, City Clerk

Approved as to Form:

By:   
Ann Siprelle, City Attorney

*Attached:*  
*Reynen & Bardis Development Agreement*

**RESOLUTION NO. 4806**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING  
CEQA ADDENDUM #6 TO THE TURN OF THE CENTURY EIR AND APPROVING  
SPRING LAKE AMENDMENT #4 TO THE SPRING LAKE SPECIFIC PLAN**

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

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

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

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

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

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

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

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

**WHEREAS**, on September 16, 2004, the Planning Commission held a noticed public hearing to consider proposed EIR Addendum #5 and Spring Lake Specific Plan Amendment #3, and recommended approval to the City Council; and

**WHEREAS**, on October 7, 2004, the City Council held a noticed public hearing to consider the proposed EIR Addendum #5 and Spring Lake Specific Plan Amendment #3.

**WHEREAS**, on January 18 and February 1, 2007, the Planning Commission held a

noticed public hearing to consider proposed EIR Addendum #6 and Spring Lake Specific Plan Amendment #4, and recommended approval to the City Council; and

**WHEREAS**, on February 27, 2007, the City Council held a noticed public hearing to consider the proposed EIR Addendum #6 and Spring Lake Specific Plan Amendment #4.

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

1. Affirms that EIR Addendum #6 is hereby included in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
2. Affirms that EIR Addendum #6 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
3. Affirms that the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and 4330 (December 19, 2001).
4. Adopts EIR Addendum #6 dated September 7, 2006 as attached.
5. Amends the Conditions of Approval for the Spring Lake Central Project Vesting Tentative Subdivision Map No. 4805.
6. Adopts Amendment #4 to the SLSP as attached.

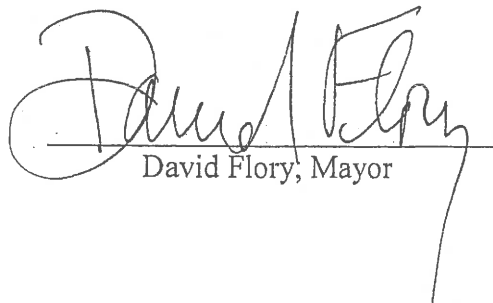
**PASSED AND ADOPTED** by the City Council on February 27, 2007, by the following vote:

AYES: Council Members Davies, Marble, Monroe, Flory

NOES: Council Member Pimentel

ABSTAIN: None

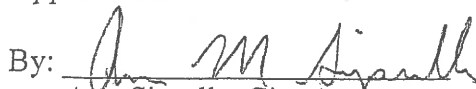
ABSENT: None

  
David Flory, Mayor

Attest:

By:   
Sue Vanucci, City Clerk

Approved as to Form:

By:   
Ann Siprelle, City Attorney



## EXHIBIT 2

### FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF WOODLAND AND WOODLAND SPRING LAKE PARTNERSHIP, L.P. (4/16/15)

This First Amendment to Development Agreement (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Woodland, a California municipal corporation (hereinafter “CITY”) and Woodland Spring Lake Partnership, L.P. (“OWNER”). City and Owner shall individually be referred to herein as a “party” and together as the “parties.”

#### RECITALS

**WHEREAS**, the CITY and Reynen & Bardis Communities entered into a Development Agreement (“Agreement”) on or around March 6, 2007; and

**WHEREAS**, OWNER is the successor in interest to Reynen & Bardis Communities; and

**WHEREAS**, OWNER has provided evidence satisfactory to CITY of Owner’s ownership of the property that is the subject of this First Amendment, including an assignment of Reynen & Bardis’ interest to Owner; and

**WHEREAS**, the Agreement may be amended pursuant to Section 2.5 of the Agreement and Government Code section 65868; and

**WHEREAS**, OWNER has applied to CITY for certain entitlements for development of its property, which is comprised of approximately 105 acres, with Yolo County Assessor’s Parcel Numbers 042-580-011, -012, -037, -038, -040, -041, -043, -044, and -046, as described in **Exhibit A**, Legal Description, and **Exhibit B**, Map of Property and Its Location, attached hereto and incorporated herein (the “Property”); 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**, on April 16, 2015, the City Planning Commission, designated by Woodland Municipal Code Section 2-7-16 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing,

considered this First Amendment and recommended that the City Council approve this First Amendment; and

**WHEREAS**, following consideration of the aforementioned EIR and addendum and of CEQA related findings, the City Council held a noticed public hearing on May 5, 2015, to consider the following land use entitlements for the Property, which entitlements are the subject of this First Amendment:

- 1) General Plan Amendment, to increase Low Density Residential (3.0 – 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 – 12 du/ac) acreage from 43.2 to 23.1 acres, eliminate Medium Density (8 – 15 du/ac) acreage (formerly 9.0 acres), and increase High Density Residential (15 – 25 du/ac) acreage from 7.6 to 9.3 acres;
- 2) Specific Plan Amendment to add 33.3 acres of residential R-4 (3-4 du/ac) ; decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; eliminate the multi-family residential R-15 (10-15 du/ac) zoning (formerly 9.3 acres); eliminate the multi-family residential R-20 (16-20du/ac) zoning (formerly 7.6 acres); and add 9.3 acres of multi-family R-25 (23-25 du/ac);
- 3) Rezoning to reconfigure the Spring Lake Village Center by relocating the park site, fire station, and the commercial site and to add 8.3 acres of multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway, which will result in approximately 607 units, of which 375 will be single family residential lots: 128 R-4 lots; 100 R-5 lots; 147 R-8 lots and 3 R-25 lots; and
- 4) Tentative Subdivision Map 50275); and
- 5) This First Amendment to the Development Agreement.

**NOW, THEREFORE**, in consideration of the recitals set forth above and 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. Amendment to Section 2.7. The addresses provided in Section 2.7 of the Agreement are hereby amended to read as follows:

If to CITY: Paul Navazio, City Manager  
City of Woodland  
300 First Street  
Woodland, CA 95695

With a copy to: Kara K. Ueda  
Best Best & Krieger LLP  
500 Capitol Mall, Suite 1700

Sacramento, CA 95814

If to OWNER: Woodland Spring Lake Partnership, LP  
940 Emmett Avenue, #200  
Belmont, CA 94002  
Attention: John Glikbarg

With a copy to: Les Hock  
HCM, Inc.  
10630 Mather Boulevard  
Sacramento, CA 95655

2. Deletion of Section 4.2 Fiscal Deficit Mitigation Fee. Section 4.2 of the Agreement is hereby deleted and restated in Exhibit I, which lists “Development Impact and Other Fees.”

3. Amendment to Section 4.3 regarding Development Impact Fees. Section 4.3 of the Agreement relating to Development Impact fees is hereby deleted in its entirety and amended to read as follows:

4.3.1 Spring Lake Fees. OWNER shall pay all Spring Lake Fees set forth in **Exhibit “I,”** attached hereto and incorporated herein.

4.3.2 Time of Payment. CITY may, in its sole discretion, collect any of the fees required pursuant to Subsection 4.3.1 and as provided in Exhibit “I” to this agreement.

4.3.3. Future Development Impact Fees. The Parties hereby agree that OWNER shall pay all applicable Development Impact Fees, including Major Projects Financing Plan Fees (MPFP) and Spring Lake Infrastructure Fees (SLIF), at the then-current amounts of such fees. at the time they are paid by OWNER.

4.3.4 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation, or termination of the Term of this Agreement. Following the expiration, cancellation, or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit “I”, any increase or amendment of any Development Impact Fee or any combination thereof. Nothing contained in Subsection 4.3.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees.

4. Amendment to Section 4.12 regarding the Inclusionary Housing Agreement. Section 4.12 is amended to include the sentence, “ Any previously approved Inclusionary

Housing Agreement shall be amended to include reference to payment of the affordable housing in-lieu fee, as provided in Exhibit I, as satisfying the single-family low-income affordability requirement”

5. Deletion of Section 4.13 regarding Payment of Off-Site Affordable Housing Fee. Section 4.13 is hereby deleted in its entirety, the contents of which are restated in Exhibit I, which lists “Spring Lake Fees.”

6. Deletion of Section 4.15 regarding Funding for Public Transit. Section 4.15 is hereby deleted in its entirety, the contents of which are restated in Exhibit I, which lists “Spring Lake Fees”.

7. Deletion of Section 4.16 regarding Habitat Monitoring and Farming Education. Section 4.16 is hereby deleted in its entirety, the contents of which are restated in Exhibit I, which lists “Spring Lake Fees.”

8. Amendment to Section 4.17. Section 4.17 of the Agreement relating to the dedication of public land is hereby amended to read as follows:

4.17 Lot “B” shall be shown on tentative and final maps as reserved for a Fire Station/Public Use. When notified by the City in writing, OWNER shall dedicate Lot B to the City within 60 days at no cost to the City, but no later than the final map that includes the 300<sup>th</sup> single family lot. Owner has offered to dedicate Lot B to the City at no cost.

9. Amendment to Section 4.19. Section 4.19 of the Agreement relating to the Spring Lake Village Center and Central Park is hereby amended to read as follows:

4.19 Spring Lake Urban Village Center and Central Park Development. Land price for the Central Park shall be set at One Hundred Twenty-five Thousand Dollars (\$125,000) per acre. A master plan for Lots “A”, “B”, and 1376 (4.0 acre park site, 1.0 acre fire station, and 5.1 acre commercial site respectively) shall be submitted for review and approval by CITY prior to approval of the final map that has the 100<sup>th</sup> lot. Owner has agreed to grant lot A, Central Park, to the City at a cost not to exceed \$125,000 per acre. CITY and OWNER shall enter into a purchase and sale agreement after adoption of the Master Plan prior to approval of the final map that has the 200<sup>th</sup> lot. The CITY and OWNER shall agree to the scope and cost of the master plan, which shall in no case exceed \$50,000 inclusive of City processing costs. The master plan shall include possible uses, access, parking, and conceptual layout, landmark feature per Design Standard 4.12 and shall illustrate the interface of the commercial, park, and multi-family parcels to achieve a compact, pedestrian oriented Urban Village Center development style offering opportunities to live, work, shop, learn, and play in a unique, attractive and engaging environment at densities and intensities that support transit usage. There would be a select mix of uses and high quality design, that promotes the health, well-being, physical activity and social interaction of residents, workers



and visitors. The design would include a multi-modal main street which is the southerly extension of Pioneer Avenue, south of Parkland Avenue at the curve, located between the commercial and multi-family parcels. The Commercial properties should be multi-story mixed use with ground floor retail and office/residential above. The Multi-Family units should be multi-story, alley-loaded and street-facing, to encourage pedestrian activity and community interaction.

10. Deletion of Section 4.24 regarding Fire Department Operation and Maintenance Funding. Section 4.24 is hereby deleted, the contents of which are restated in Exhibit I, which lists "Spring Lake Fees."

11. Deletion of Section 4.25 regarding Affordable Housing Fund. Section 4.25 is hereby deleted, the contents of which are restated in Exhibit I, which provides for Affordable Housing in-lieu fee and funding.

12. Renumbering the Section 4.18, found on page 16 of 25 of the original DA to 4.27. The redundant section 4.18 on page 16 of the Agreement is hereby renumbered to be Section 4.27.

13. Renumbering section 4.19 found on page 16 of 25 of the original DA to 4.28 and Amendment of 4.28 to amend the language regarding conditions of approval. The redundant Section 4.19 on page 16 of the Agreement is hereby renumbered to be Section 4.28. The following language is also added to new Section 4.28:

Conditions of Approval. OWNER shall be subject to those conditions of approval, including tentative map conditions of approval, set forth in Exhibit "C."

14. Addition of Section 4.29 regarding Future Rezone Requests

4.29 Supermajority Required for Future Commercial or Multi-Family Rezone Requested Actions.

At any time, should OWNER request the consideration for a General Plan Amendment and Rezone of any one, partial or combination of the properties located within the Urban Village Center, including lots A (4.0 acre park), 376 (5.1 acre commercial), 377 (4.8 acre R-25) or 378 (3.5 acre R-25), then a supermajority of the Council, (consisting of at least 4 votes), is required to take action on the request. Full consideration of all Spring Lake Infrastructure Fee (SLIF) modifications shall be evaluated and any negative fiscal imbalance corrected either through payment of a one-time fee or on an equivalent amount assigned on per-lot basis, if appropriate.

15. Replacement of Exhibit A. Exhibit A of the Agreement regarding the Legal Description is hereby replaced with a new Exhibit A, attached hereto and incorporated herein.

16. Replacement of Exhibit B. Exhibit B of the Agreement regarding the Map of Property and its Location is hereby replaced with a new Exhibit B, attached hereto and incorporated herein.

17. Replacement of Exhibit C. Exhibit C of the Agreement regarding Findings and Conditions of Approval is hereby replaced with a new Exhibit C, attached hereto and incorporated herein to contain the Development Map and Findings and Conditions of Approval and a listing of the coincident Plan Amendments and Approvals.

18. Replacement of Exhibit D. Exhibit D of the Agreement regarding Land Use Regulations is hereby replaced with a new Exhibit D, attached hereto and incorporated herein, to reference all existing land use regulations, including amendments.

19. Replacement of Exhibit G. Exhibit G of the Agreement, the Memorandum of Agreement, is hereby replaced with a new Exhibit G, attached hereto and incorporated herein.

20. Addition of Exhibit I of the Agreement, Spring Lake Fees. Exhibit I of the Agreement is hereby added to the Agreement to consolidate in one location the summary of the Spring Lake Fees and other fees identified in the Agreement for the Project.

21. General Provisions.

a. Counterparts. This First Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

b. Waiver. No waiver of any provision of this First Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

c. Governing Law. The validity and interpretation of this First Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

d. Severability. If any term, provision, covenant, or condition of this First Amendment shall be determined invalid, void, or unenforceable, the remainder of this First Amendment shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this First Amendment.

e. Authority to Execute. The person or persons executing this First Amendment on behalf of OWNER warrants and represents that he or she/they have the authority to execute this First 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.

f. Integration. This First 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 First 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 First Amendment. To the extent this First Amendment conflicts with the Agreement, this First Amendment supersedes such previous document. In all other respects, the parties reaffirm and ratify all other provisions of the Agreement.

g. Incorporation of Amendment. From and after the Effective Date of this First 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 First Amendment.

h. Defined Terms. All initially capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

22. Effective Date. The City Council, following a duly noticed public hearing, has authorized the execution of this First Amendment by its City Manager and attestation by its City Clerk pursuant to the authority of Ordinance No. \_\_\_\_\_ (the "Adopting Ordinance") adopted by the City Council of the City of Woodland on \_\_\_\_\_, 2015. This First Amendment shall be effective upon the later of thirty (30) days after the adoption of the Ordinance or full execution of this First Amendment by the parties hereto.

23. Memorandum. The City Clerk shall record a Memorandum of this First Amendment in the Official Records of Yolo County within ten days following the Amendment Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year set forth below.

CITY:

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

Approved as to Form:

Attest:

\_\_\_\_\_  
Best Best & Krieger LLP, City Attorney

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

OWNER:

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

## LEGAL DESCRIPTION

### PARCEL 1:

A PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B. & M., OF THAT CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED NOVEMBER 9, 2005, AS DOCUMENT NO. 2005-0056195-00, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, MARKED BY A 1-1/2" IRON PIPE;

THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, NORTH 01° 02' 05" EAST, 1,424.14 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID LINE, NORTH 01° 02' 05" EAST, 428.63 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 88° 49' 15" WEST, 164.89 FEET;

THENCE NORTH 00° 59' 32" EAST, 25.82 FEET;

THENCE NORTH 88° 51' 32" WEST, 2,213.70 FEET;

THENCE NORTH 00° 21' 43" EAST, 230.72 FEET;

THENCE NORTH 85° 48' 29" WEST, 248.05 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 101 AS SHOWN ON SAID MAP;

THENCE ON SAID WEST LINE, SOUTH 00° 21' 30" WEST, 699.13 FEET;

THENCE SOUTH 88° 52' 20" EAST, 2,620.74 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-0014841-00 OF OFFICIAL RECORDS.

### PARCEL 2:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E. M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3 THAT BEARS NORTH 1 DEGREES, 08' 34" EAST, 1,015.18 FEET FROM THE SOUTH QUARTER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, PAGE 20, YOLO COUNTY RECORDS;

THENCE FROM SAID POINT OF BEGINNING, NORTH 88 DEGREES, 46' 00" WEST, 2,615.66 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101;

**LEGAL DESCRIPTION**

(continued)

THENCE ALONG THE WEST LINE OF SAID COUNTY ROAD, NORTH 0 DEGREES, 27' 50" EAST, 409.00 FEET;

THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES, 46' 00" EAST, 2,620.51 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3;

THENCE ALONG SAID EAST LINE, SOUTH 1 DEGREES, 08' 34" WEST, 408.96 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-0014841-00 OF OFFICIAL RECORDS.

**PARCEL 3:**

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THAT BEARS NORTH 1 DEGREE 08' 34" EAST, 1,015.18 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS;

THENCE FROM SAID POINT OF BEGINNING, SOUTH 1 DEGREE 08' 34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 409.73 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO VIVIAN C. HUTTMAN, BY DEED DATED SEPTEMBER 10, 1962, RECORDED JANUARY 2, 1963 IN BOOK 698, OF OFFICIAL RECORDS, AT PAGE 516;

THENCE ALONG THE NORTH LINE OF SAID HUTTMAN PROPERTY, NORTH 88 DEGREES 46' 00" WEST, 2,610.81 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101;

THENCE ALONG THE WEST LINE OF COUNTY ROAD NO. 101, NORTH 0 DEGREES 27' 50" EAST, 409.77 FEET;

THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46' 00" EAST, 2,615.66 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-0014841-00 OF OFFICIAL RECORDS.

**PARCEL 4:**

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T9N. R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION**

(continued)

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2, OF THAT CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED SEPTEMBER 27, 2007, AS DOCUMENT NO. 2007-0033700-00, OFFICIAL RECORDS, SAID CORNER BEING ON THE SOUTHERLY LINE OF SECTION 3;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SECTION 3, NORTH 88° 53' 12" WEST, 1,510.01 FEET;

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) ALONG THE ARC OF A 800.50 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 7° 55' 51", A DISTANCE OF 110.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 23° 54' 41" EAST, 110.71 FEET;
- 2) NORTH 14° 22' 02" WEST, 63.92 FEET;
- 3) NORTH 56° 49' 10" WEST, 386.64 FEET;
- 4) SOUTH 43° 43' 18" WEST, 89.68 FEET;
- 5) SOUTH 35° 45' 59" WEST, 49.20 FEET;
- 6) SOUTH 19° 25' 43" WEST, 49.13 FEET;
- 7) SOUTH 02° 52' 52" WEST, 50.97 FEET;
- 8) SOUTH 02° 26' 14" EAST, 54.99 FEET;
- 9) SOUTH 00° 03' 55" EAST, 55.00 FEET;
- 10) SOUTH 00° 13' 01" WEST, 55.00 FEET, TO A POINT ON SAID SOUTHERLY LINE OF SECTION 3;
- 11) THENCE ALONG SAID SOUTHERLY LINE OF SECTION 3 NORTH 88° 53' 12" WEST, 376.14 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 101;
- 12) ALONG SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 101 NORTH 00° 18' 51" EAST, 208.71 FEET;
- 13) THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY NORTH 88° 53' 12" WEST, 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 101;
- 14) ALONG SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 101, NORTH 00° 18' 51" EAST, 396.80 FEET;
- 15) THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY SOUTH 88° 53' 12" EAST, 2,609.88 FEET;
- 16) SOUTH 01° 02' 05" WEST, 440.46 FEET;
- 17) NORTH 88° 53' 12" WEST, 264.00 FEET;
- 18) SOUTH 01° 02' 06" WEST, 165.00 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-0014841-00 OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

**EXHIBIT B**  
**MAP OF PROPERTY AND ITS LOCATION**





# PROJECT INFORMATION

**SITE DESCRIPTION:** Portion of the Southwest Quarter of Section 9, Township 9 North, Range 2 East, M.D.B. & M.

**ASSESSOR'S PARCEL NUMBER:** 045-044-040

**OWNER/SUBDIVIDER:** Woodland Spring Lake Partnership L.P., 940 Emmet Ave, #200, Belmont, CA 94602

**OWNER:** Centex Homes (045-044-040), 6110 Stonelake Mall Road, #500, Pleasanton, CA 94566

**ENGINEER:** Cunningham Engineering, 2540 Quigley Street, Suite 200, Davis, CA 95618 (916) 758-8028

**LAND PLANNER:** Western Land Planning, 7499 Griggs Way, Sacramento, CA 95831 (916) 808-1723

**EXISTING ZONING:** SLSP-R-5, R-6, R-16, R-20, Parks, Commercial, Schools/Fire, Greenbelt

**PROPOSED ZONING:** SLSP-R-4, R-5, R-6, R-16, Parks, Commercial, Schools/Fire, Greenbelt

**FLOOD ZONE:** "X"

**SERVICES:** City of Woodland

**SEWER/WATER:** City of Woodland

**FIRE:** City of Woodland

**SCHOOL:** Woodland Joint Unified School Dist.

**ELECTRIC/DSL:** PG&E

**POLE:** Charter Communications

**CABLE:** Charter Communications

**NUMBER OF LOTS:** 376; Total Residential Lots: 147; 45 x 65 lots (typ.), 100.55 x 150 lots (typ.), 125.65 x 150 lots (typ.)

**1: Commercial lot**

**2: Multi-family lots**

**3: Park lot**

**4: Parkway lots**

**5: Power/Electricity lots**

**6: Fire Station lot**

**7: Fire Station lot**

**8: Fire Station lot**

**9: Fire Station lot**

**10: Fire Station lot**

**11: Fire Station lot**

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## NOTES

- 1) Dimensions & areas shown are approximate and subject to change.
- 2) Subdivider reserves the right to file multiple final maps.
- 3) No structure shall be built on the site.
- 4) The following existing easements to be abandoned:
  - Portion of existing right-of-way County Road 101 per Subdivision Map Act.
  - Temporary construction and maintenance easements per preliminary site report.
- 5) A 1-foot public utility easement proposed adjacent to all streets except Heritage Parkway, Parkland Avenue and Pioneer Ave.
- 6) Street names with letter-number designations are for planning purposes. Actual street names to be process as part of Final Map.
- 7) This tentative map conforms to all requirements of the California Subdivision Map Act and the City of Woodland Subdivision Ordinance (see Design Modifications).
- 8) Street Sections, grading/drainage, & water/sewer shown on separate sheets.
- 9) Refer to the Spring Lake Specific Plan for development standards.
- 10) Affordable housing unit locations to be determined.
- 11) This map is an application for a development permit.

## Design Modification

Shortened intersection tangent length at labeled intersections.

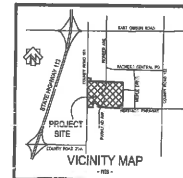
## Intersection Curb Radii Table

| Intersection           | 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'                            |

## PROJECT SUMMARY

| zoning   | Lot Type      | Lot Area (sq. ft.) | Density  |
|----------|---------------|--------------------|----------|
| R-4      | 55 x 105 typ. | 125                | 33.3 ac. |
| R-5      | 55 x 105 typ. | 100                | 20.1     |
| R-6      | 45 x 95 typ.  | 147                | 28.1     |
| Subtotal |               | 375                | 81.5     |
| R-25     | Apartment     | 233                | 9.9      |
| Varsity  |               | 688                | 85.7     |
|          | Commercial    |                    | 6.1      |
|          | Park          |                    | 4.0      |
|          | Pathway       |                    | 0.9      |
|          | Fire Station  |                    | 1.0      |
|          | Major Roads   |                    | 9.9      |
| Total    |               | 105.7              |          |

Residential areas include passive lots and exclude parkway lots.



0 100 ft

Subdivision Map # 5027  
Revised Tentative Map  
**Spring Lake Central**  
City of Woodland, California  
Scale: 1"=100'  
(when printed 36" x 48")  
March 8, 2013  
Revised: November 5, 2014

WALTERS  
LAND PLANNING



SHEET #1

13-7

**EXHIBIT C**

Resolution No \_\_\_\_ Amending the General Plan  
Resolution No \_\_\_\_ Amending the Spring Lake Specific Plan  
Tentative Subdivision Map No. 5027  
Conditions of Approval Approved May 5, 2015

**EXHIBIT D**  
**EXISTING LAND USE REGULATIONS**

Spring Lake Specific Plan (Adopted December 18, 2001, Resolution 4330, as Amended November 19, 2002, Resolution No 4399 and December 12, 2002 Resolution 4406, and as otherwise amended through April 7, 2015

Spring Lake Specific Plan Design Standards (Adopted May 20, 2003 Resolution No 4433) and as amended Resolution No 6257

Spring Lake Specific Plan Affordable Housing Plan (Adopted May 20, 2003) as amended July 1, 2014

Spring Lake Specific Plan Agricultural Land Mitigation Program (Adopted February 18, 2003 Resolution 4421 and Amended November 18, 2003 Resolution No 4492)

**EXHIBIT G**  
**MEMORANDUM OF AGREEMENT**

**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**

Spring Lake Central Development Agreement Ordinance No. \_\_\_\_\_

This Memorandum of Agreement is made and entered into by and between Woodland Spring Lake Partnership, L.P. 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 OWNER hereby agree to be bound by all of the terms and conditions contained in the First Amendment to the Development Agreement, as adopted by the City Council of the City of Woodland by Ordinance No. \_\_\_\_ , dated \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015, at Woodland, Yolo County, California.

Woodland Spring Lake Partnership, L.P.

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

CITY OF WOODLAND

By: \_\_\_\_\_  
Tom Stallard, Mayor

ATTEST:

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Kara K. Ueda, City Attorney

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]



**FINDINGS FOR THE SPRING LAKE CENTRAL PROJECT INCLUDING A  
GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS; TENTATIVE  
SUBDIVISION MAP # 5027 , AND DEVELOPMENT AGREEMENT (PC vs 04.09.15)**

**FINDINGS**

**CEQA Findings:**

1. On August 15, 2000, the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: **a)** Addendum #1 (Resolution No. 4330) adopted December 18, 2001, for the purposes of approval of the final SLSP; **b)** Addendum #2 (Resolution No. 4399) adopted November 19, 2002, for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; **c)** Addendum #3 (Resolution No. 4406) adopted December 17, 2002, for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; **d)** Addendum #4 adopted April 15, 2003, for the purposes of the Williamson Act Rescission Agreement for the Russell Property; **e)** Addendum #5 (Resolution No 4583) adopted October 19, 2004, for the purposes of amending the Plan based on a request form the Spring Lake Planning Group LLC); **f)** Addendum #6 (Resolution No 4806) adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); **g)** Addendum #7 (Resolution No. 5146) adopted November 16, 2010, for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); **h)** Addendum # 8 (Resolution No. 5159) adopted December 14, 2010, for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site; **i)** Addendum #9 (Resolution No. 6117) adopted March 5, 2013, for the purposes of amending the Plan based on a request by the Turn of the Century, LLC to modify land use designations and shift the R-15 site; **j)** Amendment #10 (Resolution 6255) adopted June 17, 2014, for the purposes of amending the Plan based on a request by the Turn of The Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit); and **k)** Amendment #11 adopted February 3, 2015, to amend the Spring Lake Specific Plan land use designations to rezone the R-15 and Neighborhood Commercial Sites to R-8 and reconfiguring the 8-acre park site for the Cal West and Optimistic project site.
3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provides that no EIR or Negative Declaration is required



for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.

4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA mitigation measures.
5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.
6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.
7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

1. **General Plan Consistency Findings:**The project is consistent with the goals and policies of the General Plan in that The proposed modification provides for a more economically viable land use designation for single family residential densities that the current housing market will more readily absorb and support. The increased density for the multi-family housing allows for the possibility of an urban village development concept that increases the likelihood for transit and viability of the proposed commercial uses;
2. The project is consistent with the goals and policies of the Housing Element by providing for a variety of housing types and by meeting the requirements of the Spring Lake Affordable Housing Plan as conditioned.

#### **Spring Lake Specific Plan Consistency Findings:**

1. The project is consistent with the policy language (goals, policies and objectives) of the SLSP based upon a detailed analysis performed comparing the project proposal to each

section of the SLSP and through various conditions or components of the Development Agreement, consistency has been ensured.

2. The project is consistent with the land use summary and other relevant plan text throughout the SLSP in that the project itself will have a single family to multi-family ratio of 62% single-family units (375) to 38% multi-family units (232), but results in a Plan wide ratio of 72% single family to 28% multi-family. This is closely aligned with the Plan goal of 71% single-family units and 29% multi-family units.
3. The project is substantially consistent with the land use designations, roadways, and bike paths identified in 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 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, R-5, and R-8, Specific Plan land use categories.
2. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

**Tentative Subdivision Map Findings for TSM No 5027:**

1. The proposed Tentative Subdivision Map is consistent with the City's General Plan, including the Housing Element, and the Spring Lake Specific Plan. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, single family housing within the community and by providing for additional recreational opportunities at the neighborhood level. The Tentative Subdivision Map is also consistent with the City's Community Design Guidelines.
2. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.

3. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision will be able to accommodate the future development of residential units given the shape and topography of the Project site. The development project is also consistent with the land use designations specified in the Spring Lake Specific Plan.
4. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Biological Resources Assessment (Parlin Spring Lake I, Foothill Associates, March 16, 2005) shows that there would not be any significant and unavoidable impacts related to existing habitat. SLSP Mitigation measures regarding biological studies prior to construction activity are required.
5. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or occupants of the surrounding area.
6. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.
7. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.
8. The tentative map is in conformance with the Subdivision Map Act.

**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 SPRING LAKE CENTRAL PROJECT  
INCLUDING A GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS,  
TENTATIVE SUBDIVISION MAP #5027 , AND DEVELOPMENT AGREEMENT**

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

**Planning Department**

1. Project Approval. The project is as described in the staff report for the Spring Lake Central General Plan and Specific Plan Amendments, Tentative Subdivision Map 5027, and First Amendment to the Development Agreement prepared for the Planning Commission on April 16, 2015, City Council on \_\_\_\_\_, 2015. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the February 5, 2015 staff report for the Spring Lake Central project, except as modified by these conditions of approval.
2. Indemnity. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City 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 applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.
3. 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.)
4. 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 of the Spring Lake Specific Plan.
5. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development Department concurrent with public improvement plans and prior to issuance of the first building permit. Landscape plans shall specify the following:

- a) Locations, size, and quantity of all plant materials.
  - b) A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials.
  - c) Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features.
  - d) Planting and installation details and notes including soil amendments.
  - e) 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.
  - f) Details of all irrigation (drip, sprinkler, and bubbler) as well as equipment such as backflow controller and water meter devices identified.
6. Street Tree Master Plan. A Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake 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 will assist in appropriate species selection, prior to issuance of the first building permit.
  7. Public Landscaping. Landscaping design, materials, installation, and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
  8. 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. OWNER shall submit plans for review and approval prior to issuance of final map.
  10. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with Spring Lake Development Regulation 2.22.2.
  11. Compliance with State Water Conservation Ordinance. All yards and public landscaping shall be in compliance with City's water conservation ordinance and any applicable state Water Efficient Landscape Ordinance AB 1881, as well as water conserving requirements in the Spring Lake Specific Plan and Spring Lake Design Standards. Plans shall be reviewed by the City for compliance prior to issuance of first building permit.

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 first building permit.
14. Prohibit RV Parking. Provisions in the CC& Rs for the Single Family 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.
15. 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.
16. 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.
17. 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 first building permit.
18. Lot width. Lot width shall be varied (SLSP 2.35.5). Prior to approval of the final map, lot widths shall be modified to provide that no more than three (3) lots of the same lot width shall be located a row and that a minimum 3 feet variation is required. This condition may only be changed upon a finding of necessity, design impracticality, or economic infeasibility, as determined by the Community Development Director.
19. 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, OWNER shall have all homes 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 provided 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 any of the above requires a finding of necessity, design impracticality, or economic infeasibility, as determined by the Chief Building Official.

**20. Privacy Walls.** The required privacy walls shall be designed and constructed to be consistent with the existing adjacent privacy walls. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits. Landscaping and construction of the privacy walls shall occur concurrently with development. Privacy walls along the following road frontages, excepting road intersections and pedestrian connections, shall be constructed:

- a)** The north side of Heritage Parkway commencing at the eastern corner of map 4805 (Lot 220) extending along Heritage Parkway and extending west to Parkland Avenue (Lot 358); and,
- b)** Along the east side of Parkland Avenue between Heritage Parkway and Pioneer Avenue; and,
- c)** Along the north side of Parkland Avenue from Pioneer Avenue to Harry Lorenzo Avenue; and,
- d)** Along both sides of Pioneer Avenue from Parkland Avenue to the northern boundary of map 4805.

The design of the walls shall be submitted to the Community Development Director and Public Works Director for approval prior to issuance of first building permit. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).

**21. 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 eight (8) connecting access paths:

- a)** Lot “C” - between House Drive and Harry Lorenzo Avenue; and
- b)** Lot “D” - between “B” Way and Parkland Avenue; and
- c)** Lot “E” - between Goode Drive and Parkland Avenue; and
- d)** Lot “F” - between 10 Court and Pioneer Avenue; and
- e)** Lot “G” - between 9 Court and Pioneer Avenue; and
- f)** Lot “H” - between 8 Court and Parkland Avenue; and
- g)** Lot “I” - between 7 Court and Parkland Avenue; and
- h)** Lot “J” - between Lot “K” (Greenbelt) and Motta Street; and



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.

- 22. Greenbelts.** OWNER shall construct the Lots “K”, “L”, “M” greenbelt at the time of construction of the residential lots adjacent to Lots “K”, “L”, “M”. The timing may only be modified by the Community Development Director after making a finding of necessity, design impracticality, or economic infeasibility. OWNER shall provide benches and bike racks for the Lots “K”, “L”, “M” 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.
- 23. Entry signs.** Per the Spring Lake Specific Plan (2.33 & 4.12) and the Spring Lake Design Standards (1.6), the OWNER shall construct a Landmark Feature, Minor Entry, and Neighborhood entry signs at the following locations:
- 1) Parkland Avenue & Pioneer Avenue (Landmark or Monumentation feature)
  - 2) Harry Lorenzo Avenue & Parkland Avenue (Minor Entry)
  - 3) Galvin Way & Pioneer Avenue (Neighborhood entry)
  - 4) Heritage Parkway & “H” Drive (Neighborhood entry)
  - 5) Neighborhood sign for each subdivision and other signs at the discretion of the Community Development Director

Construction of the Landmark feature and Minor Entry signs shall be concurrent with the adjacent intersection improvements unless the Community Development Director makes a finding of necessity, design impracticality, or economic infeasibility that will permit construction delay or otherwise determines that such construction may be delayed. Construction of the Neighborhood Entry signs shall be concurrent with construction of the adjacent neighborhood unless the Community Development Director makes a finding of necessity, design impracticality, or economic infeasibility that will permit construction delay or otherwise determines that such construction may be delayed.

A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to approval of the first Final Map, the applicant shall be required to submit a design theme for all entry features. The design theme shall be consistent with the SLSP Design Standards and to the satisfaction of the Community Development Director.

- 24. Lots “K”, “L”, “M” Adjacent Lots.** Lots adjacent to Lots “K”, “L”, “M” (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 “K”, “L”, “M” or at the discretion of the Community Development Director.

- 25. Block Length:** OWNER shall provide further design enhancements to reduce the visual appearance of a long unbroken residential block. This condition is placed on the following 4 blocks and shall be a Design Review requirement for the subdivision:
- a) The Heritage Parkway block (Lots 358 - 375), between Parkland Avenue and “H” Drive,
  - b) The block on the north side of Galvin Way and east side of Brubaker Street,
  - c) The two blocks bounded “F” Way & “G” Way, and Galvin and McNary Way,
- 26. Fencing:** Fencing along Lots “K”, “L”, “M” (Greenbelt) shall be constructed with a 4-foot solid fence (4-foot maximum height for solid fence). 6-foot fences shall require the fence to have 50% open (transparent) fence style for the upper 2-feet of the fence.
- 27. Fence.** Post and rail fence shall be constructed at the northern and southern ends of Lots “K”, “L”, “M” (Greenbelt) on the bike path to the satisfaction of the Community Development Department.
- 28. Noise Level Requirements:** The design of the Spring Lake Central project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to approval of the Final Map, in accordance with the noise study prepared for the project dated April 18, 2005, the following shall occur:
- a) Two and three story residential building plans for lots adjacent to Parkland Avenue and Pioneer Avenue should be reviewed by a qualified acoustical professional to ensure that noise levels in habitable rooms on the upper floors will comply with the interior noise level standard of 45 dB Ldn.
  - b) When lot design and final grading plans become available, they should be reviewed by a qualified acoustical professional to ensure that the site design and grading do not affect the conclusions of the acoustical study.
  - c) Air conditioning or other suitable mechanical ventilation should be provided to allow residents to close windows for the desired acoustical isolation.
- 29. R-25 Sites:** Bicycle parking for attached units (R-25) shall be provided at a minimum of 2 per units, unless the Community Development Department finds such parking is unnecessary, cannot be practically designed, or is economically infeasible. Bicycle parking shall be highly visible, in a secure location, and, to the greatest extent feasible, located in a covered area. Bicycle parking shall also be located close to, and within direct access to, residential buildings.
- 30. Reservation of Lots for Public Sale:** The requirements of Section 21-15-1 of the City Code relating to “Reservation of Lots for Public Sale” shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day offering period, the subdivider shall be required to demonstrate if the required reporting, that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraisal 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 price.

31. Septic System: In accordance with the Phase I Environmental Site Assessment, any septic system encountered shall be removed in accordance with Yolo County Environmental Health Department Regulations.
32. Pedestrian Circulation: Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures, or colors shall be provided to emphasize the conflict point and improve its visibility and safety, unless the Community Development Director makes a finding of necessity, design impracticality, or economic infeasibility.
33. Duplex Lots: In the R-5 Zone, fifty percent (50%) of the corner lots shall be duplexes or half-plexes. There are 12 corner lots in the R-5 Zone. Therefore, at least 6 of these corner lots will require duplexes or half-plexes. The corner duplex/half-plex units may be shifted to mid-block locations, but there may be no more than one duplex or set of half-plexes on one side of any given block. Duplex lots shall be identified prior to final map or a suitable alternative approved at the discretion of the Community Development Director after making a finding of necessity, design impracticality, or economic infeasibility.
34. Lot 380: Lot 380 shall be transferred to the City prior to Filing of the first Final Map. Verification of the property transfer shall be transmitted to the Community Development Director prior to acceptance of the Final Map.
35. Affordable Housing:
- a) The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit prior to recordation of the applicant's Final Map.
  - b) Prior to the City approving the applicant's first 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 and, shall be consistent with all applicable provisions of the SLSP AHP, and/or the City ordinance in effect at the time, and subject to any in-lieu fees that may be specified in the Development Agreement
36. Green belts: Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units.
37. Landscaping: 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.
38. SLIF: OWNER shall make-up any deficit in Spring Lake Infrastructure Fee resulting from this project as specified in the Development Agreement.
39. Tentative map. Tentative map shall be modified with the following:
- a) Paseo Lot "J" shall be widen on the eastern edge to a width of 50 feet.

- b) Central Park site shall have direct access to the Heritage Parkway and “J” Way round-about to the satisfaction of the Community Development Director. Access width shall 40 feet.

## Building

- 40. This project Shall meet all criteria and mandates for these City adopted codes:
  - a) 2013 California Building Code
  - b) 2013 California Plumbing Code
  - c) 2013 California Mechanical Code
  - d) 2013 California Electrical Code
  - e) 2013 Building Energy Efficiency Standards
  - f) 2013 California Green Building Code
  - g) The Code of the City of Woodland
- 41. Any deferred submittals that are not a part of the initial permit application shall be listed on the cover sheet of the plan at the time of application for the project.
- 42. All plans, computations, and specifications shall be prepared and designed by an architect or engineer licensed by the state of California.
- 43. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
- 44. A soils investigation report shall be provide as specified in section 1803.5.3 of the 2013 CBC.
- 45. Because this project is located in an area known to contain expansive soils and per *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 per *CBC 1808.6*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6.1* **and for concrete slab-on-ground 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 the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California registered Civil or Structural Engineer or Architect** showing compliance. *Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6*

## Development Engineering:

46. All maps and plans shall comply with City ordinances and Standard Specifications including coordinated positions and digital submission requirements.
47. Prior to final map, OWNER shall submit a phasing plan for mapping the lots with a building plan for infrastructure along Pioneer Avenue, Heritage Parkway, Parkland Avenue, and “J” Way. Infrastructure for lots “A” & “B” and Lots 376, 377, and 378 shall be constructed at the same time as the single-family lots are developed. The phasing plan shall equitably distribute the infrastructure between phases. The proposed phasing plan, final map boundaries, and street layout shall be reviewed and approved by the City for access, circulation, and equitable distribution of infrastructure prior to OWNER’S submittal of the first final map (either parcel map for sale or small lot final map). Further phasing requirements are included in the conditions below.
48. The 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 building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
49. OWNER shall pay all required fees for processing final maps and improvement plans. If required at final map and improvement plan submittal, the OWNER shall enter into an Advanced Funding Agreement for the payment of costs associated with the processing of plans and inspection of public improvements.
50. OWNER shall submit joint trench plans, which will be reviewed and approved prior to approval of improvement plans. City may, at the discretion of the City Engineer, require joint trench plans to be incorporated into the full improvement plan set prior to approval.
51. Each parcel in R-5 and R-8 zoning, per City of Woodland Standard Specifications, shall provide 25-feet of on-street parking per parcel unless otherwise approved by the City Engineer through the design exception process. If OWNER is unable to meet this requirement on a parcel-by-parcel basis, a parking analysis demonstrating the requirement is met neighborhood-wide shall be submitted by the OWNER for review and approval of the City prior to submittal of the first final map.
52. Street names are subject to the approval of Fire, Community Development, and Public Works Departments. OWNER shall submit proposed street names to the Fire Department for City review and approval process. If names are not assigned at the tentative map stage, the final maps and improvement plans shall include names shown on this map in parentheses for clarification purposes.
53. All driveways shall meet design requirements including distance from intersections as outlined in the Engineering Design Standards, City of Woodland Standard Specifications, and Details.

54. Prior to approval of a final map OWNER shall secure rights-of-way, rights of entry, and any permits necessary to construct improvements associated with and required by the conditions of approval and/or the SLSP documents for that final map.
55. Except where not possible or practical, right-of-way dedications shall be accomplished by final map.
56. Sufficient right-of-way or easements to accommodate entryway features and/or monuments shall be shown on the final map.
57. The location, placement, and screening of large utility facilities to serve the subdivision shall be reviewed and approved by Community Development, Public Works, and Parks departments. Placement shall not be in a park or public open space. The OWNER shall dedicate an easement(s) of sufficient size and with adequate access to accommodate placement of utility facilities to serve the subdivision.
58. 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 may require submittal of a separate security to ensure landscaping completion.
59. OWNER shall design and construct the greenbelt along the eastern edge of the property, with connections of bike paths to existing cul-de-sacs (including the removal and replacement of temporary landscape features) with ADA ramps constructed on both existing and proposed cul-de-sacs. Prior to approval of the first final map, the Owner shall prepare and have approved by the City landscape improvement plans. The first final map with units east of "H" Street shall include construction of the entire length of greenbelt and parkway. OWNER shall be reimbursed or receive fee credits for eligible land and construction costs per the terms outlined in the SLSP documents.
60. The OWNER shall be responsible to ensure at least one water sampling station is constructed within the boundary of the tentative map per City of Woodland Standard Specifications. The location and design of the sampling station shall be reviewed and approved by the Public Works Department.
61. Where improvements are to be constructed by OWNER, which benefit parties other than the OWNER, an appropriate reimbursement agreement shall be drafted at the request of the OWNER and shall be completed prior to final map approval unless OWNER waives timing requirement. The agreement shall be approved by the City Engineer.

62. Where OWNER completes improvements identified in the SLSP documents as eligible for fee credits or reimbursement, OWNER shall receive fee credits or be reimbursed per the terms outlined in the SLSP documents.
63. If improvements are constructed and/or installed by a party or parties other than the OWNER, which benefit OWNER'S property, prior to approval of a final map on OWNER'S property which benefits from said improvements, OWNER shall pay a proportionate share of the costs of said improvements as determined by the City Engineer.
64. Prior to approval of a final map by City Council, the OWNER shall pay all fees due at final map approval.
65. Prior to issuance of each building permit, the OWNER shall pay all applicable development impact fees, Spring Lake Infrastructure fees and any other applicable fees identified in the SLSP documents and/or the project development agreement and conditions of approval as due at building permit.

**R-25, Lot "A" & "B" (Park and Fire Station), and Commercial Sites**

66. The OWNER shall enter into a Subdivision Improvement Agreement and provide securities as required by City Municipal Code and the Subdivision Map Act for the construction of infrastructure improvements required by the project as determined by the City Engineer.
67. The OWNER shall prepare improvement plans for all infrastructure improvements required by the project and submit them to the Development Engineering Section for review and approval. All subdivision improvements excepting street geometrics shall conform to current City of Woodland Standard Specifications. All improvements within the public right-of-way shall conform to the current City of Woodland Standard Specifications excepting designs approved by the Specific Plan. OWNER shall include frontage improvements on Parkland Avenue for Lots "A" & "B" (Park and Fire Station), and Lots 376 & 377 (5.1 acre commercial and 4.8 acre commercial sites) with single-family residential projects on the opposite side or with projects that include the construction of 4 lanes of Parkland Avenue, whichever comes first.
68. OWNER shall pay all required fees for processing final maps and plan check and inspection fees for infrastructure improvements. 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 OWNER shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.
69. The entrances to the R-25 sites shall be designed as commercial driveways and shall include signing to clearly distinguish private from public streets.

**Lot "376" (Commercial Site)**

70. Primary access to the site shall be centered as a signalized access at Pioneer Avenue and Parkland Drive unless otherwise approved by the City Engineer.

71. As identified in the Spring Lake Specific Plan, parking for Lot “A” the Central Park is to be provided in a shared arrangement with the commercial site (Lot 376). With the first for sale parcel or subdivision map, the OWNER shall enter into an agreement with the City to provide shared parking on Lot “376” for the park site (Lot “A”). The agreement shall be recorded on remainder parcel containing Lot A and/or lot 376 on the final map. The OWNER shall be responsible for all costs associated with the agreement. Parking constructed to the satisfaction of the Public Works, Community Development, and Parks departments shall be in place when the park is open to the public regardless of the timing of the commercial development.
72. Applicant shall dedicate with first contiguous final map, or upon design of entryway feature, neighborhood feature, or Spring Lake Monument, sufficient land for the maintenance and operation of the feature or monument as may be necessary dependant upon design of the Master Plan for park development, consistent with the provision of Spring Lake Design Standard 4.12. Location and amount of the dedications to be approved by the City.

### **Street Improvements**

73. All proposed roads within the subdivision shall comply with the most recent version of the City of Woodland Standard Specifications & Details and any addenda except as specified in the adopted Spring Lake Specific Plan and conditions set forth specifically for this tentative map.
74. Roadway geometrics and improvements including street cross sections, median design and placement, intersection geometrics, roundabout and bulb-out 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 design approval.
75. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA minimum width requirements.
76. 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.
77. Improvement plan design shall incorporate and the OWNER shall construct improvements required by the SLSP Transit Plan and subsequent revisions.
78. The surface course (final lift) of asphalt concrete shall not be placed on any road until all utility construction beneath the roadbed has been completed, tested, treated, and repairs made as applicable unless authorized in writing by the City Engineer.
79. Disclosures to buyers of lots fronting on Harry Lorenzo Avenue, Galvin Way, and “H” Drive shall include notice of possible future traffic control and calming features. Noticing language shall be reviewed and approved by the Community Development and Public Works



departments. Notices shall include possible loss of on street parking (suggested language: “For some residential lots, parking in front of your house may be partially or fully restricted. Generally, on street parking is restricted near street intersections to allow for turning movements at the intersections”), loss of left turn access (suggested language: “For some residential lots, left turn access into and out of your driveway may not be allowed. Generally, this access restriction is due to the presence of a median island on your street. The median island can be a physical restriction such as a median curb and planter box or roadway striping”).

80. Disclosures for lots on Harry Lorenzo Avenue, Galvin Way, and “H” Drive shall inform buyers that in the future those streets may carry a significant amount of traffic due to circulation patterns. The buyers shall also be informed that when the Master Plan Remainder Area develops there may be a significant increase to traffic on those streets.

#### Pioneer Avenue

81. Unless constructed by others, OWNER shall design and construct the completion of full-width improvements to Pioneer Avenue from its southern terminus north to the intersection of Farmers Central Road concurrent with the first final map of this tentative map with lot west of Brubaker Street/G Street unless changed in City approved phasing plan. This construction shall be at OWNER’S expense with reimbursement from the financing district as outlined in the SLSP documents.
82. Unless constructed by others, OWNER shall design and construct the signal at the intersection of Pioneer Avenue and Parkland Avenue with the map that either extends Parkland Avenue east of Pioneer Avenue or constructs 4 lanes on the north and east legs. This construction shall be at OWNER’S expense subject to reimbursement from the financing district per the SLSP documents. The City engineer may defer this requirement depending on traffic demands.
83. Final maps with frontage on Pioneer Avenue shall indicate a relinquishment of access rights on Pioneer Avenue with the exception of the R-25 site, which shall allow non-vehicular access.

#### Parkland Avenue

84. If not constructed by others, the OWNER shall design and construct full-width improvements (including frontage improvements in front of Lot 377 (4.8 acre R-25 site)) of Parkland Avenue from Heritage Parkway to Pioneer Avenue concurrent in accordance with the approved phasing plan. The entire 4-lanes shall be completed with this map. The construction shall be at OWNER’S expense subject to reimbursement from the financing district per the SLSP documents. If constructed by others, OWNER may be required to enter into a reimbursement agreement to share in the cost of construction.
85. The OWNER shall design and construct full-width improvements of Parkland Avenue from Pioneer Avenue to Harry Lorenzo Avenue in accordance with the approved phasing plan. The construction shall be at OWNER’S expense subject to reimbursement from the financing district per the SLSP documents. Construction of Parkland Avenue shall be full width and

include frontage along Lots A (4 acre park site), B (1 acre site), and 376 (5.1 acre commercial site).

86. Final maps with frontage on the north or east side of Parkland Avenue shall indicate a relinquishment of access rights onto Parkland Drive.

#### Harry Lorenzo Avenue

87. Structural design of Harry Lorenzo Avenue shall be consistent with the results of a pavement analysis approved by the City Engineer.
88. Prior to submittal of full improvement plans, the OWNER shall submit preliminary designs for the proposed road alignment of Harry Lorenzo Avenue showing existing alignment, proposed alignment, existing and proposed rights-of-way, and existing trees and proposed ditches, for approval by the Community Development Director.
89. The design shall incorporate recommendations of a report by a certified California arborist and comply with all City ordinances and SLSP requirements governing tree removal.
90. Unless already constructed by others, the first final map with units north of Parkland Avenue and west of Pioneer Avenue shall trigger design and construction or reconstruction of Harry Lorenzo Avenue from Parkland Avenue north to the boundary of the tentative map (determined by the City). The design shall include half-street improvements on the east for the lots fronting Harry Lorenzo Avenue and a southbound travel lane on the west side of the road.
91. Unless constructed by others the first final map to have Parkland Avenue connect to Harry Lorenzo Avenue shall micro-pave, sign and stripe Harry Lorenzo Avenue from Heritage Parkway to the south edge of the tentative map. At the discretion of the City, interim lighting standards may be required.
92. Harry Lorenzo Avenue shall match up and continue in a compatible manner from the road section to the north and in a manner approved by the City. Discrepancies in the lot lines shall be resolved in a manner approved by the City and may require adjustment of lots fronting on Harry Lorenzo Avenue.
93. The City may require any project that either completes the Parkland Avenue and J Street/Heritage Parkway connections to pay the City's costs for abandonment of Harry Lorenzo Avenue between Parkland Avenue and the south boundary of the tentative map (up to \$3,000) and to install barricades, signing, and striping as well as the removal of pavement between these locations.

#### "A" Way and "E" Way

94. The first final map north of Parkland Avenue and west of Pioneer Avenue shall trigger full-width improvements of "A" Way and "E" Way connecting Pioneer Avenue to Harry Lorenzo Avenue.

#### Galvin Drive east of Pioneer Avenue

95. The first final map east of Pioneer with single-family units fronting on Galvin Drive shall trigger full-width improvements to Galvin Drive from Pioneer Avenue to the eastern boundary of the tentative map. Interim improvements may be approved at the option of the City if there are no lots on the final map adjacent to the road.

#### “H” Drive

96. At a minimum, the phasing plan shall include the first final map with lots south of Galvin Drive shall trigger the full-width improvement, (Curb to curb. May defer sidewalk and landscaping on one side with approval of City; but not lights or hydrants), of “H” Drive between Heritage Parkway and Galvin Drive.

#### Heritage Parkway (“J” Drive) west of Parkland Drive

97. Heritage Parkway and “J” Drive shall be completed with the map that includes the 101<sup>st</sup> single-family resident. These improvements shall include frontage improvements for the R-25 and commercially zoned land.
98. Heritage Parkway fronting lot 377 shall have a 20’ landscaped multi use path (10’ in width).
99. The structural section for Heritage Parkway shall be designed using a Traffic Index (TI) of 10 and the TI for “J” Street shall be 8.

#### Other Local Streets

100. Other local streets shall be constructed concurrently with the final map that they serve as determined by the City Engineer.

#### **Storm Drainage and Site Grading**

101. The grading and drainage plans submitted with the tentative map are preliminary only, and approval of the tentative map does not constitute City 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.
102. A comprehensive storm drainage plan (including phasing) 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.
103. 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, assumptions, and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the OWNER 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.

104. The OWNER shall pay the cost associated with all improvements required by his project, and an appropriate reimbursement agreement shall be drafted to reimburse the OWNER for oversized improvements on a pro rata basis per the project-level Reimbursement Agreement; the need for and terms of reimbursement agreements shall be determined by the City Engineer.
105. 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. Each phase of the map build out shall design and provide analysis for containment of the 100-year storm run off from properties to the west.
106. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the OWNER'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, cut, and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.
107. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
108. Current agricultural interceptor and flowage easements shall remain in place until another solution is proposed to, and approved, by the City Engineer. No final maps shall be approved until interim and overall solutions for the drainage for the site and the plan area are approved by the City Engineer.
109. All projects shall comply with the City's Storm Water ordinance, which includes implementation of post-construction best management practices (BMPs). These BMPs shall include general site design control measures and site-specific source control measures in accordance with the City's *Technical Guidance Manual for Stormwater Quality Control Measures*. Post-construction BMPs shall be identified on improvement plans and approved by the City Engineer.

110. Subdivision design and home design shall include low impact development standards for storm water. Each map phase and building release phase shall meet the most current standards of the Federal NPDES permit and City ordinances and manuals.
111. 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.
112. 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 than 1 acre shall include BMPs to be approved by the City Engineer.
113. 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.
114. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12 inches) without construction of concrete or masonry block retaining walls.
115. Construction material for storm drainpipes shall be pre-cast rubber-gasket reinforced concrete pipe in accordance with City Standard Specifications.

### **Wastewater and Sewer Collection System**

116. 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 map and improvement plan submittal based on the requirements set forth in these Conditions of Approval.
117. 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 OWNER shall pay the cost associated with all improvements required by the plan.
118. 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.
119. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.

## **Water Infrastructure Conditions**

120. 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.
121. OWNER 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.
122. The OWNER shall identify a proposed location of water sampling stations within the map boundary to comply with City of Woodland Standard Specifications and Details.
123. All materials and installation of the subdivision water system shall be constructed per City of Woodland Standard Specifications and Details at the OWNER'S expense.
124. Per the City of Woodland Cross Connection Control Program and Standard Specifications and Details, all commercial buildings and landscape irrigation services are required to install and maintain an approved backflow prevention assembly, at the OWNER'S expense. Service size and flow-rate for backflow prevention assemblies must be submitted with improvement plans. Location of backflow prevention assemblies shall be approved by the City of Woodland Public Works Department prior to installation. 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.
125. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the OWNER'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.
126. 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.
127. 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.
128. 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.

## **General Development Engineering Conditions**

129. The conditions as set forth in this document are not all inclusive. OWNER 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.
130. OWNER shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this project.
131. Developer shall document and show evidence that all tentative map conditions are met with submittal of each final map.
132. The OWNER shall comply with the City's construction recycling program. The OWNER shall submit required documents, fees and deposits associated with the recycling program prior to issuance of building permits.
133. 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.
134. 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.
135. Prior to issuance of any building permit, applicable roads serving the site as determined by the City Engineer and Fire Marshall, must be constructed and paved. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.
136. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been functionally accepted by the City Engineer, and the City has received and approved record drawings, and the unit has been issued a Certificate of Occupancy or passed final inspection by the Building Official. OWNERS, contractors, and/or OWNERS shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.
137. No Certificates of Occupancy for residential or commercial units shall be issued until the public improvements to serve the site have been accepted by the City unless otherwise waived by the City. In no instance shall building permits be issued for more than 75% of units within a subdivision until public improvements have been accepted.
138. If relocation of existing facilities is deemed necessary, the OWNER shall perform the relocation, at the OWNER'S expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.
139. A Subdivision Improvement Agreement shall be entered into and recorded prior to construction of improvements, approval of a final map, or issuance of residential building permits.

140. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
141. The 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.
142. A seven foot (7) public utility easement back of sidewalk (10-foot for monolithic walk), 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.
143. Per the project level Development Agreement, 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 that specific subdivision within the tentative map.
144. OWNER shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.
145. Applications of multi-family, commercial, and industrial projects shall submit refuse enclosure details showing bin locations and recycling facilities to the Community Development Department for review and approval per the SLSP and SLSP Design Standards.
146. Prepare, and submit for approval, utility site plans prior to preparation of full improvement plans.
147. 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.
148. Encroachment permits are required for, and shall be obtained from, Yolo County prior to any work within or encroachment onto County right-of-way.
149. All utility poles that are to be relocated (by exception of the City as undergrounding is normally required) in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
150. All public landscape areas shall include a separate point of connection for metered water service and metered PG&E power service points for automatic controllers.

#### **Traffic Engineering/Traffic Calming**

151. OWNER shall install three (3) bollards at all bike path street crossings and access points. Bollards shall be placed per City Standard Detail 1304 and shall match existing black bollards in Spring Lake. Location and installation of bollards shall be to the satisfaction of



the Community Development Director and City Engineer. Locations include, but are not limited to: **1)** Aguilar Place, **2)** “6” Court, **3)** Mack Place, **4)** “5” Court, **6)** Mc Nary Way - north and south crossings, **7)** Ackley Place, **8)** “4” Court, **9)** Galvin Way – north and south crossings, **10)** Delgado Place, **11)** Paseo at Lot “J” connection to sidewalk at Motta Street, and **12)** Ortiz Avenue.

152. OWNER shall install pedestrian crossing signage at all street crossings. Location and installation of signage shall be to the satisfaction of the Community Development Director and City Engineer.
153. OWNER shall verify the sufficiency of existing signage on existing dead end approaches that will become through streets to the satisfaction of the Community Development Director and City Engineer.
154. Prior to submittal of the first improvement plans for the tentative map area, the OWNER shall submit a comprehensive traffic-calming plan for the tentative map area to the City Engineer for review and approval. Raised, decorative stamped concrete crosswalks, bulb-outs, lighted pedestrian crossings, raised median islands, and other improvements may be required as part of the traffic-calming measures. Particular attention shall be paid to the intersections of Parkland Avenue & Pioneer Avenue and Parkland Avenue & Heritage Parkway to ensure safe pedestrian crossing to and from the park and commercial sites and locations where the bike path and green belts meet. Unless otherwise determined by the City, the improvements for these two intersections shall be in place prior to occupancy of the 100th dwelling unit of this tentative map. This may also include the construction of off site traffic calming measures on Hunt drive (“J” Drive extension to the south). Further conditions and considerations are itemized below.
155. OWNER shall install speed cushions on McNary Way on both approaches to the bike path crossing. Location and installation of speed cushions shall be to the satisfaction of the Community Development Director and City Engineer.
156. OWNER shall install traffic calming medians (raised, stamped concrete, & signed) on Galvin Way at the bike path crossing. Location and installation of calming medians shall be to the satisfaction of the Community Development Director and City Engineer.
157. OWNER shall install traffic calming measures throughout the subdivision to the satisfaction of the Community Development Director and City Engineer. Locations include, but are not limited to:
  - a) Bulb out corners at the intersections of the long north-south streets;
  - b) Traffic calming medians at the intersection of “G” Way and Galvin Way;
  - c) Traffic calming medians at the Heritage Parkway/“H” Drive/“6” Court/“T” Way corridor;
  - d) Traffic calming medians at the Pioneer Avenue/Galvin Way entrance to the development;
  - e) Bulb out corners along the “A” Way, “E” Way, and Galvin Way corridor;

## **EXHIBIT “I”**

### **Spring Lake Fees (vs 4/16/15)**

CITY may, in its sole discretion, collect any of the following fees, as specified in the fee requirements below. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

All applicable City-wide Development Impact Fees amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

### **Spring Lake Fees**

Spring Lake Fees include fees identified in this Agreement or conditions of approval that are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- Spring Lake Infrastructure Fee (SLIF) Fees. For Single Family Dwelling (SFD) Forty-one Thousand Five Hundred Thirty Two Dollars (\$41,532) and Multi-Family (MF) Dwelling Twenty-seven Thousand Four Hundred Ten Dollars (\$27,410). These fees are for the fair share of backbone infrastructure to the Spring Lake Specific Plan area and due at *issuance of each building permit* (cost subject to annual change);
- Fire Operation and Maintenance Fee. OWNER shall contribute, at the time of *each final map* approval, a Spring Lake Fire Department Operation and Maintenance Funding Fee of Seven Hundred Seventy-one Dollars (\$771) per DUE;
- Public Transit Capital Fee. Public transit capital fee: Prior to approval of *each final map*, OWNER shall pay Three Hundred Eighteen Dollars (\$318) per DUE for the construction of transit capital improvements;
- Public Transit Operation Fee. Public transit operation fee: Prior to *final map*, OWNER shall pay a Thirty-five Dollar (\$35) per single family DUE fee;
- Multi-Family Transit Operation Fee. If a multi-family project does not require a *final map* (rental apartments), the OWNER shall pay, prior to building permit, a per unit fee of One Hundred Forty-six Dollars (\$146) for transit capital and Twenty-five Dollars (\$25) for transit operation;
- Offsite Affordable Housing Fee. The Spring Lake Offsite Affordable Housing fee shall be One Thousand One Hundred Dollars (\$1,100) per market rate single-family lot as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval of *each final map*;

- Plan Fiscal Deficit Mitigation Fee. The fiscal impact analysis for the Spring Lake Specific Plan concludes that the revenues from the Plan are inadequate to provide the required public services to future inhabitants of the Plan. Therefore, without a financial commitment from OWNER and all developers in the Plan Area, implementation of the Plan will be inconsistent with certain General Plan Policies. As mitigation for this fiscal deficit, OWNER shall pay a Fiscal Deficit Mitigation Fee as *a condition of obtaining a building permit*. The Fiscal Deficit Mitigation fees is One Thousand Five Hundred Dollars (\$1500) for Single-family DUE, One Thousand Fifty Dollars (\$1,050) for Multi-family DUE (R-15, R-20 & R-25) and One Thousand Eight Hundred Dollars (\$1,800) per 1,000 square feet of Neighborhood Commercial/Mixed Use;
- Habitat Monitoring and Education Funds. OWNER shall pay its pro-rata share of the required “Monitoring Funds” and “Education Funds” (Settlement Agreement Paragraphs 6 & 7), prior to approval of *each final subdivision map*. The Project’s prorated share of the Habitat Monitoring and Farming fees are estimated to be Fifty- six Dollars (\$56) per Single-family DUE and Forty Dollars (\$40) per Multi-family DUE unit; and
- Road 25A Fee. OWNER shall pay Seven Hundred Ninety-four (\$794) per DUE, at *building permit*, for Road 25A construction and reimbursement.
- Hwy 113 Bike/Pedestrian Overcrossing Fee. OWNER agrees to pay One Thousand Dollars (\$1,000) per single family lot and One Hundred Dollars (\$100) per multi-family unit toward improved Spring Lake bicycle and pedestrian connectivity and enhancement project (s) such as HWY 113 Bike/Pedestrian Overcrossing. Payments shall be made at time of issuance of each building permit .
- Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing fee in-lieu to meet the Ten percent (10%) single family for sale affordability requirement. The fee shall be in the amount of Fifty Thousand Dollars (\$50,000) per required affordable R-4 unit, Forty Thousand Dollars (\$40,000) per required affordable R-5 unit, and Thirty Thousand Dollars (\$30,000) per required affordable R-8 unit. This Project requires Thirteen (13) R-4 low-income single-family units, Ten (10) R-5 low-income single-family units, and Eighteen (18) R-8 low-income single-family units to be built. In lieu of constructing the affordable housing units, OWNER agrees to pay Four Thousand Three Hundred Forty Dollars (\$4,340) *per unit, payable at building permit issuance for each single family unit*, for a total of One Million Five Hundred Ninety Thousand Dollars (\$1,590,000).
- Project SLIF Shortfall Revenue. CITY and OWNER have calculated the change in projected SLIF revenues to be generated by development of the Property between the originally adopted SLSP and the land use entitlements approved with this First Amendment. The total shortfall in SLIF revenues due to the reduction in residential units will be One Million One Hundred Twenty One Thousand Eight Hundred Ninety- one Dollars (\$1,121,891). CITY and OWNER desire to spread this shortfall in SLIF revenues equally across all Low Density and Medium Low Density residential units to be developed on the Property. To achieve this equal spread of the SLIF revenues over all such single-family residential units, OWNER agrees to pay an additional shortfall fee of

Two Thousand Nine Hundred Ninety-two Dollars (\$2,992) *per each Low Density and Medium Low Density residential unit, payable at building permit issuance* for each Low Density and Medium Low Density residential unit. SLIF credits, subject to approval of CITY, may be applied to both the base SLIF fee and the additional SLIF shortfall fee amount.

November 5, 2014

Ken Hiatt  
Planning Director  
City of Woodland  
Community Development Department  
520 Court Street  
Woodland, CA 95695

RE: Spring Lake Central- Revised application

Dear Mr. Hiatt;

This correspondence is to revise the Spring Lake Central application. Enclosed for your use are the following items, 18 copies each.

1. Revised Tentative Map package including;
    - Tentative Map sheet
    - Grading and Drainage Plan
    - Water and Sewer Plan
    - Sections and Details
  2. Revised General Plan Amendment Exhibit
  3. Revised Specific Plan Amendment Exhibit
- Digital files of these exhibits will be sent separately by email.

Revisions to the land plan reflect the many meetings and discussions with City staff regarding land use and technical issues, and responds to comments made at the Planning Commission workshop in March 2014. Notable revisions include the following;

- Return of a neighborhood commercial component to the Village Center responding to community and Planning Commission comments.
- Reconfiguration of park, fire station, and multi-family sites within the Village Center to create a more viable community core.
- Mix of single family residential lot types including larger R-4 lots to better meet today's housing market.

The overall intent of these revisions is to make the Spring Lake Central project more viable in today's real estate market which will lead to actual construction of an important part of the Spring Lake Community.

Please incorporate these materials into the Spring Lake Central application and move forward with the processing. We are anxious to proceed as quickly as possible. Your help with this is appreciated. Feel free for you or your staff to contact me or the project team with any questions.

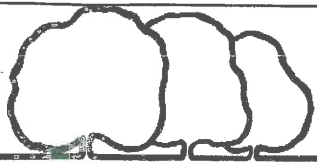
Cordially,



Bruce Walters

Enclosures

Cc: Les Hock, HCM, Inc.  
John Glickbarg, Woodland Spring Lake Partners, L.P.  
Steve Greenfield, Cunningham Engineering



City of Woodland

**Community Development Department**

300 First St, Woodland CA 95695  
(530) 661-5820 Fax (530) 406-0832  
www.cityofwoodland.org

## General Application Form

### 1. Owner/Applicant

**PROPERTY OWNER:**

Woodland Spring Lake Partnership, L.P.

**MAILING ADDRESS:**

940 Emmett Ave., #200

**CITY STATE ZIP CODE:**

Belmont, CA 95616

**PHONE NUMBER:**

N/A

**E-MAIL ADDRESS:**

N/A

**PROJECT APPLICANT**

Les Hock, HCM, Inc.

**MAILING ADDRESS:**

10630 Mather Blvd.

**CITY STATE ZIP CODE:**

Sacramento, CA 95655

**PHONE NUMBER:**

916-801-9500

**E-MAIL ADDRESS:**

LHock@artisan-homes.us

### 2. Application Requested

- |                                                               |                                                             |                                                            |
|---------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> General Plan Petition                | <input checked="" type="checkbox"/> Specific Plan Amendment | <input checked="" type="checkbox"/> General Plan Amendment |
| <input checked="" type="checkbox"/> Tentative Subdivision Map | <input type="checkbox"/> Tentative Parcel Map               | <input type="checkbox"/> Lot Line Adjustment               |
| <input type="checkbox"/> Site Plan Review                     | <input type="checkbox"/> Design Review                      | <input type="checkbox"/> Sign Design Review                |
| <input type="checkbox"/> Conditional Use Permit (CUP)         | <input type="checkbox"/> Zoning Administrator Permit        | <input type="checkbox"/> Variance                          |
| <input type="checkbox"/> Public Convenience or Necessity      | <input checked="" type="checkbox"/> Other                   | Abandonment                                                |

Is this request part of another application? ☐ Yes ☒ No If so, what? \_\_\_\_\_

### 3. Project Description

**Project Name:**

Spring Lake Central

**Total Acres or Square Feet**

105.1+/- acres

**Site address or location:**

East West side of County Road 101, north side  
Heritage Parkway.

**Assessor's Parcel Number:**

042-580-011, -012, 037, -038, -040  
-041, -043, -044, -046

**Is Your Project Located in a Flood Zone?**

☐ Yes ☒ No

**Does this request include signage?**

☐ Yes ☒ No

### 4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

liability acct

\$, 35,000

PO 000 75 205

PLNG 14-000 90

## 5. General Plan Amendment

**Existing General Plan Designation**  
LDR, MLDR, MDR, HDR, Neigh Comm,  
Open Space, Public Service

**Gross Acres**  
105.1+/-

**Proposed General Plan Designation**  
LDR, M LDR, MDR, HDR, Open Space,  
Public Service

**Gross Acres**  
105.1+/-

## 6. Zoning Amendment

**Existing Land Use Zone**  
R-5, R-8, R-15, R-20, Neigh Comm ,  
Parks, Fire Station, Greenbelt

**Gross Acres**  
105.1+/-

**Proposed Land Use Zone**  
R-4R-5R-8R-25, Parks,  
Fire Station, Greenbelt

**Gross Acres**  
105.1+/-

## 7. Residential Development

**No. of residential units are being requested?** 612

|               |     |           |    |
|---------------|-----|-----------|----|
| Single Family | 405 | Half-plex | 22 |
|---------------|-----|-----------|----|

|        |       |            |     |
|--------|-------|------------|-----|
| Duplex | _____ | Apartments | 185 |
|--------|-------|------------|-----|

Condominiums \_\_\_\_\_ Other \_\_\_\_\_

**Townhomes** \_\_\_\_\_ **Total Units** 612

|                                                     |     |
|-----------------------------------------------------|-----|
| <b>No. of lots will be created by this project?</b> | 440 |
|-----------------------------------------------------|-----|

Do you intend to market the units for sale?

☒ YES    ☐ No

Do you intend to market the units for rent?

☐ YES      ☒ No

## 8. Commercial/Industrial Development

**Indicate the type of commercial/industrial development proposed:**

N/A

**Indicate the gross and leasable square footage for each type of development:**

N/A

## 9. Authority to File Application

**Check one:**

☒ Property Ownership ☐ Power of Attorney\*

☐ Contract to Purchase\* ☐ Other

Specify \_\_\_\_\_

**\*Attach Evidence of Authority**

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

**APPLICATION WILL NOT BE ACCEPTED WITHOUT  
SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT**

Applicant:  Date: 3-13-13

Legal Owner: Chris Fard Date 3.13.13

Legal Owner: \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED  
Date Received Stamp Here  
MAR 14 2013  
City of Woodland

## DEPARTMENT USE ONLY

Amount Paid: \_\_\_\_\_

Project No:

Amount Due: \_\_\_\_\_

Logged by: \_\_\_\_\_ Date: \_\_\_\_\_

GP / Zoning Designation:

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



## **SPRING LAKE CENTRAL**

### **PROJECT DESCRIPTION**

The Spring Lake Central project was originally approved in February 2007 and included a rezone and tentative subdivision map. Since the original approval, the site has received several improvements including the construction of Heritage Parkway and portions of Parkland Avenue and Pioneer Avenue. The Rochdale Grange affordable housing site in the southwest portion of the site has been constructed. These areas are not included in the current application.

This application proposes a general plan amendment, specific plan amendment, rezone, tentative subdivision map and abandonment of right-of-way to reconfigure the land uses within the project and subdivide the single family residential areas. A mix of single family residential lots (from R-4 to R-8) is proposed. A large lot is proposed for R-25 development. A fire station site and park site are also proposed. A number of parkway lots and paseo lots are included.

### **PROJECT JUSTIFICATION**

Since the time of original project approval in 2007, the land development market has changed and has rendered parts of the original approval unmarketable and infeasible. The neighborhood commercial center (or village center) included in the original approval is no longer feasible in today's commercial market. Small 'pocket commercial' centers cannot compete with larger anchor based commercial developments. Market trends toward larger commercial anchors with grocery additions further challenge the small commercial center. Sufficient existing or planned commercial land use exists to the north and will serve the commercial needs of the project area. For this reason, the commercial land use is proposed to be removed from the project.

The R-15 townhomes included in the original approval is no longer feasible due to changes in market trends for residential housing. Housing demands have trended toward either more traditional single family residential homes or toward apartments. To insure competitiveness in today's market and to create development in a more timely fashion, the R-15 land use is proposed to be removed from the project.

The mix of housing types in the balance of the project has been revised to make the project more successful. Larger R-4 lots (65' x 105' typical) have been added to the project and the R-8 lots have been enlarged from 45' x 85' (typical) to 45' x 95' (typical). A mix of RD-5 lots (55' X 105' typical) and corner halfplex lots have been maintained. An R-25 site is proposed in the same location as the original R-20 site and is intended to meet the demand for more efficient multifamily residential designs. The proposed neighborhood park is increased from 4.0+/- acres to 4.3+/- acres and the proposed fire station site remains the same.

This application takes the original Spring Lake Central project approval and proposes land use revisions that reflect changes in market demands and attempts to speed the timing of project construction that will add jobs and economic benefits to the City of Woodland.

**CITY OF WOODLAND**  
**TENTATIVE MAP SUPPLEMENTAL APPLICATION**

**A. General Information:**

1. Applicant: Les Hock, HCM, Inc. Map No. 5027  
Mailing Address: 10630 Mather Blvd.  
City Sacramento State CA Zip 95655  
Phone Number: 916-801-9500
2. Applicant is ( ) Owner ( ) Purchaser (X) Authorized Agent
3. Owner: Woodland Spring Lake Partnership, L.P.  
Mailing Address: 940 Emmett Ave., # 200  
City Belmont State CA Zip 95616
4. Project Address Location: East of County Road 101, north of Heritage Parkway  
Land Planner
5. Engineer/Surveyor Preparing Map: Walters Land Planning  
Mailing Address: 7498 Griggs Way  
City Sacramento State CA Zip 95831  
Phone No.: 916-502-1723

**B. Project Description:**

1. Property Size (acreage or square footage) 105.1+/- acres
2. Number of Existing Lots: 9 Number of New Lots: 440  
Size of New Lots: 45' x 95'(typ.), 55' x 105'(typ.), & 65' x 105'(typ.),
3. Existing Use of Property: vacant
4. Proposed Use of Property: single family residential, multi-family residential, park,  
fire station, greenbelt.

**C. Certification**

I hereby certify that the facts and information contained in this application and the attached map are true and correct to the best of my knowledge.

DATE: 3-13-13

  
\_\_\_\_\_  
Signature of Applicant

**CITY OF WOODLAND  
COMMUNITY DEVELOPMENT DEPARTMENT**

Tentative Map Check List for

Project Name: Spring Lake Central

**A. Information to Appear on the Map**

- ☒ Vicinity or Area Map.
- ☒ Subdivision Name and Number.
- ☒ Date, North Arrow, Scale (1" = 100' or larger).
- ☒ Name and Address of the owner(s) of record, the subdivider, and the engineer or surveyor.
- ☒ Total number of lots and gross acreage.
- ☒ Existing and Proposed streets showing names, widths, and approximate centerline radii.
- ☒ Existing and proposed easements showing locations and widths.
- ☒ Exterior Boundary line, approximate hearings and distances, and City Limits Line (if applicable).
- ☒ Interior Lot Configuration with dimensions and numbers.
- ☐ Building Setback Lines where non-standard. N/A
- ☒ Reference to Adjacent Owners and Record Maps.
- ☒ Existing Topographic Features with one-foot contour lines and spot elevations as appropriate.
- ☒ Existing sidewalk, curb, and gutter and paved areas.
- ☐ Areas subject to inundation (if applicable). N/A
- ☒ Approximate location of existing buildings, improvements, fences and all trees on parcel and on adjacent properties within 50' of parcel.
- ☒ Location of existing wells and sewage disposal systems.
- ☐ Proposed detention/retention pond (if applicable). N/A
- ☒ Proposed parks, common areas, greenbelts, schools and other public areas.
- ☐ Phasing of projects. To be determined.

**B. Statement to Appear on the Tentative Map**

- ☒ Existing and proposed land use of the property.
- ☒ Existing and proposed zoning of the property.
- ☒ List of agencies supplying water, sewer, drainage, gas and electricity.
- ☒ Proposed domestic water supply if other than city water system.
- ☒ Proposed method of sewage disposal if other than city sewer system.
- ☒ Map conforms to all requirements of the State of California Subdivision Map Act.
- ☒ Map conforms to all requirements of the City of Woodland subdivision ordinance.
- ☒ Flood Zone Designation.

C. Documents to Accompany the Tentative Map:

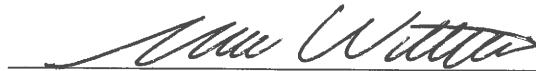
- ☒ Completed application along with appropriate fee.
- ☒ Statement from all property owners consenting to the filing of the tentative map.
- ☒ Preliminary title report.
- ☒ Public notice mailing list and map indicating all current owner's names, assessor's parcel numbers and mailing addresses of all parcels within 300' of the subject parcel boundary.
- ☒ Completed environmental review forms.
- ☒ Application for any rezoning, use permit, variance, or other entitlement which is necessary to allow the proposed land division.
- ☐ Tree plan per Section 20A-1-90 of the Tree Ordinance. See previous approval document.

D. Statement:

I do hereby state that I have met each of the aforementioned requirements as they apply to this tentative map.

3-13-13

Date



Signature

Walters Land Planning

Name of Engineering/Surveying Firm  
Land Planning

**CITY OF WOODLAND  
INITIAL STUDY  
ENVIRONMENTAL INFORMATION FORM**

Information Required as Part 1 of Initial Study of Environmental Impacts.

----- For Office use -----

Application Number and Title: SPRING LAKE CENTRAL

Date Submitted: March 14, 2013

The following information is required for all projects, which are subject to review pursuant to the California Environmental Quality Act (CEQA). Complete disclosure of environmental data is required. NOTE: THIS INFORMATION MUST RELATE TO THE DEVELOPMENT AS DESCRIBED IN SECTIONS 11 & 12. Reference materials needed to complete this application are available at the Community Development Department at City Hall, 300 First Street, Woodland. Answers may be continued on additional sheets. Please print or type.

**I. General Information**

1. Name, address, and telephone number of person to be contacted concerning this project:

Les Hock, c/o HCM, Inc.  
10630 Mather Blvd.  
Sacramento, CA 95655  
916-801-9500

2. Name, address of legal property owner as shown on tax statement:

Woodland Spring Lake Partnership, L.P.  
940 Emmett Ave., #200  
Belmont, CA 95616

3. Address of project and/or description of location:

East of County Road 101, north of Heritage Parkway.

4. **Assessor's Parcel Number(s) of project site:** \_\_\_\_\_  
042-580-011, -012, -037, -038, -040, -041, -043, -044, -046  
\_\_\_\_\_  
\_\_\_\_\_
5. **Indicate the project application which accompanies this form:** \_\_\_\_\_  
General Plan Amendment, Specific Plan Amendment/Rezone, Tentative Subdivision Map,  
Abandonment of right-of-way.  
\_\_\_\_\_  
\_\_\_\_\_
6. **Have any preliminary documents been prepared for this projects (i.e. level 1, 2 or 3 soil assessment, soil study or traffic impact analysis)? If yes, please identify name and date prepared:** \_\_\_\_\_  
Prepare with previous application processing and approval.  
\_\_\_\_\_  
\_\_\_\_\_
7. **List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state or federal agencies (i.e., Corps of Engineers, Caltrans, Air Pollution Control District or Yolo County):** \_\_\_\_\_  
Improvement plan & final map approval.  
\_\_\_\_\_  
\_\_\_\_\_
8. **Existing zoning district(s) of project site:** \_\_\_\_\_  
SLSP-R-5, R-8, R-20, Neighborhood Commercial, Parks, Fire Station, Greenbelt
9. **Existing General Plan Designation(s)** \_\_\_\_\_  
LDR, MLDR, MDR, HDR, Neighborhood Commercial, Open Space, Public Service.
10. **Existing Specific Plan Designation(s)** \_\_\_\_\_  
SLSP-R-5, R-8, R-20, Neighborhood Commercial, Parks, Fire Station, Greenbelt
11. **Fully describe the nature and purpose of the proposed project including the ultimate use of the property:** \_\_\_\_\_  
This is a re-submittal of an approved project. Application proposes to reconfigure land uses to create a more marketable project. Ultimate use of the property includes a mix of residential densities and parks, open space and fire station.  
\_\_\_\_\_  
\_\_\_\_\_
12. **Community benefits to be derived from the project:** \_\_\_\_\_  
The proposed project will complete development that was identified and addresses as part of the Spring Lake Specific Plan. Project will provide public facilities including park, open space and a fire station. Project will provided needed housing in the area and create short term construction employment.  
\_\_\_\_\_  
\_\_\_\_\_

## II. Project Description

### 1. Project Description

- a. Site size in acres or square footage: 105.0+/- acres
- b. Highest and lowest elevations on site: 42+/-' at low point and 60+/-' at top of fill pile.
- c. Number of floors of proposed construction: 2- story maximum
- d. Number of proposed off-street parking spaces provided: Unknown at this time.
- e. Anticipated project schedule (timeline): Unknown.  
Estimated completion date: \_\_\_\_\_
- f. Is this project dependent on an existing or future project? If yes, please explain: No
- g. Anticipated future phases: None  
Associated Project (if any): N/A
- h. If RESIDENTIAL, include the number of units, unit sizes, bedrooms, range of sale prices or rents, recreation, facilities and gross density (units)/acre: Total of 612 residential units; 405 single family, 22 half-plex, and 185 multi-family units. Size, bedrooms, sale/rent price is unknown Overall density is 6.1 du/ac.  
Describe anticipated age distribution of project residents: Unknown  
Projected number of cars owned by future residents: Unknown
- i. If COMMERCIAL and/or OFFICE, indicate the types, square footage of each type (i.e., office, sales area, restaurant), whether neighborhood, city or regionally oriented, and total square footage of building area.  
N/A
- j. If INDUSTRIAL, indicate type, estimated employment per shift, loading facilities, square footage of office area and total square footage of building area: N/A
- k. If INSTITUTIONAL, indicate the major function, estimated employment per shift, estimated occupancy, and total square footage of building: Fire station proposed, detailed information not available until station is planned, designed, and programed.

- l. If the project involves a variance, conditional use permit or rezoning application, state this and explain clearly why it is required: \_\_\_\_\_  
Rezone of the previously approved project is intended to make it more marketable.
- m. Describe any power lines, water, sewer or storm drain mains, pipelines or other transmission lines which are located on or adjacent to the property: Overhead power lines exist on the west side of County Road 101, and underground utilities exist in adjacent subdivision projects.
- n. Name of creeks and natural or man-made drainage channels through or adjacent to the property: N/A
- o. Is there evidence of water traveling over or standing on the site? \_\_\_\_\_  
No.
- p. Primary vehicle access to property comes from which street(s): \_\_\_\_\_  
County Road 101, Heritage Parkway, Parkland Ave, and Pioneer Ave.
- q. Are any easements known to traverse the site? If yes, explain the type and purpose: Several easements exist on the site including road right-of-way, and temporary maintenance easements.

## 2. Site Grading

- a. Approximate number of cubic yards of earth to be moved for the completion of the project. Unknown at this time.
- b. State the location from which fill will be obtained if needed. Fill located on-site.
- c. State the location to which excess earth will be moved if necessary. Unknown.
- d. What percent of the area of the lot will be modified by grading? Approx. 90%.
- e. State the range and depth of cuts and fills. Unknown.
- f. Explain the means that are being taken to control erosion. Standard erosion control and SWPPP standards.



3. Water, Air, Noise

- a. Is copy portion of the site within the 100-year floodplain? Is any portion of the site within the 500-year floodplain? No.
- b. What percent of the property will be covered by impervious surfaces?  
Unknown at this time.
- c. Describe means to dispose of storm drainage. Standard subdivision drainage system.
- d. Is the project in the vicinity of or will it affect a water shed or water supply such as an open reservoir, artesian well or spring? If so, describe. No.
- e. Could the project have a detrimental affect on water quality? If yes, explain. No.
- f. Will there be the possibility of the discharge of any metal or chemical, including oil or grease, into a sanitary sewer, storm drain, parking lot, street or waterway? No, standard LID measures to be included.
- g. State the length of time noisy machinery will be in use during the construction phase. To be determined.
- h. What measures are proposed to decrease the impact of construction noise on the surrounding area? To be determined.
- i. Estimate exterior noise levels in decibels that would be experienced after completion of the project. Describe noise sources. Low level residential noise generation.
- j. Estimate interior noise levels in decibels generated by exterior sources (e.g. traffic) that would be experienced after completion of the project.  
Typical 20 to 30 dB noise reduction for interior levels. No significant exterior sources exist.
- k. Could the project have an affect on air quality? If yes, explain.  
No.

4. Transportation (a detailed traffic study may be required.)

- a. State the projected number of vehicle trips per day and peak hour generated by the project according to vehicle type (car, truck, bus); (a vehicle moving to and from the site is defined as two trips.)  
See previous project environmental analysis.

|           | CAR | TRUCK/BUS |
|-----------|-----|-----------|
| Per Day   |     |           |
| Peak Hour |     |           |

- b. What are the morning and afternoon peak hours of traffic generation?

**5. Plants and Animals**

- a. Describe the existing vegetation. Vacant land with minimal vegetation
- 1) State the number and species of trees more than 6 inches in diameter that are planned to be removed to complete the project. Please show these trees on the site plan. See previous tree report.
- b. Are there any heritage trees on the site? See previous tree report.
- c. Are there any trees over 12 inches in diameter on the site? What species? See previous tree report.
- d. Explain the manner in which the project is integrated with existing trees, vegetation, creeks, terrain and other natural features of the property. No significant tree, vegetation, creek, terrain, or other natural features exist on the site.
- e. Explain the manner in which such features will/could be damaged. No damage is anticipated.
- f. Describe any wildlife on the site. See previous environmental analysis.
- g. Describe how wildlife could be affected by the project.

**6. Facilities**

- a. Sewer use: List the number of plumbing fixtures by type.  
Unknown at this time.

| Toilets | Sinks | Shower/Tubs | Other (specify) |
|---------|-------|-------------|-----------------|
|         |       |             |                 |

- b. Could the projected sewage effluent overload sewer capacity? Is project within water and sewer service areas? Sufficient capacity exists. Project is within City water and sewer service areas.
- c. Could the completion of this project require additional social service facilities, such as schools, childcare centers, parks, or senior citizens homes? Yes, these facilities have been planned as part of the Spring Lake Specific Plan.
- d. What is the distance and response time from the servicing fire station to the site? A fire station is planned within the project resulting in short response times.

**7. Aesthetics**

- a. What design characteristics have been incorporated into the project to help it harmonize with the existing neighborhood? Project will comply with the Spring Lake Design Guidelines.
- b. Would the completion of the project impair any existing views both from the site and off the site? No.

- c. Would the project have signs, outdoor storage areas, or similar features visible from within 600 feet of a freeway, arterial street, or right of way? Describe. How will features other than signs be screened? No.

**8. Other**

- a. Describe means being used to avoid inefficient and unnecessary consumption of energy. Project will be required to comply with State and local energy efficiency standards.
- b. Are there any existing structures on the property, which were constructed before 1940? If yes, describe. No.
- c. Does the site contain anything of known historical or archaeological significance? No.
- d. Would the proposed project necessitate the displacement of any residents? If yes, how many? No.
- e. What specific measures are proposed to safeguard against vandalism and other criminal activity? Project can participate in neighborhood watch and other programs in the SLSP community.
- f. Is site within existing city limits? Yes.  
Yes, temporary fill pile only,
- g. Are there 25% or greater slopes on the property? otherwise no.
- h. Is the site susceptible to landslides? (refer to Chapter 8 in the General Plan Background Report No.
- i. Is the site within an Airport Land Use plan? If yes, what airport plan(s) is it within and do restrictions affect the proposal? No.
- j. Is this site listed on California EPA's Hazardous site list. No.
- k. What is the farmland designation of the proposed site? (refer to Figure I-5 in the General Plan Background Report Class 3
- l. Is the site under agricultural contract? If yes, what is contract # and expiration date? No.

**III. Non-Residential Projects Only**

**1. Human Health**

- a. Could the project expose people to health hazards? No.
- b. Will any dust, gases or noxious materials be developed on the site? If so, describe. Temporary construction will include dust reduction measures.
- c. Will the project involve the application, use, or disposal of hazardous materials? If yes, explain. No.

2. Noise

- a. Estimate peak noise level in DBA from the completed project and give time of day expected. Normal residential noise levels, dBA unknown.
- b. List significant on-site noise sources. None.
- c. Is any equipment to be operated during evening hours? If so, what kind? No.
- d. List measures to be incorporated into the project to mitigate noise from the completed project. Temporary construction will include noise reduction measures.

3. Waste Materials

- a. Will the project generate significant solid or liquid wastes? If so, state type and quantity. No. Typical residential wastes.
- b. Will any attempt be made to recycle waste materials? Yes, City recycle programs.

IV. Environmental Analysis

1. Are the following items applicable to the project or its effects? Discuss at end all items checked yes or maybe (attach additional sheets as necessary).

|                          | Yes                      | Maybe                    | No |    |                                                                                                              |
|--------------------------|--------------------------|--------------------------|----|----|--------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | A. | Change in existing features of any lakes, reservoirs or hills, or substantial alteration of ground contours. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | B. | Change in scenic views or vistas from existing residential areas or public lands or roads.                   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | C. | Change in character of general area of project.                                                              |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | D. | Produce or involve large amounts of solid waste or litter.                                                   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | E. | Disrupt or adversely affect a historic or archaeological site.                                               |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | F. | Change in dust, ash, smoke, fumes or odors in vicinity.                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | G. | Change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | H. | Substantial change in existing noise or vibration levels in the vicinity.                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | I. | Site on filled land or on slope of 10 percent or more.                                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | J. | Use or disposal of potentially hazardous material such as toxic substances, flammable or explosives.         |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | K. | Substantial change in demand for public services (police, fire, water, sewage, schools, etc).                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | L. | Substantially increase fuel or energy consumption (electricity, oil, natural gas, etc.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | M. | Relationship to a larger project or series of projects.                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X  | N. | Substantially diminish habitat for fish, wildlife or plants.                                                 |

2. Attach photographs that provide thorough coverage of the site. Include photographs of the surrounding properties to illustrate type(s) of land use and intensity of development. Snapshots or Polaroid® photos will be accepted. To be provided at a later date.
3. Provide site plan showing buildings, parking, landscaped areas, easements, adjacent streets, driveways, paved areas, public and private utilities and other distinguishing characteristics of the site. The site plan must be accurately drawn to an appropriate scale to adequately depict the required information. All features or structures shown should be accurately labeled. Failure to properly reflect existing and proposed conditions may result in rejection of the initial statement and delay in the processing of the application.  
See proposed Tentative Subdivision Map.
4. Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

3-13-13

Date



Signature

Bruce Walters,  
Walters Land Planning

For

Revised by Community Development Staff

DATE:

(Name -- print)

(Signature)

Materials that will assist you answer questions include: The City General Plan, Flood Zone Maps, Assessor Parcel Books, and Zoning Map.



# Chicago Title Company

11870 Pierce Street, #100  
Riverside, CA 92505  
(951) 710-5800

## Title Department:

Chicago Title Company  
Attn: Kelly McDole  
Email: [McDoleK@CTT.com](mailto:McDoleK@CTT.com)  
Phone: (909) 381-6751  
Fax: (909) 384-7981  
Order No.: 910091595-K26

## Escrow Department:

OneWest Bank, FSB  
2450 Broadway, Suite 500  
Santa Monica, CA 90404  
Attn: Nicholas Harnsberger  
Email: [nicholas.harnsberger@owb.com](mailto:nicholas.harnsberger@owb.com)  
Phone: (310) 449-2227  
Fax: (866) 483-9593

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## 8TH AMENDED PRELIMINARY REPORT

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Property Address: Vacant, Woodland CA

Dated as of: March 30, 2012 at 7:30 am

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said Policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company

***Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

## SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

2. Title to said estate or interest at the date hereof is vested in:

IMV 6 SPR LAKE LLC, a California limited liability company

3. The land referred to in this report is situated in the State of California, County of Yolo and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

## LEGAL DESCRIPTION

### PARCEL 1:

A PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B. & M., OF THAT CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED NOVEMBER 9, 2005, AS DOCUMENT [NO. 2005-0056195-00](#), OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, MARKED BY A 1-1/2" IRON PIPE;

THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, NORTH 01° 02' 05" EAST, 1,424.14 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID LINE, NORTH 01° 02' 05" EAST, 428.63 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 88° 49' 15" WEST, 164.89 FEET;

THENCE NORTH 00° 59' 32" EAST, 25.82 FEET;

THENCE NORTH 88° 51' 32" WEST, 2,213.70 FEET;

THENCE NORTH 00° 21' 43" EAST, 230.72 FEET;

THENCE NORTH 85° 48' 29" WEST, 248.05 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 101 AS SHOWN ON SAID MAP;

THENCE ON SAID WEST LINE, SOUTH 00° 21' 30" WEST, 699.13 FEET;

THENCE SOUTH 88° 52' 20" EAST, 2,620.74 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT [NO. 2011-0014841-00](#) OF OFFICIAL RECORDS.

### PARCEL 2:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E. M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3 THAT BEARS NORTH 1 DEGREES, 08' 34" EAST, 1,015.18 FEET FROM THE SOUTH QUARTER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN [BOOK 9 OF MAPS AND SURVEYS, PAGE 20](#), YOLO COUNTY RECORDS;

THENCE FROM SAID POINT OF BEGINNING, NORTH 88 DEGREES, 46' 00" WEST, 2,615.66 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101;



## LEGAL DESCRIPTION

(continued)

THENCE ALONG THE WEST LINE OF SAID COUNTY ROAD, NORTH 0 DEGREES, 27' 50" EAST, 409.00 FEET;

THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES, 46' 00" EAST, 2,620.51 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3;

THENCE ALONG SAID EAST LINE, SOUTH 1 DEGREES, 08' 34" WEST, 408.96 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT [NO. 2011-0014841-00](#) OF OFFICIAL RECORDS.

### PARCEL 3:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THAT BEARS NORTH 1 DEGREE 08' 34" EAST, 1,015.18 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN [BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20](#), YOLO COUNTY RECORDS;

THENCE FROM SAID POINT OF BEGINNING, SOUTH 1 DEGREE 08' 34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 409.73 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO VIVIAN C. HUTTMAN, BY DEED DATED SEPTEMBER 10, 1962, RECORDED JANUARY 2, 1963 IN [BOOK 698, OF OFFICIAL RECORDS, AT PAGE 516](#);

THENCE ALONG THE NORTH LINE OF SAID HUTTMAN PROPERTY, NORTH 88 DEGREES 46' 00" WEST, 2,610.81 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101;

THENCE ALONG THE WEST LINE OF COUNTY ROAD NO. 101, NORTH 0 DEGREES 27' 50" EAST, 409.77 FEET;

THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46' 00" EAST, 2,615.66 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT [NO. 2011-0014841-00](#) OF OFFICIAL RECORDS.

### PARCEL 4:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T9N. R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION**

(continued)

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2, OF THAT CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED SEPTEMBER 27, 2007, AS DOCUMENT [NO. 2007-0033700-00](#), OFFICIAL RECORDS, SAID CORNER BEING ON THE SOUTHERLY LINE OF SECTION 3;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SECTION 3, NORTH 88° 53' 12" WEST, 1,510.01 FEET;

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) ALONG THE ARC OF A 800.50 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 7° 55' 51", A DISTANCE OF 110.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 23° 54' 41" EAST, 110.71 FEET;
- 2) NORTH 14° 22' 02" WEST, 63.92 FEET;
- 3) NORTH 56° 49' 10" WEST, 386.64 FEET;
- 4) SOUTH 43° 43' 18" WEST, 89.68 FEET;
- 5) SOUTH 35° 45' 59" WEST, 49.20 FEET;
- 6) SOUTH 19° 25' 43" WEST, 49.13 FEET;
- 7) SOUTH 02° 52' 52" WEST, 50.97 FEET;
- 8) SOUTH 02° 26' 14" EAST, 54.99 FEET;
- 9) SOUTH 00° 03' 55" EAST, 55.00 FEET;
- 10) SOUTH 00° 13' 01" WEST, 55.00 FEET, TO A POINT ON SAID SOUTHERLY LINE OF SECTION 3;
- 11) THENCE ALONG SAID SOUTHERLY LINE OF SECTION 3 NORTH 88° 53' 12" WEST, 376.14 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 101;
- 12) ALONG SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 101 NORTH 00° 18' 51" EAST, 208.71 FEET;
- 13) THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY NORTH 88° 53' 12" WEST, 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 101;
- 14) ALONG SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 101, NORTH 00° 18' 51" EAST, 396.80 FEET;
- 15) THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY SOUTH 88° 53' 12" EAST, 2,609.88 FEET;
- 16) SOUTH 01° 02' 05" WEST, 440.46 FEET;
- 17) NORTH 88° 53' 12" WEST, 264.00 FEET;
- 18) SOUTH 01° 02' 06" WEST, 165.00 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT [NO. 2011-0014841-00](#) OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

## Legislation Text

12.

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**File #: 14-729, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Adopt Resolution accepting Public Improvements and Authorizing the City Clerk to file the Notice of Completion for Subdivision No. 5004 (Parkview)**

Recommendation for Action: Staff recommends that the City Council adopt resolution No. \_\_\_\_\_, to accept the public improvements constructed by Subdivision Map 5004; and authorize the City Clerk to file the Notice of Completion.

**Staff Contact**

Bruce D. Pollard, (530) 661-5820, [bruce.pollard@cityofwoodland.org](mailto:bruce.pollard@cityofwoodland.org)

**Fiscal Impact**

There is no impact to the City budget other than future operation and maintenance costs. All infrastructure improvements to serve the subdivision were paid for by the developer and SLSP owners overall; in-tract infrastructure costs were paid by the developer and the developer participates in all funding mechanisms for backbone infrastructure construction including the bond district and the Spring Lake Infrastructure Fee program. The owners participate in the Spring Lake Landscape & Lighting District as well as a Community Facilities District for operation and maintenance of the Community Center & Sports Park.

The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets for accounting purposes and financial reports. The total cost of public infrastructure the City will acquire with Parkview Subdivision is estimated to be \$2,700,000. New streets infrastructure is valued at approximately \$1,250,000; storm drain infrastructure is valued at approximately \$200,000; sanitary sewer infrastructure is valued at approximately \$400,000; and water facilities are valued at approximately \$ 400,000.

**Background**

Parkview is a 16.22 acre subdivision of 108 single-family homes in the Spring Lake Specific Plan area. The subdivision is bounded by Jack Slaven Park to the north, Mickle Avenue to the West, and Heritage Parkway to the South. City Council approved a tentative map (#5004) and development agreement for the project on March 19, 2013. State law (Subdivision Map Act) and City Municipal Code (Chapter 21) requires that at time of final map approval the developer enter into an agreement and provide securities ensuring construction of infrastructure required to serve the new lots. The final map for the project, which created “for sale” lots, was approved by City Council on July 16, 2013. The City and the developer entered into an improvement

agreement and the developer provided securities at that time for construction of the public improvements.

Taylor Morrison of California has completed the infrastructure improvements to the satisfaction of the City Engineer, the Public Works and Community Development departments. Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items initiating release of the developer's performance and payment securities for these improvements. The developer has provided a warranty security to correct any defects identified during the warranty timeframe of one year following the filing of the Notice of Completion.

### **Discussion**

This is the standard practice for obtaining infrastructure improvements for new subdivisions. The final map dedicated streets and public utility easements to the City. The work is designed to City Standard Specifications and the improvements are inspected by the City during construction.

### **Conclusion**

Staff recommends that the City Council adopt resolution No. \_\_\_\_\_, to accept the public improvements constructed by Subdivision Map 5004; and authorize the City Clerk to file the Notice of Completion.

Prepared by: Bruce D. Pollard, Senior Civil Engineer

Reviewed by: Brent Meyer, City Engineer  
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution  
Attachment B - Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
ACCEPTING IMPROVEMENTS RELATED TO SUBDIVISION 5004, PARKVIEW.**

**WHEREAS**, on July 16, 2013, the City Council approved the final map for Subdivision No. 5004 (Parkview Subdivision), which created 108 single-family lots in the Spring Lake Specific Plan (“Map”); and

**WHEREAS**, the conditions of approval for the Map required the subdivider, Taylor Morrison of California, to enter into a subdivision improvement agreement calling for the construction of infrastructure necessary to serve the development permitted by the Map (collectively, the “Improvements”), and furnish a bond or other security to ensure the timely completion of the Improvements; and

**WHEREAS**, Taylor Morrison of California has completed the Improvements; and

**WHEREAS**, the Subdivision Map Act and the Woodland Municipal Code require the City to accept subdivision improvements which have been completed; and

**WHEREAS**, Taylor Morrison of California has requested that the City accept the Improvements for the development;

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** The City Council hereby accepts those Improvements constructed for Subdivision 5004 (Parkview) as shown on the 22 sheet civil improvement plans entitled, “Improvement Plans for Parkview Subdivision #5004” and approved by the City Engineer July 19, 2013; and on the 16 sheet landscaping plans entitled, “Landscape Improvement Plans for Parkview Subdivision # 5004” and approved by the City Engineer July 19, 2013.

**SECTION 2.** The City Council hereby authorizes the City Clerk to file the Notice of Completion for Subdivision No. 5004 (Parkview).

**SECTION 3.** Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of Taylor Morrison of California or any other entity, under the conditions of approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

**SECTION 4.** The adoption of this resolution shall not be deemed to cure any breach by Taylor Morrison of California or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

**PASSED AND ADOPTED** this 5<sup>th</sup> of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tom Stallard, Mayor

**ATTEST:**

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Ana Gonzalez, City Clerk

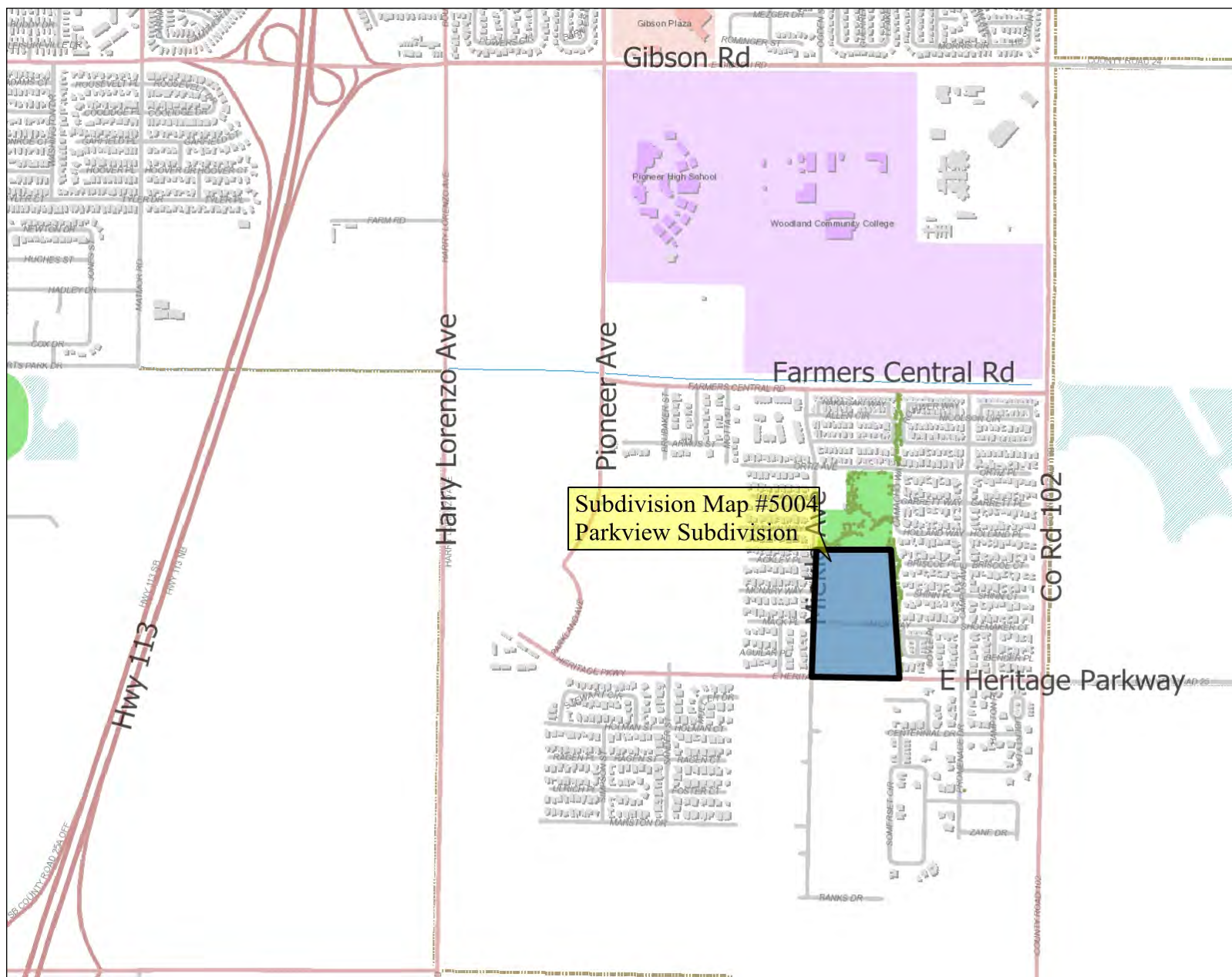
**APPROVED AS TO FORM:**

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Kara Ueda, City Attorney



# City of Woodland



## Legend

- Heritage\_Oaks\_3
- Park\_Trees\_3
  - 51 +; 41 to 50; 31 to 40
  - 21 to 30; 11 to 20; 0 to 10
- Railroads\_3
- Roads\_3
  - Freeway Ramp
  - Freeway
  - Major Street
  - Minor Street
- City\_Boundary\_3
- Water\_Course\_3
- Yolo\_Roads\_3
  - Limited Access Highway
  - Primary Road
  - Secondary Street
  - Freeway Ramp
  - Local Street
- Buildings\_3
  - Government
  - Hospital
  - Retail
  - School
- Footprints\_3
- Building\_Shadow\_3
- Pond\_3
- Parks\_3
  - <all other values>
  - Cemetery
  - Park
- Parking\_Lots\_3

1: 15,517



0.5 0 0.24 0.5 Miles

NAD\_1983\_StatePlane\_California\_II\_FIPS\_0402\_Feet  
© City of Woodland 2013

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

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





## Legislation Text

13.

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**File #: 14-712, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Approval of Pak Improvements to be funded through Housing Related Parks Program Grant**

**Recommendation for Action:** Staff recommends that the City Council approve the specific capital improvement projects proposed to be funded through a pending State Housing-Related Parks Program grant. These projects are located at Christiansen, City, Everman, and Campbell Parks.

**Staff Contact**

Dan Sokolow, Senior Planner - (530) 661-5927

**Fiscal Impact**

None.

**Background**

State Housing Related Parks Program (HRPP) funding of approximately \$35 million is available for the 2014 designated program year (DPY) of January 1, 2010 - December 31, 2014. The City is eligible for the non-competitive grant funds provided that the following thresholds are achieved: housing element compliance, submittal of annual progress report on implementation of the housing element, and the permitting of new residential units for lower-income households and/or the substantial rehabilitation of residential units for lower-income households during the DPY. The City meets all of the thresholds as the State found the City's 2013 Housing Element update in compliance on November 7, 2013, the State received the City's annual progress reports for calendar year 2012, and the City permitted 61 new lower-income units at the Mutual Housing at Spring Lake residential project in 2013 and the rehabilitation of the Cherry Glen apartment complex in 2013. The rehabilitation of Cherry Glen which includes 43 lower-income units was completed in 2013.

Staff estimates that the City is eligible for \$275,000 to 527,000 in HRPP grant funds. In the event that the 2014 HRPP funds are oversubscribed, the grant awards will be reduced on a pro-rata basis.

The State will notify cities and counties of their HRPP grant awards no earlier than June of this year. The higher end of the range assumes that both of the City's housing projects (Mutual Housing new construction and Cherry Glen rehabilitation) are eligible and the City receives most of the available HRPP bonus awards. The Disadvantaged Community bonus is worth up to \$122,500 for the two projects and requires the City to use the HRPP grant funds at park facilities located in low-moderate income census tracts or blocks. A low-moderate income census tract or block is an area in which at least 51 percent of the residents within the tract or block

have incomes no greater than 80 percent of median household income. The five park facilities identified in the City's grant application (Christiansen Park, Clark Field, City Park, Everman Park, and Campbell Park) are the only City park facilities located in low-moderate income census tracts or blocks.

The State awarded the City HRPP funds in 2014 (\$137,775) and 2012 (\$97,775). The 2014 funds will be used for the replacement of the large and small play structures at City Park. For the 2012 grant, the funds were used for the irrigation, landscaping, and walkway improvements completed in 2013 at Freeman Park.

## **Discussion**

The park facilities listed in the City's HRPP grant application are not located within existing landscaping and lighting maintenance district. As a result, their operational and capital improvement costs are mostly dependent on the general fund. There is limited general fund support of capital improvements at these parks. As a result, staff focused its efforts on improvements to address existing needs. Staff was particularly interested in replacing restroom facilities because of the age/conditions of the facilities and the limited or nonexistent opportunities to obtain funds for this purpose. Having restrooms that meet current standards and are ADA-compliant can be as important to park users as the recreational features available at the City's parks.

Two scenarios have been developed for the park improvements funded through the HRPP grant. These scenarios are addressed in the staff recommendation. The following list provides detailed information on the proposed projects. It is anticipated that the projects will be completed over a two-year period with Public Works staff managing implementation of the improvements.

### **Christiansen Park**

- Install shade structure (\$45,000 cost estimate) - A shade structure will be installed in an existing picnic area. The cost includes the replacement of an existing concrete slab.

### **City Park**

- Replace restroom facility (\$130,000 cost estimate) - The existing restroom/park maintenance building will be demolished to accommodate a pre-fabricated restroom building. (In the future, the City may install a shed to store park maintenance equipment.)
- Install shade structure (\$25,000 cost estimate) - A shade structure will be installed in an existing picnic area.
- Re-surface tennis courts (\$15,000 cost estimate) - The existing tennis courts will be resurfaced.

### **Everman Park**

- Replace restroom facility (\$130,000 cost estimate) - A pre-fabricated restroom building will be installed near the entrance to Everman Park at the corner of Cottage Drive and Sixth Street. The existing restrooms will be closed off and eventually used for park maintenance storage.
- Install new playground equipment for tot lot (\$25,000 cost estimate) - The existing playground equipment for the tot lot will be replaced with new equipment.
- Resurface basketball court (\$12,000 cost estimate) - The existing basketball court area will be resurfaced.

### **Campbell Park**

- Replace restroom facility (\$130,000 cost estimate) - The existing restroom building will be demolished

to accommodate a pre-fabricated restroom building.

- Resurface basketball court (\$25,000 cost estimate) - The existing basketball court area will be resurfaced. The cost includes the reconstruction of the existing concrete pad.

### **Commission/Committee Recommendation**

On April 27, 2015 the Parks and Recreation Commission discussed and reviewed staff's recommendation for projects to fund through the HRPP grant. The Commission voted 6-0 to support staff's recommendation. On March 23, 2015 staff met with the Parks and Recreation Playground and Facilities Subcommittee to review and discuss staff's recommendation for projects to fund with the HRPP grant. The Subcommittee supported staff's recommendation.

### **Conclusion**

Staff recommends that the City Council support staff's recommendation to fund the following improvements at Christiansen, City, Everman, and Campbell Parks. These improvements would be funded through a Housing Related Parks Program grant submitted by the City in February.

#### **Scenario #1** (based on grant award of approximately \$300,000):

- Replace restroom facility (City Park)
- Replace restroom facility and install new play equipment for tot lot (Everman Park)
- Resurface basketball court (Campbell Park)

#### **Scenario #2** (based on grant award of approximately \$500,000):

- Install shade structure (Christiansen Park)
- Replace restroom facility, install shade structure, and re-surface tennis courts (City Park)
- Replace restroom facility, install new play equipment for tot lot, and resurface basketball court (Everman Park)
- Replace restroom facility and resurface basketball court (Campbell Park)

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, Community Services Director



Paul Navazio, City Manager



## Legislation Text

14.

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**File #: 14-736, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Enable Woodland Property Owners to participate in the California HERO PACE Program**

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, consenting to the inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure and approving an amendment to the related Joint Powers Agreement.

**Staff Contact**

Roberta Childers, Environmental Resource Analyst  
666-2060; roberta.childers@cityofwoodland.org

**Council Goal**

This recommendation is consistent with the City's goals for environmental sustainability.

**Fiscal Impact**

There is no cost to the City associated with the recommended action.

**Background**

The City's Preliminary 2020 Climate Action Plan (CAP), adopted in July 2014, outlines a program of actions for reducing community-wide greenhouse gas (GHG) emissions by 15% by 2020, with almost half of this target to be achieved through energy efficiency improvements and renewable energy projects. Increased water-use efficiency is also a component of the CAP goals and is critical to meeting state water conservation mandates. The City can support community efforts to make these improvements by expanding the financing options available to local property owners for energy upgrade, renewable energy, and water-use efficiency projects. Assembly Bill (AB) 811 (2008) and AB 474 (2009) paved the way for such options through a mechanism that has come to be known as property assessed clean energy (PACE) financing.

AB 811 and AB 474 amended Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code

to authorize a legislative body to designate an area (i.e., an assessment district) within which property owners may voluntarily enter into contractual assessments to finance the installation of renewable energy, energy efficiency, and water conservation improvements that are permanently fixed to their real property. Property owners who wish to participate in a PACE program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes. With PACE financing, there is little or no up-front cost to the property owner. A major advantage of this method of financing is that under Chapter 29, a voluntary contractual assessment-and, therefore, the payment obligation-stays with the property upon transfer of ownership. (Certain residential conforming mortgage providers, however, will require the assessment to be paid off at the time the property is refinanced or sold - see "Federal Housing Finance Agency, Fannie Mae, and Freddie Mac" below for more information.)

PACE financing presents a substantial opportunity to stimulate construction and building activity, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

Yolo County and the Cities of Davis, West Sacramento, Winters, and Woodland have worked together for several years to make PACE programs available in our communities. In 2010, the local jurisdictions joined CaliforniaFirst, a PACE financing program of the California Statewide Communities Development Authority (CSCDA), a joint powers authority (JPA) co-sponsored by the California State Association of Counties and the League of California Cities. In 2013, Yolo County and the four cities worked with Ygrene Energy Fund to establish a second local PACE program, Clean Energy Yolo.

## **Discussion**

### **California HERO Program**

The California HERO Program (HERO) is a turn-key PACE financing program that was launched in Western Riverside County in 2011. After the program proved successful there, it was expanded to other California cities and counties and is now available in 244 communities. It has funded more than 25,000 projects and provided \$491 million in financing, reportedly resulting in an estimated 52,000 tons of carbon dioxide (CO<sub>2</sub>) reduction and \$27 million in utility bill savings.

HERO allows property owners in participating cities and counties to finance renewable energy, energy efficiency, and water efficiency improvements and electric vehicle charging infrastructure on their properties with financing provided through the issuance of bonds by the Western Riverside Council of Governments (WRCOG) JPA. The bonds are secured by voluntary contractual assessments levied on the properties of the participating owners, who agree to repay the amounts borrowed through the assessments collected together with their property taxes. Improvements and properties must meet eligibility criteria in order to qualify for financing. This financing is available for both residential and non-residential properties.

All program and assessment administration, bond issuance, and bond administration functions are handled by HERO. Little City staff time should be needed for participation in the program.

To make the program available to community members, jurisdictions need only adopt the form of resolution accompanying this staff report, with the attached amendment to the joint exercise of powers agreement related to the HERO program.

Federal Housing Finance Agency, Fannie Mae, and Freddie Mac

As described in relation to the CaliforniaFirst and Ygrene PACE programs previously presented to the City Council, the Federal Housing Finance Agency (FHFA) has ongoing issues with residential PACE programs. FHFA's primary objection is that PACE financing, as a local assessment, is superior to Fannie Mae and Freddie Mac's mortgage interests. FHFA has directed Fannie Mae and Freddie Mac not to purchase original loans or refinance loans secured by properties that have a first lien PACE obligation attached and has directed them to tighten underwriting standards for borrowers in PACE jurisdictions.

However, FHFA to date has not imposed additional lending restrictions in residential PACE districts; ongoing programs have not experienced adverse consequences related to FHFA's position; and PACE programs, including HERO, have developed underwriting standards and disclosures designed to address the risks to borrowers related to residential PACE financing. In addition, in 2013, Governor Brown created a PACE Loss Reserve Program. The program, authorized by Senate Bill 96 (2013), is designed to address FHFA's concerns by making first mortgage lenders whole for any losses in a foreclosure or a forced sale that are attributable to a PACE loan. Like CaliforniaFirst and Ygrene, HERO discloses these circumstances to prospective participants so they may weigh the risks to borrowers associated with FHFA's policy.

#### **HERO and Yolo County**

In fall 2014, HERO representatives approached the cities and county about joining the HERO program and gave a presentation to staff that included a summary of the program's scope and a demonstration of the data tracking tools used by participating municipalities. Available data include number of projects, amounts financed, amounts of energy and water saved, savings on utility bills, calculated CO<sub>2</sub> reductions, specific property addresses and project types, contractors performing the work, and other information. Weekly, monthly, quarterly or annual reports can be requested.

Staff from the five jurisdictions conferred and agreed to recommend adding HERO as a third option for residential and business property owners interested in PACE financing for energy and water efficiency upgrade projects. The consensus was that the benefits of increased competition among PACE programs, the HERO program's data availability, and the program's performance outweigh any potential drawbacks of market saturation.

The proposed resolution attached to this staff report would add the City of Woodland as an Associate Member to the WRCOG JPA in order to enable HERO to be offered to the owners of properties located within the City who wish to participate in the program. Yolo County and the other cities have already taken action or are concurrently taking action on this same resolution for their jurisdictions.

#### **Commission/Committee Recommendation**

Participation in the California HERO Program was discussed at the February and March Sustainability Committee meetings. No concerns about program participation were raised.

#### **Conclusion**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, consenting to the inclusion of properties within the City's jurisdiction in the California HERO Program to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure and

approving an amendment to the related Joint Powers Agreement.

Prepared by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment: Resolution and attached WRCOG JPA amendment



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,  
CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES  
WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO  
PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE  
ENERGY SOURCES, ENERGY AND WATER EFFICIENCY  
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING  
INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A  
CERTAIN JOINT POWERS AGREEMENT RELATED THERETO**

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Woodland (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Woodland as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority

and the City, a copy of which is attached as Exhibit “A” hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Tom Stallard, Mayor

APPROVED AS TO FORM:

---

Kara K. Ueda, City Attorney

ATTEST:

---

Ana Gonzalez, City Clerk

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
ADDING CITY OF WOODLAND  
AS AN ASSOCIATE MEMBER OF THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
TO PERMIT THE PROVISION OF PROPERTY ASSESSED  
CLEAN ENERGY (PACE) PROGRAM SERVICES WITH  
SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by City of Woodland (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

## MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

### A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights, obligations and liabilities of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA. Additionally, the City shall not be responsible for the payment any fees, costs and charges under the JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

### B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make

contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

#### C. **Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, if there is outstanding indebtedness of Authority within City no such withdrawal shall affect the Authority's ability to levy assessments on outstanding voluntary assessment contracts. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) days' written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment,

including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

City:

City of Woodland  
300 First Street  
Woodland, CA 95695  
Att: City Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**



WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

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

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

Executive Committee Chair

Western Riverside Council of Governments

CITY OF WOODLAND

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

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

Title: \_\_\_\_\_



## Legislation Text

15.

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**File #: 14-737, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Water Conservation and Drought Planning Update**

Recommendation for Action: Staff recommends that the City Council receive an informational presentation on water conservation and drought planning.

**Staff Contact**

Dawn Calciano, Water Conservation Coordinator  
661-2067, dawn.calciano@cityofwoodland.org

**Background**

On July 15, 2014, the State Water Resources Control Board (State Water Board) adopted an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) that imposed certain restrictions on all water users and urban water suppliers. In response, the City Council on August 19, 2014, invoked a Stage One, Water Alert with additional requirements to comply with the State Water Board mandate.

On March 17, 2015, the State Water Board voted to extend the Emergency Regulation with added restrictions. City staff prepared a recommended approach for compliance. However, on April 1, before this recommendation could be presented to the City Council for adoption, Governor Brown issued an executive order calling for greater restrictions, including a 25% statewide reduction in urban water use compared to 2013 levels. The State Water Board staff issued a draft regulatory framework for meeting the Governor's mandate, then on April 18 issued draft revisions of the Emergency Regulation.

On April 28, 2015, the State Water Board staff issued a final version of its recommended revisions of the Emergency Regulation for consideration by the State Water Board at its May 5-6 meeting.

**Discussion**

At the time this staff report was prepared, the State Water Board had not adopted a final revised Emergency Regulation. The final version is scheduled for adoption at the State Water Board's May 5-6 meeting. Staff intends to present a recommended approach for the City to meet the adopted state requirements at the May 19 City Council meeting. Based on information presented by the State Water Board through the month of April, staff anticipates recommending adoption of a Stage Two, Water Warning, with modifications intended to align

the requirements with those of the Emergency Regulation.

At this time, staff has prepared this informational update on water conservation requirements and how Woodland has met these requirements. The attachments to this report were prepared to assist the City Council and community in understanding the various water conservation numbers being used in different discussions and the current and anticipated water use restrictions. Staff will also provide an update on the request for proposals being developed for a water conservation portal software.

### **Conclusion**

Staff recommends that the City Council receive an informational presentation on water conservation and drought planning.

Prepared by: Dawn Calciano, Water Conservation Coordinator

Reviewed by: Gregor G. Meyer, Public Works Director

A handwritten signature in dark ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachments: Explanation of Water Conservation Terms and Numbers  
Current and Anticipated Water Conservation Regulations

## Attachment 1 - Explanation of Water Conservation Terms and Numbers

| Term                                        | Definition                                                                       | Use                                                                                                                                                                               |
|---------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Total potable water production              | Gallons of drinking level-quality water pumped each month.                       | Used by the State Board to compare total production on a monthly basis to the same month in 2013. This gives our percent reduction for total potable water production that month. |
| Gallons per capita day (gpcd)               | Gallons of potable water use in all sectors, divided by population.              | Reported monthly to the State Board. Most common comparison used throughout California. (Jurisdictions with wet industries have higher gpcd numbers).                             |
| Residential gallons per capita day (r-gpcd) | Gallons of potable water pumped for residential use only, divided by population. | July – Sept. average used by the state to set Governor's reduction goals for his April 1 Emergency Order. Also reported monthly to State Board.                                   |

| Major Water Conservation Regulations                                   | Time Frame                                                                                                                                                    | Main Requirement                                                                                                                                                                                |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Water Conservation Act of 2009 – SBx7-7 (20% by 2020)              | Must report 2015 interim reduction in our 2015 Urban Water Management Plan update. Must report 2020 reduction in the 2020 Urban Water Management Plan update. | Requires water agencies to reduce 20% from a ten-year baseline average (for Woodland this is 1995-2004). Eligibility for state grants and loans will be based on meeting our target reductions. |
| 2014 State Board Emergency Regulation for Water Conservation           | August 2014, expiring April 25, 2015                                                                                                                          | Requires a reduction in irrigation use. Woodland declared a Stage One, Water Alert.                                                                                                             |
| 2015 State Board Update of Emergency Regulation for Water Conservation | June 2015 to February 2016                                                                                                                                    | Requires a 24% reduction in water use for Woodland. Compares monthly water use from June 2015 - Feb. 2016 to the same month in 2013.                                                            |

### Woodland's Reductions (Total Potable Water Production)

| Water Use Time Frame                                                                                                                                                            | Reduction | 2015 State Mandate |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| 2014 total annual water use reduction from 1995-2004 baseline (20% by 2020 required by SBx7-7). The State will use our 2015 annual water use reduction to determine compliance. | >20%      |                    |
| 2014 total annual water use reduction from 2013                                                                                                                                 | 18%       |                    |
| Reduction from most recent June - Feb. time period (June 2014 - Feb. 2015). (Governor's time frame for the 25% statewide reduction).                                            | 16%       | 24%                |

## Attachment 2 - Current and Anticipated Water Conservation Regulations

| Prohibitions                                                                                                                                                                                         | Current<br>City Stage<br>One Water<br>Alert | 2015<br>Amended<br>Emergency<br>Regulation<br>(Expected) | Anticipated plan to meet the new requirements                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Specified percent reduction in water use from June - Feb. compared to 2013.                                                                                                                          |                                             | X                                                        | Implement a Stage Two, Water Warning, which calls for a 25% reduction in water use.                                                                                                                  |
| Must report the number of days that outdoor irrigation is allowed.                                                                                                                                   |                                             | X                                                        | Limit outdoor irrigation to three days per week and between the hours of 6 p.m. and 10 a.m. Drip irrigation is exempt.                                                                               |
| No application of water to landscapes during and up to 48 hours after measureable rainfall.                                                                                                          |                                             | X                                                        | Add this restriction to the Stage Two, Water Warning. Define measureable rainfall as ¼ inch.                                                                                                         |
| Irrigation of ornamental turf in street medians prohibited.                                                                                                                                          |                                             | X                                                        | Add this restriction to the Stage Two, Water Warning.                                                                                                                                                |
| The irrigation of landscapes outside of newly constructed homes and buildings must be consistent with regulations or other requirements established by the California Building Standards Commission. |                                             | X                                                        | Modify the Stage Two, Water Warning requirement that “new or expanded landscaping be limited to drought tolerant, trees, shrubs, and ground cover...” to match the wording of the State prohibition. |
| Must show reductions in commercial, industrial, and institutional water use.                                                                                                                         |                                             | X                                                        | The Stage Two, Water Warning requires a 40% reduction in landscape water use for non-residential users.                                                                                              |
| Hotels and motels must give guests the option to not have towels and linens laundered daily and provide notification in each room.                                                                   |                                             | X                                                        | Modify the Stage Two, Water Warning to match the State restriction.                                                                                                                                  |
| Do not “hose down” hardscape surfaces.                                                                                                                                                               | X                                           | X                                                        | Modify the Stage Two, Water Warning by removing the restriction on use of water to clean buildings. This will align restrictions regarding hardscape with the State’s restrictions.                  |
| Do not allow water to run to waste.                                                                                                                                                                  | X                                           | X                                                        |                                                                                                                                                                                                      |
| Do not operate or refill fountains or other water features.                                                                                                                                          | X                                           | X                                                        |                                                                                                                                                                                                      |
| All water hoses must be equipped with a shut-off nozzle.                                                                                                                                             | X                                           | X                                                        |                                                                                                                                                                                                      |
| Restaurants shall serve water only upon request.                                                                                                                                                     | X                                           | X                                                        |                                                                                                                                                                                                      |

## Legislation Text

16.

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**File #:** 14-699, **Version:** 1

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**TO:** THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** May 5, 2015**SUBJECT:** Review of Development Impact Fee Program

Recommendation for Action: Staff recommends that the City Council receive this informational item related to the City's Development Impact Fee Program.

**Staff Contact**

Lynn Johnson, Senior Management Analyst - 530-661-5979, [lynn.johnson@cityofwoodland.org](mailto:lynn.johnson@cityofwoodland.org)

**Fiscal Impact**

Development Impact Fees are collected on all new residential, commercial and industrial development as allowed in California under the 1987 approved, AB1600. The development impact fees are established through a Fee Nexus Study and are adopted for Woodland as the Major Projects Financing Plan (MPFP). Fees collected from new development are used to fund specific projects outlined in the MPFP which provide the infrastructure that supports the new development.

**Background**

The City of Woodland adopted its first MPFP in 1991 with updated studies prepared in 1994, 1998, 2002, 2005, 2006, and most recently in 2008. Since 2008, we have increased our fees annually, January 1<sup>st</sup> by the Construction Cost Index (CCI) as allowed under our adopting Resolution. A comprehensive development fee program update is well-overdue.

In simple terms, Development Impact Fees are calculated based on the projected amount of future development and the cost of capital infrastructure improvements needed to support the planned growth. State law (AB1600) requires that a nexus study be conducted to proportionally allocate costs for new capital improvements a) between new development and existing development, and b) across the range of general plan-designated land uses, in relation to their respective demand for new infrastructure facilities. It is the statutory authority provided by AB1600 that allows local jurisdictions to establish a development impact fee program.

The city's impact fees, last updated in 2008, assume development through 2020 consistent with full build-out of our adopted General Plan. Fees are collected for each infrastructure category: General City, Fire, Library, Police, Wastewater, Water, Surface Water, Roads, Parks, and Storm Drainage. The current impact fee burden for a single-family residence is \$22,624 for homes outside of the Spring Lake Specific Plan, and \$19,471 for homes within Spring Lake (exclusive of Storm Drainage and Surface Water fees).

Below is a 10-year MPFP Fee History for a Single-Family home in Spring Lake:

|      |    |        |
|------|----|--------|
| 2004 | \$ | 9,963  |
| 2005 | \$ | 24,365 |
| 2006 | \$ | 27,376 |
| 2008 | \$ | 19,168 |
| 2015 | \$ | 19,471 |

The above fees do not include storm drainage (not paid in SL) or surface water which was authorized in 2011.

In 2007, the City began the annual update process to the fee program however about the time the draft fees were ready for adoption, the economy began its downward spiral. The Spring Lake developers and builders expressed their concerns about the total development fee burden imposed on them by a combination of the Spring Lake Infrastructure Fees (SLIF) and the MPFP fees. A task force of City staff and consultants was appointed to refine the City's long range capital improvement projects and seek alternatives to support development impact fee reductions.

A revised development fee program was adopted in 2008 that significantly reduced the development impact fees (~30%), primarily by removing infrastructure projects (\$54 million) from the financing plan and revising growth assumptions for office and industrial development (increased by 25%).

The current fee study nonetheless contemplated an overall capital infrastructure plan of over \$530 million, of which \$123 million would be provided through development impact fees. This is in addition to the pre-existing obligations from debt issued to construct projects such as the Community and Senior Center / Sports Park, the Public Safety Building and Fire Station #1. The capital program also assumes funding contributions from the General Fund of over \$52 million and an additional \$72.9 million in "other" funding that is largely undetermined.

The current fees (adopted in 2008) are based on the following growth projections:

| Residential               |               | 2009    | 2010    | 2011    | 2012    | 2013    | 2014    | 2015    | 2016    | 2017    | 2018    | 2019    | 2020    |
|---------------------------|---------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Spring Lake               | Single-Family | 250     | 319     | 319     | 319     | 319     | 319     | 319     |         |         |         |         |         |
|                           | Multi-Family  | 100     | 153     | 153     | 153     | 153     | 153     | 153     |         |         |         |         |         |
| In-Fill                   | Single Family | 50      | 95      | 95      | 95      | 95      | 95      | 95      | 213     | 213     | 213     | 213     | 213     |
|                           | Multi Family  |         |         |         |         |         |         |         | 358     | 358     | 358     | 358     | 358     |
| Total Residential Units   |               | 400     | 567     | 567     | 567     | 567     | 567     | 567     | 571     | 571     | 571     | 571     | 571     |
| Non Residential (sq. ft.) |               | 875,316 | 995,106 | 875,316 | 875,316 | 875,316 | 875,316 | 995,106 | 875,316 | 875,316 | 875,316 | 875,316 | 875,316 |

To put these numbers into perspective, we have only issued 1174 building permits in Spring Lake as of 11/2014. We have issued a total of 261 multi-family permits in Spring Lake since its inception. We have averaged about 100 SF Spring Lake units per year the last several years and only a couple in-fill units.

As far as non-residential, other than the Gateway Center, we have been developing approximately 30,000 sq. ft. per year.

## **Discussion**

The result is development impact fee revenues that have not kept pace with infrastructure project costs, debt service obligations and expectations established as a result of our underlying Major Projects Financing Plan.



Although we have significantly curtailed spending from our development fee funds, we continue to have deficits across most impact fee funds which need to be addressed.

As we build our Capital Improvement Program each year, we look at our various fund balances, expected revenue, debt service obligations, and capital project requirements. We continue to limit projects funded through development fees to the greatest extent possible. Even with these efforts, the negative fund balances (see below), continue to grow.

Fund balances expected at the end of FY2016 assuming 125 SF units in SL and minimal projects:

|                   |                   |                    |                   |                   |                    |                   |                    |                    |
|-------------------|-------------------|--------------------|-------------------|-------------------|--------------------|-------------------|--------------------|--------------------|
| 510 -<br>Gen City | 540 - Park<br>Dev | 550 -<br>Police Dv | 560 -<br>Fire Dev | 570 -<br>Libr Dev | 581 -<br>Storm Dev | 582 - Road<br>Dev | 584 -<br>Water Dev | 585 -<br>Sewer Dev |
| 1,061,625         | (5,356,147)       | (3,504,739)        | (713,683)         | 611,980           | (2,093,425)        | (3,378,207)       | 1,017,425          | (10,089,059)       |

Although we want to proceed cautiously with any changes to the development impact fee program, we believe that, as a minimum, we need to update the Fee Nexus Study to determine what changes ideally need to be made. We anticipate a major MPFP update at the conclusion of the General Plan process, but in the interim, we remain concerned with the existing fee program.

Staff will be undertaking a more detailed review of the current fee program with the goal of developing specific recommendations to address these issues. Staff anticipates engaging with the Council's Infrastructure Subcommittee and other relevant stakeholders prior to returning to Council with a set of short-term recommendations.

### **Conclusion**

Staff recommends that the City Council receive this informational item related to the City's Development Impact Fee Program.

Prepared by: Lynn Johnson, Senior Management Analyst



Paul Navazio, City Manager

### **Attachment:**

- 1 - 2015 Development Impact Fees
- 2 - 2006 MPFP Summary of Facility Costs
- 3 - 2008 MPFP Summary of Facility Costs
- 4 - 2008 MPFP Facility Costs Funding Sources



City of Woodland

## DEVELOPMENT FEES

EFFECTIVE: January 1, 2015

| Table 1 | Development Fees Except for Parks and Storm Drainage |                                       |                        |                            |                              |             |                            |                                       |         |         |            |                 |
|---------|------------------------------------------------------|---------------------------------------|------------------------|----------------------------|------------------------------|-------------|----------------------------|---------------------------------------|---------|---------|------------|-----------------|
|         |                                                      | Residential                           |                        |                            |                              |             |                            | Non-residential                       |         |         |            |                 |
|         |                                                      | Single-Family                         | Downtown Single-Family | High-density Single-Family | Age-restricted Single-Family | Multifamily | Age Restricted Multifamily | Retail                                | Service | Office  | Industrial | Downtown Retail |
|         | General City                                         | \$837                                 | \$837                  | \$698                      | \$503                        | \$698       | \$503                      | \$0.71                                | \$0.64  | \$0.80  | \$0.16     | \$0.71          |
|         | Fire                                                 | \$1,291                               | \$1,291                | \$967                      | \$1,065                      | \$967       | \$796                      | \$0.86                                | \$0.80  | \$0.92  | \$0.44     | \$0.86          |
|         | Library                                              | \$51                                  | \$51                   | \$43                       | \$32                         | \$43        | \$32                       | \$0.01                                | \$0.01  | \$0.01  | \$0.00     | \$0.01          |
|         | Police                                               | \$1,104                               | \$1,104                | \$921                      | \$152                        | \$921       | \$152                      | \$0.91                                | \$0.83  | \$1.05  | \$0.24     | \$0.91          |
|         | Wastewater                                           | \$6,058                               | \$6,058                | \$5,050                    | \$3,635                      | \$5,050     | \$3,635                    | \$2.98                                | \$3.73  | \$2.48  | \$2.77     | \$2.98          |
|         | Water                                                | \$556                                 | \$556                  | \$341                      | \$334                        | \$341       | \$272                      | \$0.14                                | \$0.15  | \$0.10  | \$0.14     | \$0.14          |
|         | Surface Water                                        | Set by Meter Size - See Table 5 Below |                        |                            |                              |             |                            | Set by Meter Size - See Table 5 Below |         |         |            |                 |
|         | Roads                                                | \$5,582                               | \$4,073                | \$4,073                    | \$1,601                      | \$4,073     | \$504                      | \$6.82                                | \$4.93  | \$4.80  | \$2.75     | \$4.93          |
|         | Subtotal                                             | \$15,479                              | \$13,970               | \$12,093                   | \$7,322                      | \$12,093    | \$5,894                    | \$12.43                               | \$11.09 | \$10.16 | \$6.50     | \$10.54         |

| Table 2 | Development Fees for Parks |                  |             |         |         |             |                |
|---------|----------------------------|------------------|-------------|---------|---------|-------------|----------------|
|         |                            | Residential Only |             |         |         |             |                |
|         |                            | Single-Family    | Downtown SF | HD SF   | AR SF   | Multifamily | AR Multifamily |
|         | Parks--Springlake          | \$3,826          | n/a         | \$3,187 | \$2,294 | \$3,187     | \$2,294        |
|         | Parks--Other               | \$6,955          | \$6,955     | \$5,794 | \$4,172 | \$5,794     | \$4,172        |

| Table 3 | Development Fees for Administration - See Table 5 for additional Admin Fee |                   |             |       |       |             |                |                 |         |        |            |           |        |
|---------|----------------------------------------------------------------------------|-------------------|-------------|-------|-------|-------------|----------------|-----------------|---------|--------|------------|-----------|--------|
|         |                                                                            | Residential       |             |       |       |             |                | Non-residential |         |        |            |           |        |
|         |                                                                            | Single-Family     | Downtown SF | HD SF | AR SF | Multifamily | AR Multifamily | Retail          | Service | Office | Industrial | DT Retail |        |
|         |                                                                            | Admin--Springlake | \$166       | n/a   | \$115 | \$72        | \$115          | \$61            | \$0.09  | \$0.08 | \$0.08     | \$0.05    | n/a    |
|         |                                                                            | Admin--Other      | \$190       | \$157 | \$134 | \$86        | \$134          | \$75            | \$0.09  | \$0.08 | \$0.08     | \$0.05    | \$0.08 |

| Table 4 | Development Fees for Storm Drainage (Per Acre) |               |             |                 |          |
|---------|------------------------------------------------|---------------|-------------|-----------------|----------|
|         |                                                | Residential   |             | Non-residential |          |
|         |                                                | Single-Family | Multifamily | Commercial      | Schools  |
|         | Area E1                                        | \$8,803       | \$13,205    | \$14,085        | \$11,048 |
|         | Area E2                                        | \$7,541       | \$11,312    | \$12,066        | \$9,464  |
|         | Area E3                                        | \$5,554       | \$8,331     | \$8,886         | \$6,970  |
|         | Area E4                                        | \$5,790       | \$8,685     | \$9,264         | \$7,266  |
|         | Area E5                                        | \$2,167       | \$3,251     | \$3,467         | \$2,720  |
|         | Area E6                                        | \$1,568       | \$2,352     | \$2,509         | \$1,968  |
|         | Area N1                                        | \$42,688      | \$64,032    | \$68,301        | \$53,573 |
|         | Area N2                                        | \$36,765      | \$55,148    | \$58,824        | \$46,140 |
|         | Area S6a                                       | \$11,334      | \$17,001    | \$18,134        | \$14,224 |
|         | Area S6b                                       | \$11,204      | \$16,806    | \$17,926        | \$14,061 |

| Table 5 | Surface Water            |               |                |           |
|---------|--------------------------|---------------|----------------|-----------|
|         | All uses (by meter size) |               |                |           |
|         | Meter size               | Weight Factor | Calculated Fee | Admin Fee |
|         | 1"                       | 1.0           | \$2,892        | \$22      |
|         | 1 1/2"                   | 2.0           | \$5,784        | \$43      |
|         | 2"                       | 3.2           | \$9,254        | \$69      |
|         | 3"                       | 6.0           | \$17,352       | \$130     |
|         | 4"                       | 10.0          | \$28,920       | \$217     |
|         | 6"                       | 20.0          | \$57,840       | \$434     |
|         | 8"                       | 32.0          | \$92,544       | \$694     |

Published by the Community Development Department  
300 First Street, Woodland, CA 95695  
(530) 661-5820

Table 2  
City of Woodland MPFP Fee Nexus Study Update  
Summary of Facility Costs and Funding Sources (2006 dollars)

| Facility Type                    | Facility Costs [1]    |                       |                       | Funding Sources [1]   |                   |                      |                      |                      |                      |                      |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|                                  | Existing Development  | New Development       | Total                 | Development Fee       | Redev. Fund       | General Fund         | Special Funding      | Assessment District  | Utility Revenue      | Planned Neighborhood |
| General City Facilities          | \$ 14,850,265         | \$ 15,838,870         | \$ 30,689,135         | \$ 15,838,870         | \$ 0              | \$ 14,850,265        | \$ 0                 | \$ 0                 | \$ 0                 | \$ 0                 |
| Fire Facilities                  | \$ 5,215,219          | \$ 14,646,012         | \$ 19,861,231         | \$ 11,459,212         | \$ 0              | \$ 5,215,219         | \$ 0                 | \$ 0                 | \$ 0                 | \$ 3,186,800         |
| Library Facilities               | \$ 513,000            | \$ 6,150,515          | \$ 6,663,515          | \$ 6,150,515          | \$ 0              | \$ 513,000           | \$ 0                 | \$ 0                 | \$ 0                 | \$ 0                 |
| Police Facilities                | \$ 2,365,948          | \$ 3,681,737          | \$ 6,047,686          | \$ 3,681,737          | \$ 0              | \$ 2,365,948         | \$ 0                 | \$ 0                 | \$ 0                 | \$ 0                 |
| Wastewater Facilities            | \$ 29,301,640         | \$ 37,275,794         | \$ 66,577,435         | \$ 29,537,920         | \$ 0              | \$ 0                 | \$ 0                 | \$ 2,878,816         | \$ 29,301,640        | \$ 4,859,057         |
| Water Facilities                 | \$ 48,482,723         | \$ 39,578,354         | \$ 88,061,077         | \$ 25,122,392         | \$ 0              | \$ 0                 | \$ 0                 | \$ 5,737,268         | \$ 48,482,723        | \$ 8,718,694         |
| Road Improvements                | \$ 86,555,149         | \$ 93,360,079         | \$ 179,915,228        | \$ 58,462,030         | \$ 270,580        | \$ 1,958,458         | \$ 76,142,624        | \$ 10,036,110        | \$ 34,803            | \$ 33,010,621        |
| Parks & Recreation - Spring Lake | \$ 0                  | \$ 47,034,271         | \$ 47,034,271         | \$ 18,382,581         | \$ 0              | \$ 0                 | \$ 0                 | \$ 0                 | \$ 0                 | \$ 28,651,690        |
| Parks & Recreation - Other       | \$ 29,850,716         | \$ 29,459,408         | \$ 59,310,124         | \$ 29,459,408         | \$ 0              | \$ 29,850,716        | \$ 0                 | \$ 0                 | \$ 0                 | \$ 0                 |
| <b>TOTAL</b>                     | <b>\$ 217,134,660</b> | <b>\$ 287,025,039</b> | <b>\$ 504,159,699</b> | <b>\$ 198,094,664</b> | <b>\$ 270,580</b> | <b>\$ 54,753,607</b> | <b>\$ 76,142,624</b> | <b>\$ 18,652,194</b> | <b>\$ 77,819,167</b> | <b>\$ 78,426,862</b> |
| Percentage of Total              | 43%                   | 57%                   |                       | 39%                   | 0%                | 11%                  | 15%                  | 4%                   | 15%                  | 16%                  |

funding summary

[1] See Appendix C for cost allocation and funding source detail.

**Table 3**  
**2008 MPFP Fee Nexus Study Update**  
**Summary of Facility Costs by Funding Sources (2007 dollars)**

| Facility Type                    | Total Cost            | Funding Sources [1]   |                     |                      |                      |                      |                      |                      |                      |
|----------------------------------|-----------------------|-----------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|                                  |                       | Development Fee       | Redev. Fund         | General Fund         | Special Funding      | Assessment District  | Utility Revenue      | Planned Neighborhood | Other                |
| General City Facilities          | \$ 49,107,501         | \$ 9,696,427          | \$ 1,335,500        | \$ 13,823,058        | \$ 11,199,000        | \$ 0                 | \$ 0                 | \$ 0                 | \$ 13,053,517        |
| Fire Facilities                  | \$ 15,579,967         | \$ 7,375,339          | \$ 0                | \$ 4,756,510         | \$ 0                 | \$ 0                 | \$ 0                 | \$ 3,448,118         | \$ 0                 |
| Library Facilities               | \$ 6,962,438          | \$ 1,258,604          | \$ 0                | \$ 708,240           | \$ 0                 | \$ 0                 | \$ 0                 | \$ 0                 | \$ 4,995,594         |
| Police Facilities                | \$ 9,455,139          | \$ 3,553,985          | \$ 0                | \$ 3,459,120         | \$ 0                 | \$ 0                 | \$ 0                 | \$ 0                 | \$ 2,442,034         |
| Wastewater Facilities            | \$ 62,787,962         | \$ 11,474,484         | \$ 0                | \$ 0                 | \$ 0                 | \$ 3,114,879         | \$ 25,644,786        | \$ 22,553,813        | \$ 0                 |
| Water Facilities                 | \$ 112,702,534        | \$ 25,199,529         | \$ 0                | \$ 0                 | \$ 300,000           | \$ 6,207,724         | \$ 72,613,088        | \$ 8,382,193         | \$ 0                 |
| Road Improvements                | \$ 189,981,475        | \$ 56,145,713         | \$ 292,768          | \$ 6,020,507         | \$ 75,017,258        | \$ 6,398,131         | \$ 11,403            | \$ 27,846,634        | \$ 18,249,062        |
| Parks & Recreation - Spring Lake | \$ 32,265,958         | \$ 1,932,828          | \$ 0                | \$ 0                 | \$ 0                 | \$ 0                 | \$ 0                 | \$ 23,107,821        | \$ 7,225,309         |
| Parks & Recreation - Other       | \$ 53,742,140         | \$ 6,625,490          | \$ 0                | \$ 23,689,684        | \$ 0                 | \$ 2,554,144         | \$ 0                 | \$ 0                 | \$ 20,872,823        |
| <b>TOTAL</b>                     | <b>\$ 532,585,115</b> | <b>\$ 123,262,398</b> | <b>\$ 1,628,268</b> | <b>\$ 52,457,119</b> | <b>\$ 86,516,258</b> | <b>\$ 18,274,878</b> | <b>\$ 98,269,277</b> | <b>\$ 85,338,578</b> | <b>\$ 66,838,338</b> |
| Percentage of Total              | 100%                  | 23%                   | 0%                  | 10%                  | 16%                  | 3%                   | 18%                  | 16%                  | 13%                  |

[1] See Appendix C for detail.

*funding summary*

Table C-1  
2008 MPFP Fee Nexus Study Update  
Facility Cost Funding Sources

|                                          |                                                           | Total Left to Fund | Existing Dev. |               | New Dev. |               | Funding Sources |              |                 |                     |                 | Funding Sources      |               |               |                                                             |
|------------------------------------------|-----------------------------------------------------------|--------------------|---------------|---------------|----------|---------------|-----------------|--------------|-----------------|---------------------|-----------------|----------------------|---------------|---------------|-------------------------------------------------------------|
| Project No.                              | Project Description                                       |                    | Pct.          | Amount        | Pct.     | Amount        | Development     |              | Special Funding | Assessment District | Utility Revenue | Planned Neighborhood | Other         | Notes         |                                                             |
|                                          |                                                           |                    |               |               |          |               | Fee             | Redev. Fund  |                 |                     |                 |                      |               |               | General Fund                                                |
|                                          |                                                           | (2007 dollars)     |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| General City Facilities                  |                                                           |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| City-1                                   | City Hall Expansion                                       | \$ 21,507,033      | 50%           | \$ 10,753,517 | 50%      | \$ 10,753,517 | \$ 0            | \$ 0         | \$ 10,753,517   | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 10,753,517 | Move from development fee to Other                          |
| City-3                                   | Parking Facilities                                        | \$ 15,000,000      | 70%           | \$ 10,500,000 | 30%      | \$ 4,500,000  | \$ 0            | \$ 1,000,500 | \$ 1,000,500    | \$ 11,199,000       | \$ 0            | \$ 0                 | \$ 0          | \$ 1,800,000  | Move from development fee to Other                          |
| City-4                                   | Park & Ride Lots                                          | \$ 1,682,756       | 65%           | \$ 1,093,792  | 35%      | \$ 588,965    | \$ 588,965      | \$ 0         | \$ 1,093,792    | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| City-5                                   | Municipal Service Ctr. Expansion                          | \$ 1,625,482       | 0%            | \$ 0          | 100%     | \$ 1,625,482  | \$ 1,625,482    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| City-6                                   | Update Major Projects Financing Plan                      | \$ 747,229         | 0%            | \$ 0          | 100%     | \$ 747,229    | \$ 747,229      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| City-100                                 | Network Infrastructure                                    | \$ 3,755,000       | 0%            | \$ 0          | 100%     | \$ 3,755,000  | \$ 3,755,000    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| City-101                                 | Planned System Upgrades                                   | \$ 1,055,000       | 30%           | \$ 316,500    | 70%      | \$ 738,500    | \$ 738,500      | \$ 0         | \$ 316,500      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| City-102                                 | Major Process Enhancements                                | \$ 1,250,000       | 40%           | \$ 500,000    | 60%      | \$ 750,000    | \$ 750,000      | \$ 0         | \$ 500,000      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| City-103                                 | General Plan                                              | \$ 1,300,000       | 20%           | \$ 260,000    | 80%      | \$ 1,040,000  | \$ 1,040,000    | \$ 260,000   | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| City-105                                 | East St Specific Plan & EIR                               | \$ 250,000         | 50%           | \$ 125,000    | 50%      | \$ 125,000    | \$ 125,000      | \$ 75,000    | \$ 50,000       | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| City-106                                 | Enterprise GIS                                            | \$ 435,000         | 25%           | \$ 108,750    | 75%      | \$ 326,250    | \$ 326,250      | \$ 0         | \$ 108,750      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| CITY-200                                 | CR 24A frontage improvements from East St to              | \$ 500,000         | 0%            | \$ 0          | 100%     | \$ 500,000    | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 500,000    | Move from development fee to Other                          |
| Subtotal General City Facilities         |                                                           | \$ 49,107,501      | 48%           | \$ 23,657,558 | 52%      | \$ 25,449,943 | \$ 9,696,427    | \$ 1,335,500 | \$ 13,823,058   | \$ 11,199,000       | \$ 0            | \$ 0                 | \$ 0          | \$ 13,053,517 |                                                             |
| Fire Facilities                          |                                                           |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| Fire-2                                   | Spring Lake Fire Station w/ Engine                        | \$ 4,949,156       | 0%            | \$ 0          | 100%     | \$ 4,949,156  | \$ 4,949,156    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Fire-3                                   | Computer Upgrade( JPA-Communications)                     | \$ 144,261         | 50%           | \$ 72,131     | 50%      | \$ 72,131     | \$ 72,131       | \$ 0         | \$ 72,131       | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Fire-5                                   | Communications Repeaters                                  | \$ 46,821          | 0%            | \$ 0          | 100%     | \$ 46,821     | \$ 46,821       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Fire-103                                 | Outside Training Facility - Fire Station #3               | \$ 6,991,611       | 67%           | \$ 4,684,380  | 33%      | \$ 2,307,232  | \$ 2,307,232    | \$ 0         | \$ 4,684,380    | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Fire-106                                 | Northeast Area Fire Station                               | \$ 3,448,118       | 0%            | \$ 0          | 100%     | \$ 3,448,118  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 3,448,118         |               | \$ 0          |                                                             |
| Subtotal Fire Facilities                 |                                                           | \$ 15,579,967      | 31%           | \$ 4,756,510  | 69%      | \$ 10,823,456 | \$ 7,375,339    | \$ 0         | \$ 4,756,510    | \$ 0                | \$ 0            | \$ 0                 | \$ 3,448,118  | \$ 0          |                                                             |
| Library: Facilities                      |                                                           |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| Lib-1                                    | Bookmobile                                                | \$ 270,500         | 0%            | \$ 0          | 100%     | \$ 270,500    | \$ 270,500      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Lib-2                                    | Main Library Expansion                                    | \$ 5,550,660       | 10%           | \$ 555,066    | 90%      | \$ 4,995,594  | \$ 0            | \$ 0         | \$ 555,066      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 4,995,594  | Move from development fee to Other                          |
| Lib-3                                    | Material Collection                                       | \$ 957,338         | 16%           | \$ 153,174    | 84%      | \$ 804,164    | \$ 804,164      | \$ 0         | \$ 153,174      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Lib-4                                    | Automation                                                | \$ 183,940         | 0%            | \$ 0          | 100%     | \$ 183,940    | \$ 183,940      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Subtotal Library Facilities              |                                                           | \$ 6,962,438       | 10%           | \$ 708,240    | 90%      | \$ 6,254,198  | \$ 1,258,604    | \$ 0         | \$ 708,240      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 4,995,594  |                                                             |
| Parks & Recreation Facilities            |                                                           |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| Spring Lake MPFP Funded                  |                                                           |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| Park-1                                   | Parks Master Plan Update                                  | \$ 50,000          | 0%            | \$ 0          | 100%     | \$ 50,000     | \$ 50,000       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Park-8                                   | Comm. Ctr/Sports Park (CC1) Phase 2                       | \$ 1,882,828       | 0%            | \$ 0          | 100%     | \$ 1,882,828  | \$ 1,882,828    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Park-9                                   | Indoor Swim Center                                        | \$ 4,000,000       | 0%            | \$ 0          | 100%     | \$ 4,000,000  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 4,000,000  | Move from development fee to Other                          |
| Park-11                                  | Citywide Parks                                            | \$ 2,026,559       | 0%            | \$ 0          | 100%     | \$ 2,026,559  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 2,026,559  | Move from development fee to Other                          |
| Park-12                                  | Park Land                                                 | \$ 1,198,750       | 0%            | \$ 0          | 100%     | \$ 1,198,750  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 1,198,750  | Move from development fee to Other                          |
| Subtotal Spring Lake MPFP Funded         |                                                           | \$ 9,158,137       | 0%            | \$ 0          | 100%     | \$ 9,158,137  | \$ 1,932,828    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 7,225,309  |                                                             |
| Other                                    |                                                           |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| Park-1                                   | Parks Master Plan Update                                  | \$ 50,000          | 0%            | \$ 0          | 100%     | \$ 50,000     | \$ 50,000       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Park-2                                   | Renovation                                                |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| Park-3                                   | Neighborhood Park (N1)                                    | \$ 3,811,007       | 34%           | \$ 1,312,500  | 66%      | \$ 2,498,507  | \$ 0            | \$ 0         | \$ 1,312,500    | \$ 0                | \$ 0            | \$ 0                 | \$ 2,498,507  |               |                                                             |
| Park-4                                   | Neighborhood Park (N2)                                    | \$ 2,852,226       | 13%           | \$ 375,000    | 87%      | \$ 2,477,226  | \$ 0            | \$ 0         | \$ 375,000      | \$ 0                | \$ 0            | \$ 0                 | \$ 2,477,226  |               |                                                             |
| Park-5                                   | Neighborhood Park (N3)                                    | \$ 2,852,226       | 13%           | \$ 375,000    | 87%      | \$ 2,477,226  | \$ 0            | \$ 0         | \$ 375,000      | \$ 0                | \$ 0            | \$ 0                 | \$ 2,477,226  |               |                                                             |
| Park-6                                   | Neighborhood Park (N4)                                    | \$ 2,638,364       | 36%           | \$ 937,500    | 64%      | \$ 1,700,864  | \$ 0            | \$ 0         | \$ 937,500      | \$ 0                | \$ 0            | \$ 0                 | \$ 1,700,864  |               |                                                             |
| Park-7                                   | Community Sports Park (CS1) Phase 1                       | \$ 8,560,483       | 30%           | \$ 2,578,750  | 70%      | \$ 5,981,733  | \$ 2,472,284    | \$ 0         | \$ 2,578,750    | \$ 0                | \$ 0            | \$ 0                 | \$ 3,509,448  |               |                                                             |
| Park-7                                   | Community Sports Park (CS1) Phase 2                       | \$ 5,794,634       | 30%           | \$ 1,745,569  | 70%      | \$ 4,049,065  | \$ 1,673,502    | \$ 0         | \$ 1,745,569    | \$ 0                | \$ 0            | \$ 0                 | \$ 2,375,563  |               |                                                             |
| Park-7                                   | Community Sports Park (CS1) Phase 3                       | \$ 21,718,632      | 30%           | \$ 6,542,497  | 70%      | \$ 15,176,135 | \$ 0            | \$ 0         | \$ 6,542,497    | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 15,176,135 | Move from development fee and Planned Neighborhood to Other |
| Park-8                                   | Comm. Ctr/Sports Park (CC1) Phase 2                       | \$ 4,252,572       | 43%           | \$ 1,822,867  | 57%      | \$ 2,429,704  | \$ 2,429,704    | \$ 0         | \$ 1,822,867    | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Park-9                                   | Indoor Swim Center                                        | \$ 12,000,000      | 67%           | \$ 8,000,000  | 33%      | \$ 4,000,000  | \$ 0            | \$ 0         | \$ 8,000,000    | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 4,000,000  | Move from development fee to Other                          |
| Park-10                                  | Neighborhood Park (N5)                                    | \$ 2,554,144       | 0%            | \$ 0          | 100%     | \$ 2,554,144  | \$ 0            | \$ 0         | \$ 0            | \$ 2,554,144        | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Park-11                                  | Citywide Parks                                            | \$ 414,187         | 0%            | \$ 0          | 100%     | \$ 414,187    | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 414,187    | Move from development fee to Other                          |
| Park-12                                  | Park Land (excluding Quimby fee portion)                  | \$ 9,351,486       | 0%            | \$ 0          | 100%     | \$ 9,351,486  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 8,068,986         | \$ 1,282,500  | \$ 1,282,500  | Move from development fee to Other                          |
| Subtotal Other                           |                                                           | \$ 76,849,962      | 31%           | \$ 23,689,684 | 69%      | \$ 53,160,278 | \$ 6,625,490    | \$ 0         | \$ 23,689,684   | \$ 0                | \$ 2,554,144    | \$ 0                 | \$ 23,107,821 | \$ 20,872,823 |                                                             |
| Subtotal Parks and Recreation Facilities |                                                           | \$ 86,008,099      |               | \$ 23,689,684 | 72%      | \$ 62,318,415 | \$ 8,558,318    | \$ 0         | \$ 23,689,684   | \$ 0                | \$ 2,554,144    | \$ 0                 | \$ 23,107,821 | \$ 28,098,131 |                                                             |
| Police Facilities                        |                                                           |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| Pol-2                                    | 800 MHZ System                                            | \$ 3,215,000       | 33%           | \$ 1,060,950  | 67%      | \$ 2,154,050  | \$ 2,154,050    | \$ 0         | \$ 1,060,950    | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Pol-3                                    | Police Vehicles                                           | \$ 456,089         | 0%            | \$ 0          | 100%     | \$ 456,089    | \$ 456,089      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Pol-101                                  | Communications and Records Management CAD & Mobile System | \$ 1,408,725       | 33%           | \$ 464,879    | 67%      | \$ 943,846    | \$ 943,846      | \$ 0         | \$ 464,879      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |                                                             |
| Pol-200                                  | Communications Facility                                   | \$ 2,573,747       | 64%           | \$ 1,647,198  | 36%      | \$ 926,549    | \$ 0            | \$ 0         | \$ 1,647,198    | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 926,549    | Move from development fee to Other                          |
| Pol-201                                  | Police Personnel                                          | \$ 284,808         | 0%            | \$ 0          | 100%     | \$ 284,808    | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 284,808    | Move from development fee to Other                          |
| Pol-202                                  | Police Parking                                            | \$ 1,069,750       | 0%            | \$ 0          | 100%     | \$ 1,069,750  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 1,069,750  | Move from development fee to Other                          |
| Pol-203                                  | Records Management System                                 | \$ 447,020         | 64%           | \$ 286,093    | 36%      | \$ 160,927    | \$ 0            | \$ 0         | \$ 286,093      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 160,927    | Move from development fee to Other                          |
| Subtotal Police Facilities               |                                                           | \$ 9,455,139       | 37%           | \$ 3,459,120  | 63%      | \$ 5,996,019  | \$ 3,553,985    | \$ 0         | \$ 3,459,120    | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 2,442,034  |                                                             |
| Wastewater Facilities                    |                                                           |                    |               |               |          |               |                 |              |                 |                     |                 |                      |               |               |                                                             |
| Wste-100                                 | Basin B12 Sanitary Sewer Collection System                | \$ 2,633,817       | 0%            | \$ 0          | 100%     | \$ 2,633,817  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 2,633,817    | \$ 0                 | \$ 0          |               |                                                             |
| Wste-101                                 | Basin D Sanitary Sewer Collection System                  | \$ 1,088,813       | 0%            | \$ 0          | 100%     | \$ 1,088,813  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 1,088,813         |               |               |                                                             |
| Wste-102                                 | Wet Weather Flow Monitoring Program                       | \$ 48,106          | 68%           | \$ 32,712     | 32%      | \$ 15,394     | \$ 15,394       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 32,712            | \$ 0          |               |                                                             |
| Wste-103                                 | Gibson Ranch Pump Station Modifications                   | \$ 481,062         | 0%            | \$ 0          | 100%     | \$ 481,062    | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 481,062      | \$ 0                 | \$ 0          |               |                                                             |



Table C-1  
2008 MPFP Fee Nexus Study Update  
Facility Cost Funding Sources

| Project No.    Project Description |                                                                        | Total Left to Fund             | Existing Dev. |               | New Dev. |               | Funding Sources |              |                 |                     |                 | Funding Sources      |               |                                                                          |
|------------------------------------|------------------------------------------------------------------------|--------------------------------|---------------|---------------|----------|---------------|-----------------|--------------|-----------------|---------------------|-----------------|----------------------|---------------|--------------------------------------------------------------------------|
|                                    |                                                                        |                                | Pct.          | Amount        | Pct.     | Amount        | Development     |              | Special Funding | Assessment District | Utility Revenue | Planned Neighborhood | Other         | Notes                                                                    |
|                                    |                                                                        |                                |               |               |          | Fee           | Redev. Fund     | General Fund |                 |                     |                 |                      |               |                                                                          |
| Wste-105                           | Wastewater System Maintenance, Testing & Inspection                    | (2007 dollars)<br>\$ 3,908,632 | 100%          | \$ 3,908,632  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 3,908,632         | \$ 0          |                                                                          |
| Wste-106                           | Wastewater Collection, Treatment and Disposal Master Plan              | \$ 1,580,634                   | 20%           | \$ 316,127    | 80%      | \$ 1,264,507  | \$ 1,264,507    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 316,127           | \$ 0          |                                                                          |
| Wste-108                           | Annual Wastewater System Maintenance Repair & Upgrades                 | \$ 13,189,700                  | 100%          | \$ 13,189,700 | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 13,189,700        | \$ 0          |                                                                          |
| Wste-110                           | Wastewater Treatment Plant Expansion (Stage 2)                         | \$ 5,276,014                   | 0%            | \$ 0          | 100%     | \$ 5,276,014  | \$ 5,276,014    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |                                                                          |
| Wste-112                           | Wastewater Treatment Plant Tertiary Treatment                          | \$ 8,220,601                   | 63%           | \$ 5,137,876  | 38%      | \$ 3,082,725  | \$ 3,082,725    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 5,137,876         | \$ 0          |                                                                          |
| Wste-113                           | Wastewater Treatemnt Plant Flood Protection                            | \$ 4,895,582                   | 63%           | \$ 3,059,739  | 38%      | \$ 1,835,843  | \$ 1,835,843    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 3,059,739         | \$ 0          |                                                                          |
| Wste-200                           | Odor Control Measures at WPCF                                          | \$ 21,465,000                  | 0%            | \$ 0          | 100%     | \$ 21,465,000 | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 21,465,000 |                                                                          |
| Subtotal Wastewater Facilities     |                                                                        | \$ 62,787,962                  | 41%           | \$ 25,644,786 | 59%      | \$ 37,143,176 | \$ 11,474,484   | \$ 0         | \$ 0            | \$ 0                | \$ 3,114,879    | \$ 25,644,786        | \$ 22,553,813 | \$ 0                                                                     |
| Water Facilities                   |                                                                        |                                |               |               |          |               |                 |              |                 |                     |                 |                      |               |                                                                          |
| Wtr-1                              | Standby Power @ Well #21                                               | \$ 193,628                     | 100%          | \$ 193,628    | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 193,628           | \$ 0          |                                                                          |
| Wtr-2                              | Telemetry System                                                       | \$ 1,210,000                   | 100%          | \$ 1,210,000  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 300,000          | \$ 0            | \$ 910,000           | \$ 0          |                                                                          |
| Wtr-9                              | Second Water Well, Southeast Area (County Well)                        | \$ 380,555                     | 0%            | \$ 0          | 100%     | \$ 380,555    | \$ 380,555      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |                                                                          |
| Wtr-13                             | Update Water System Master Plan                                        | \$ 858,713                     | 20%           | \$ 171,743    | 80%      | \$ 686,971    | \$ 686,971      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 171,743           | \$ 0          |                                                                          |
| Wtr-100                            | Upgrade Well-site Control Panels                                       | \$ 150,000                     | 100%          | \$ 150,000    | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 150,000           | \$ 0          |                                                                          |
| Wtr-101                            | Implement a Water Audit and Leak Detection Program                     | \$ 752,863                     | 100%          | \$ 752,863    | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 752,863           | \$ 0          |                                                                          |
| Wtr-105                            | Repair and Install Backflow Preventers at Five City Parks              | \$ 15,339                      | 100%          | \$ 15,339     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 15,339            | \$ 0          |                                                                          |
| Wtr-106                            | Install Water Meters at Eight City Parks                               | \$ 70,000                      | 100%          | \$ 70,000     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 70,000            | \$ 0          |                                                                          |
| Wtr-111                            | Eliminate Pipeline Looping Deficiencies                                | \$ 444,983                     | 100%          | \$ 444,983    | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 444,983           | \$ 0          |                                                                          |
| Wtr-114                            | Upgrade Galvanized Pipe Water Service Laterals                         | \$ 8,179,987                   | 100%          | \$ 8,179,987  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 8,179,987         | \$ 0          |                                                                          |
| Wtr-115                            | Rehabilitate Unlined Cast Iron Water Pipe                              | \$ 4,092,881                   | 100%          | \$ 4,092,881  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 4,092,881         | \$ 0          |                                                                          |
| Wtr-116                            | Abandon 2 and 3" Water Lines and Reconstruct Water Services            | \$ 5,484,112                   | 100%          | \$ 5,484,112  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 5,484,112         | \$ 0          |                                                                          |
| Wtr-117                            | Implement an Automated Meter Reading System                            | \$ 12,250,000                  | 100%          | \$ 12,250,000 | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 12,250,000        | \$ 0          |                                                                          |
| Wtr-118                            | Develop a Meter Calibration and Repair Program                         | \$ 1,157,917                   | 100%          | \$ 1,157,917  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 1,157,917         | \$ 0          |                                                                          |
| Wtr-119                            | Construct Well 1 Improvements                                          | \$ 52,917                      | 100%          | \$ 52,917     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 52,917            | \$ 0          |                                                                          |
| Wtr-120                            | Construct Well 4 Improvements                                          | \$ 44,498                      | 100%          | \$ 44,498     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 44,498            | \$ 0          |                                                                          |
| Wtr-121                            | Construct Well 5 Improvements                                          | \$ 84,186                      | 100%          | \$ 84,186     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 84,186            | \$ 0          |                                                                          |
| Wtr-124                            | Construct Well 10 Improvements                                         | \$ 56,525                      | 100%          | \$ 56,525     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 56,525            | \$ 0          |                                                                          |
| Wtr-125                            | Construct Well 11 Improvements                                         | \$ 46,904                      | 100%          | \$ 46,904     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 46,904            | \$ 0          |                                                                          |
| Wtr-126                            | Construct Well 12 Improvements                                         | \$ 44,498                      | 100%          | \$ 44,498     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 44,498            | \$ 0          |                                                                          |
| Wtr-128                            | Upgrade Standby Power at Well 14                                       | \$ 53,519                      | 100%          | \$ 53,519     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 53,519            | \$ 0          |                                                                          |
| Wtr-129                            | Construct Well 17 Improvements                                         | \$ 45,701                      | 100%          | \$ 45,701     | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 45,701            | \$ 0          |                                                                          |
| Wtr-130                            | Constuct Wells and Pipe Grid for South Service Area                    | \$ 22,058,402                  | 0%            | \$ 0          | 100%     | \$ 22,058,402 | \$ 13,676,209   | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 8,382,193  |                                                                          |
| Wtr-131A                           | Construct Wells for Northeast Service Area                             | \$ 7,674,842                   | 0%            | \$ 0          | 100%     | \$ 7,674,842  | \$ 7,674,842    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |                                                                          |
| Wtr-131B                           | Construct Water Distribution Pipelines for Northeast Service Area      | \$ 3,552,673                   | 0%            | \$ 0          | 100%     | \$ 3,552,673  | \$ 0            | \$ 0         | \$ 0            | \$ 3,552,673        | \$ 0            | \$ 0                 | \$ 0          |                                                                          |
| Wtr-132A                           | Construct Wells for Northwest Service Area                             | \$ 2,558,281                   | 0%            | \$ 0          | 100%     | \$ 2,558,281  | \$ 2,558,281    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |                                                                          |
| Wtr-132B                           | Construct Water Distribution Pipelines for Northwest Service Area      | \$ 2,655,051                   | 0%            | \$ 0          | 100%     | \$ 2,655,051  | \$ 0            | \$ 0         | \$ 0            | \$ 2,655,051        | \$ 0            | \$ 0                 | \$ 0          |                                                                          |
| Wtr-134                            | Implement a Scheduled Valve Exercising Program                         | \$ 4,959,754                   | 100%          | \$ 4,959,754  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 4,959,754         | \$ 0          |                                                                          |
| Wtr-135                            | Develop an In-lieu Groundwater Recharge Program                        | \$ 372,353                     | 70%           | \$ 260,647    | 30%      | \$ 111,706    | \$ 111,706      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 260,647           | \$ 0          |                                                                          |
| Wtr-136                            | Groundwater Supply Well Replacement                                    | \$ 16,170,000                  | 100%          | \$ 16,170,000 | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 16,170,000        | \$ 0          |                                                                          |
| Wtr-137                            | Annual Water System Maintenance Maintenance Repair & Upgrades          | \$ 14,195,192                  | 100%          | \$ 14,195,192 | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 14,195,192        | \$ 0          |                                                                          |
| Wtr-138                            | Urban Water Management Plan                                            | \$ 181,425                     | 67%           | \$ 121,555    | 33%      | \$ 59,870     | \$ 59,870       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 121,555           | \$ 0          |                                                                          |
| Wtr-139                            | Joint Surface Water CEQA & Feasibility                                 | \$ 154,834                     | 67%           | \$ 103,739    | 33%      | \$ 51,095     | \$ 51,095       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 103,739           | \$ 0          |                                                                          |
| Wtr-140                            | Replace Elevated Tank                                                  | \$ 2,500,000                   | 100%          | \$ 2,500,000  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 2,500,000         | \$ 0          |                                                                          |
| Subtotal Water Facilities          |                                                                        | \$ 112,702,534                 | 65%           | \$ 72,913,088 | 35%      | \$ 39,789,446 | \$ 25,199,529   | \$ 0         | \$ 0            | \$ 300,000          | \$ 6,207,724    | \$ 72,613,088        | \$ 8,382,193  | \$ 0                                                                     |
| Road Improvements                  |                                                                        |                                |               |               |          |               |                 |              |                 |                     |                 |                      |               |                                                                          |
| New Street Construction            |                                                                        |                                |               |               |          |               |                 |              |                 |                     |                 |                      |               |                                                                          |
| NSC-2                              | Extend Thomas St.from Main St. to Lemen Ave.                           | \$ 2,460,291                   | 100%          | \$ 2,460,291  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 2,460,291    | \$ 0                 | \$ 0          |                                                                          |
| NSC-100                            | Extend Coloma Way from Co. Rd 24A to 24C                               | \$ 740,836                     | 0%            | \$ 0          | 100%     | \$ 740,836    | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 740,836    |                                                                          |
| NSC-101                            | Extend College St.between Co. Rd 24A and 24C                           | \$ 740,836                     | 0%            | \$ 0          | 100%     | \$ 740,836    | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 740,836    |                                                                          |
| NSC-103                            | Constuct four-lane principal arterial on CR24C between Pioneer & East. | \$ 10,810,161                  | 0%            | \$ 0          | 100%     | \$ 10,810,161 | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 10,810,161 |                                                                          |
| NSC-104                            | Construct two-lane principal arterial on CR24C between East & College  | \$ 2,116,675                   | 0%            | \$ 0          | 100%     | \$ 2,116,675  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 2,116,675  |                                                                          |
| NSC-105                            | Extend Matmor Rd from Tyler Dr. to Co. Rd. 24C                         | \$ 2,310,474                   | 0%            | \$ 0          | 100%     | \$ 2,310,474  | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 2,310,474  |                                                                          |
| Subtotal New Street Construction   |                                                                        | \$ 19,179,273                  | 13%           | \$ 2,460,291  | 87%      | \$ 16,718,982 | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 2,460,291    | \$ 0                 | \$ 16,718,982 | \$ 0                                                                     |
| Street Widening                    |                                                                        |                                |               |               |          |               |                 |              |                 |                     |                 |                      |               |                                                                          |
| SW-1(A)                            | Widen Kentucky Ave. from East St to College St.                        | \$ 5,908,000                   | 0%            | \$ 0          | 100%     | \$ 5,908,000  | \$ 1,700,000    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 4,208,000    Move all but \$1.7 million from development fee to other |
| SW-1(B)                            | Widen Kenucky Ave. between College St. and West St.                    | \$ 5,291,000                   | 0%            | \$ 0          | 100%     | \$ 5,291,000  | \$ 1,700,000    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 3,591,000    Move all but \$1.7 million from development fee to other |
| SW-17                              | East St. Corridor Specific Plan Road Improvements                      | \$ 3,596,973                   | 100%          | \$ 3,596,973  | 0%       | \$ 0          | \$ 0            | \$ 0         | \$ 0            | \$ 0                | \$ 3,596,973    | \$ 0                 | \$ 0          |                                                                          |

Table C-1  
2008 MPFP Fee Nexus Study Update  
Facility Cost Funding Sources

| Project No.    Project Description |                                                                          | Total Left to Fund | Existing Dev. |               | New Dev. |               | Funding Sources |      |              |               |                 | Funding Sources     |                 |                                                   |                                                             |
|------------------------------------|--------------------------------------------------------------------------|--------------------|---------------|---------------|----------|---------------|-----------------|------|--------------|---------------|-----------------|---------------------|-----------------|---------------------------------------------------|-------------------------------------------------------------|
|                                    |                                                                          |                    | Pct.          | Amount        | Pct.     | Amount        | Development     |      | Redev. Fund  | General Fund  | Special Funding | Assessment District | Utility Revenue | Planned Neighborhood                              | Other                                                       |
|                                    |                                                                          |                    |               |               |          | Fee           |                 |      |              |               |                 |                     |                 |                                                   |                                                             |
|                                    |                                                                          | (2007 dollars)     |               |               |          |               |                 |      |              |               |                 |                     |                 |                                                   |                                                             |
| SW-104                             | Widen Pioneer Ave. between Gibson Rd. and CR 25A                         | \$ 3,990,069       | 0%            | \$ 0          | 100%     | \$ 3,990,069  | \$ 0            | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 3,990,069    |                                                   |                                                             |
| SW-105                             | East Main Street/Pioneer Avenue Intersection                             | \$ 340,042         | 0%            | \$ 0          | 100%     | \$ 340,042    | \$ 327,359      | \$ 0 | \$ 0         | \$ 12,684     | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-106                             | East Main Street/CR 102 Intersection                                     | \$ 390,348         | 0%            | \$ 0          | 100%     | \$ 390,348    | \$ 380,121      | \$ 0 | \$ 0         | \$ 10,227     | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-107                             | East Main Street/Northbound I-5 off ramp Intersection                    | \$ 151,191         | 0%            | \$ 0          | 100%     | \$ 151,191    | \$ 141,394      | \$ 0 | \$ 0         | \$ 9,797      | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-2                               | Gibson frontage improvements, MPFP share                                 | \$ 400,000         | 0%            | \$ 0          | 100%     | \$ 400,000    | \$ 400,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-201                             | Widen East St between CR 24A and the south edge of the County Fair Mall  | \$ 1,900,000       | 0%            | \$ 0          | 100%     | \$ 1,900,000  | \$ 950,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 950,000      |                                                   |                                                             |
| SW-202                             | Widen east side of CR 102 between Gibson Rd and Farmer's Central Rd      | \$ 1,000,000       | 0%            | \$ 0          | 100%     | \$ 1,000,000  | \$ 1,000,000    | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-203                             | Widen east side of CR 102 between Farmer's Central Rd and Parkway Dr     | \$ 1,334,000       | 0%            | \$ 0          | 100%     | \$ 1,334,000  | \$ 1,334,000    | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-204                             | Widen west side of CR 102 between Gibson Rd and Parkway Dr               | \$ 2,200,000       | 0%            | \$ 0          | 100%     | \$ 2,200,000  | \$ 2,200,000    | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            | Move from planned neighborhood to development fee |                                                             |
| SW-205                             | E Beamer St/CR 102 intersection modifications                            | \$ 187,000         | 0%            | \$ 0          | 100%     | \$ 187,000    | \$ 187,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-206                             | E Main St/East St intersection modifications                             | \$ 528,000         | 0%            | \$ 0          | 100%     | \$ 528,000    | \$ 528,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-207                             | E Main St/SB SR 113 intersection modifications                           | \$ 288,000         | 0%            | \$ 0          | 100%     | \$ 288,000    | \$ 288,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-208                             | Gibson Rd/East St intersection modifications                             | \$ 1,611,000       | 0%            | \$ 0          | 100%     | \$ 1,611,000  | \$ 1,611,000    | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SW-209                             | Intersection modifications & traffic signal at East St and CR 25A        | \$ 515,000         | 0%            | \$ 0          | 100%     | \$ 515,000    | \$ 515,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| Subtotal Street Widening           |                                                                          | \$ 29,630,624      | 12%           | \$ 3,596,973  | 88%      | \$ 26,033,651 | \$ 13,261,873   | \$ 0 | \$ 0         | \$ 32,708     | \$ 3,596,973    | \$ 0                | \$ 4,940,069    | \$ 7,799,000                                      |                                                             |
| Street Construction                |                                                                          |                    |               |               |          |               |                 |      |              |               |                 |                     |                 |                                                   |                                                             |
| SC-1                               | Construct south side of Main St. from Ashley Ave. to Cottonwood St.      | \$ 426,084         | 100%          | \$ 426,084    | 0%       | \$ 0          | \$ 0            | \$ 0 | \$ 0         | \$ 426,084    | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| SC-2                               | Construct west side of Cottonwood St. from Main St. to Lincoln Ave.      | \$ 340,867         | 100%          | \$ 340,867    | 0%       | \$ 0          | \$ 0            | \$ 0 | \$ 0         | \$ 0          | \$ 340,867      | \$ 0                | \$ 0            |                                                   |                                                             |
| SC-12                              | Rebuild existing City streets                                            | \$ 19,545,643      | 67%           | \$ 13,095,581 | 33%      | \$ 6,450,062  | \$ 0            | \$ 0 | \$ 0         | \$ 13,095,581 | \$ 0            | \$ 0                | \$ 0            | \$ 6,450,062                                      | Move from development fee to Other                          |
| SC-100                             | Construct Pioneer Ave. between Gibson Rd. and County Rd. 24C             | \$ 2,540,010       | 0%            | \$ 0          | 100%     | \$ 2,540,010  | \$ 0            | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 2,540,010    |                                                   |                                                             |
| SC-101                             | Upgrade County Rd. 25A to standard two-lane minor arterial cross section | \$ 2,057,573       | 0%            | \$ 0          | 100%     | \$ 2,057,573  | \$ 0            | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 2,057,573    |                                                   |                                                             |
| SC-200                             | Beamer St UC replacement                                                 | \$ 4,000,000       | 100%          | \$ 4,000,000  | 0%       | \$ 0          | \$ 0            | \$ 0 | \$ 4,000,000 | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| Subtotal Street Construction       |                                                                          | \$ 28,910,177      | 62%           | \$ 17,862,532 | 38%      | \$ 11,047,645 | \$ 0            | \$ 0 | \$ 4,000,000 | \$ 13,521,665 | \$ 340,867      | \$ 0                | \$ 4,597,583    | \$ 6,450,062                                      |                                                             |
| Transportation Planning            |                                                                          |                    |               |               |          |               |                 |      |              |               |                 |                     |                 |                                                   |                                                             |
| TP-1                               | Update Master Plan                                                       | \$ 300,000         | 0%            | \$ 0          | 100%     | \$ 300,000    | \$ 300,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| TP-2                               | Update Bikeway Plan                                                      | \$ 101,710         | 0%            | \$ 0          | 100%     | \$ 101,710    | \$ 101,710      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| TP-3                               | Misc. Corridor, Feasibility & Planning Studies                           | \$ 300,000         | 0%            | \$ 0          | 100%     | \$ 300,000    | \$ 300,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| Subtotal Transportation Planning   |                                                                          | \$ 701,710         | 0%            | \$ 0          | 100%     | \$ 701,710    | \$ 701,710      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            | \$ 0                                              |                                                             |
| Interchanges Grade Sep             |                                                                          |                    |               |               |          |               |                 |      |              |               |                 |                     |                 |                                                   |                                                             |
| IGS-1                              | Reconstruct the interchange with I-5 including crossover                 | \$ 12,600,000      | 0%            | \$ 0          | 100%     | \$ 12,600,000 | \$ 12,600,000   | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| IGS-100                            | Construct I-5/SR 113 Freeway to Freeway                                  | \$ 66,278,000      | 85%           | \$ 56,336,300 | 15%      | \$ 9,941,700  | \$ 9,941,700    | \$ 0 | \$ 0         | \$ 56,336,300 | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| IGS-101                            | Gibson Rd. pedestrian overcrossing at Woodland Community College         | \$ 4,000,000       | 0%            | \$ 0          | 100%     | \$ 4,000,000  | \$ 0            | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            | \$ 4,000,000                                      | Move from development fee and Planned Neighborhood to Other |
| IGS-102                            | SR 113 Pedestrian/Bicycle Overcrossing                                   | \$ 3,336,888       | 0%            | \$ 0          | 100%     | \$ 3,336,888  | \$ 3,336,888    | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| Subtotal Interchanges Grade Sep    |                                                                          | \$ 86,214,888      | 65%           | \$ 56,336,300 | 35%      | \$ 29,878,588 | \$ 25,878,588   | \$ 0 | \$ 0         | \$ 56,336,300 | \$ 0            | \$ 0                | \$ 0            | \$ 4,000,000                                      |                                                             |
| New Traffic Signals                |                                                                          |                    |               |               |          |               |                 |      |              |               |                 |                     |                 |                                                   |                                                             |
| NTS-9                              | Install traffic signal at Lincoln Ave. and California St.                | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-10                             | Install traffic signal at Beamer St. and California St.                  | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-11                             | Install traffic signal at Gibson Rd. and Cottonwood St.                  | \$ 337,000         | 0%            | \$ 0          | 100%     | \$ 337,000    | \$ 337,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-12                             | Install traffic signal at Lincoln Ave. and Cottonwood St.                | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-13                             | Install traffic signal at Cottonwood St. and Beamer St.                  | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-18                             | Install Traffic Signal at Kentucky Ave. and College St.                  | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-19                             | Install traffic signal at Kentucky Ave. and CR98                         | \$ 200,574         | 0%            | \$ 0          | 100%     | \$ 200,574    | \$ 20,000       | \$ 0 | \$ 0         | \$ 180,574    | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-20                             | Install traffic signal at Kentucky Ave. and Cottonwood St.               | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-24                             | Install traffic signal at Gibson Rd. and CR 98                           | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-28                             | Install Traffic Signal at East St and Lemen Ave.                         | \$ 2,351,000       | 43%           | \$ 1,010,930  | 57%      | \$ 1,340,070  | \$ 1,340,070    | \$ 0 | \$ 0         | \$ 1,010,930  | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-33                             | Install traffic signal at Gum Ave. and Matmor Rd.                        | \$ 335,000         | 0%            | \$ 0          | 100%     | \$ 335,000    | \$ 335,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-101                            | Install traffic signal at Farnham Ave. and Maxwell Ave.                  | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-102                            | Install traffic signal at Kincheloe Dr. and Maxwell                      | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 365,000      | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 0            |                                                   |                                                             |
| NTS-104                            | Install traffic signal at Matmor Rd. and CR 24C                          | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 0            | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 365,000      |                                                   |                                                             |
| NTS-105                            | Install traffic signal at East St. and CR 24C                            | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 0            | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 365,000      |                                                   |                                                             |
| NTS-106                            | Install traffic signal at Pioneer Ave. and CR 24C                        | \$ 365,000         | 0%            | \$ 0          | 100%     | \$ 365,000    | \$ 0            | \$ 0 | \$ 0         | \$ 0          | \$ 0            | \$ 0                | \$ 365,000      |                                                   |                                                             |

Table C-1  
2008 MPFP Fee Nexus Study Update  
Facility Cost Funding Sources

| 2008 MPFP Fee Nexus Study Update<br>Facility Cost Funding Sources |                                                                   | EXCLUDED AND ADDED COSTS HIGHLIGHTED     |               |        |          |            |                 | EXCLUDED AND ADDED COSTS HIGHLIGHTED |              |                 |                     |                 |                      |       |       |
|-------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------|---------------|--------|----------|------------|-----------------|--------------------------------------|--------------|-----------------|---------------------|-----------------|----------------------|-------|-------|
| Project No.                                                       | Project Description                                               | Total Left to Fund<br><br>(2007 dollars) | Existing Dev. |        | New Dev. |            | Funding Sources |                                      |              |                 | Funding Sources     |                 |                      |       |       |
|                                                                   |                                                                   |                                          | Pct.          | Amount | Pct.     | Amount     | Development Fee | Redev. Fund                          | General Fund | Special Funding | Assessment District | Utility Revenue | Planned Neighborhood | Other | Notes |
|                                                                   |                                                                   |                                          |               |        |          |            |                 |                                      |              |                 |                     |                 |                      |       |       |
| NTS-107                                                           | Install traffic signal at Kentucky Ave. and CR 102                | \$ 365,000                               | 0%            | \$ 0   | 100%     | \$ 365,000 | \$ 365,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 |       |       |
| NTS-108                                                           | Install traffic signal at Rd. 24A and East St.                    | \$ 365,000                               | 0%            | \$ 0   | 100%     | \$ 365,000 | \$ 0            | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 365,000           |       |       |
| NTS-109                                                           | Install traffic signal at Palm Ave. and Kentucky Ave.             | \$ 365,000                               | 0%            | \$ 0   | 100%     | \$ 365,000 | \$ 365,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 |       |       |
| NTS-113                                                           | Install traffic signal at Pioneer Ave and Brannigan               | \$ 290,000                               | 0%            | \$ 0   | 100%     | \$ 290,000 | \$ 290,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 |       |       |
| NTS-114                                                           | East Main Street/Douglas Avenue Traffic Signal &                  | \$ 365,000                               | 0%            | \$ 0   | 100%     | \$ 365,000 | \$ 339,231      | \$ 0                                 | \$ 0         | \$ 25,769       | \$ 0                | \$ 0            | \$ 0                 |       |       |
| NTS-115                                                           | Install traffic signal at Farnham Ave. and Pioneer Ave.           | \$ 290,000                               | 0%            | \$ 0   | 100%     | \$ 290,000 | \$ 290,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 |       |       |
| NTS-200                                                           | Install traffic signal at College St and Cross St                 | \$ 365,000                               | 0%            | \$ 0   | 100%     | \$ 365,000 | \$ 365,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 |       |       |
| NTS-201                                                           | Modify traffic signal at East and CR 24A (ultimate configuration) | \$ 260,000                               | 0%            | \$ 0   | 100%     | \$ 260,000 | \$ 130,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 130,000           |       |       |
| NTS-202                                                           | Traffic signal at Ashley Ave and Gibson Road                      | \$ 365,000                               | 0%            | \$ 0   | 100%     | \$ 365,000 | \$ 365,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 |       |       |
| NTS-203                                                           | Traffic signal at E Main St and Freeway Drive                     | \$ 365,000                               | 0%            | \$ 0   | 100%     | \$ 365,000 | \$ 365,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 |       |       |
| NTS-204                                                           | Traffic signal at Kentucky Ave and Cleveland St                   | \$ 365,000                               | 0%            | \$ 0   | 100%     | \$ 365,000 | \$ 365,000      | \$ 0                                 | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 |       |       |



Table C-1  
2008 MPFP Fee Nexus Study Update  
Facility Cost Funding Sources

| Project No.    Project Description                                             |  | Total Left to Fund | Existing Dev. |                | New Dev. |                | Funding Sources |              |                 |                     |                 | Funding Sources      |               |               |
|--------------------------------------------------------------------------------|--|--------------------|---------------|----------------|----------|----------------|-----------------|--------------|-----------------|---------------------|-----------------|----------------------|---------------|---------------|
|                                                                                |  |                    | Pct.          | Amount         | Pct.     | Amount         | Development     |              | Special Funding | Assessment District | Utility Revenue | Planned Neighborhood | Other         | Notes         |
|                                                                                |  |                    |               |                |          |                | Fee             | Redev. Fund  |                 |                     |                 |                      |               |               |
| NTS-205    Traffic signal at Main St and 5th St                                |  | \$ 365,000         | 0%            | \$ 0           | 100%     | \$ 365,000     | \$ 365,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal New Traffic Signals                                                   |  | \$ 11,728,574      | 9%            | \$ 1,010,930   | 91%      | \$ 10,717,644  | \$ 8,921,301    | \$ 0         | \$ 0            | \$ 1,217,273        | \$ 0            | \$ 0                 | \$ 1,590,000  | \$ 0          |
| Traffic Signal Modifications                                                   |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| TSM-103    Rehabilitation of Traffic Signals                                   |  | \$ 329,871         | 100%          | \$ 329,871     | 0%       | \$ 0           | \$ 0            | \$ 0         | \$ 0            | \$ 329,871          | \$ 0            | \$ 0                 | \$ 0          |               |
| TSM-104    East Main Street/Industrial Way/SR 113 West Intersection            |  | \$ 65,424          | 0%            | \$ 0           | 100%     | \$ 65,424      | \$ 64,633       | \$ 0         | \$ 0            | \$ 792              | \$ 0            | \$ 0                 | \$ 0          |               |
| TSM-106    Modify Traffic Signal at East St and Kentucky Avenue                |  | \$ 173,000         | 0%            | \$ 0           | 100%     | \$ 173,000     | \$ 173,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| TSM-200    Signal modifications at Pioneer and Gum                             |  | \$ 97,000          | 0%            | \$ 0           | 100%     | \$ 97,000      | \$ 97,000       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| TSM-201    Signal modifications at East Gibson Rd and Matmor Rd.               |  | \$ 100,000         | 0%            | \$ 0           | 100%     | \$ 100,000     | \$ 100,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| TSM-202    Signal Modifications, provide protected left turns                  |  | \$ 1,500,000       | 0%            | \$ 0           | 100%     | \$ 1,500,000   | \$ 1,500,000    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| TSM-203    Citywide TIS improvements                                           |  | \$ 1,800,000       | 0%            | \$ 0           | 100%     | \$ 1,800,000   | \$ 1,800,000    | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal Traffic Signal Modifications                                          |  | \$ 4,065,296       | 8%            | \$ 329,871     | 92%      | \$ 3,735,424   | \$ 3,734,633    | \$ 0         | \$ 0            | \$ 330,663          | \$ 0            | \$ 0                 | \$ 0          | \$ 0          |
| Street Lighting/Landscaping                                                    |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| SLL-1    Convert series circuits to parallel for street lights                 |  | \$ 1,862,863       | 100%          | \$ 1,862,863   | 0%       | \$ 0           | \$ 0            | \$ 1,862,863 | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal Street Lighting/Landscaping                                           |  | \$ 1,862,863       | 100%          | \$ 1,862,863   | 0%       | \$ 0           | \$ 0            | \$ 1,862,863 | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 0          |
| Spot Intersection Improvements                                                 |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| SII-2    Gibson at West                                                        |  | \$ 89,340          | 100%          | \$ 89,340      | 0%       | \$ 0           | \$ 0            | \$ 0         | \$ 0            | \$ 89,340           | \$ 0            | \$ 0                 | \$ 0          |               |
| SII-100    School Related Crossing Improvements                                |  | \$ 2,000,000       | 85%           | \$ 1,700,000   | 15%      | \$ 300,000     | \$ 300,000      | \$ 0         | \$ 0            | \$ 1,700,000        | \$ 0            | \$ 0                 | \$ 0          |               |
| SII-101    Round-About at Gum & Bourn                                          |  | \$ 400,000         | 0%            | \$ 0           | 100%     | \$ 400,000     | \$ 400,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal Spot Intersection Improvements                                        |  | \$ 2,489,340       | 72%           | \$ 1,789,340   | 28%      | \$ 700,000     | \$ 700,000      | \$ 0         | \$ 0            | \$ 1,789,340        | \$ 0            | \$ 0                 | \$ 0          | \$ 0          |
| Public Works Street Calming                                                    |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| TC-200    Traffic calming on the Maxwell/Farnham/Gum corridor                  |  | \$ 300,000         | 0%            | \$ 0           | 100%     | \$ 300,000     | \$ 300,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| TC-201    Traffic calming - general                                            |  | \$ 500,000         | 0%            | \$ 0           | 100%     | \$ 500,000     | \$ 500,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal Public Works Street Calming                                           |  | \$ 800,000         | 0%            | \$ 0           | 100%     | \$ 800,000     | \$ 800,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 0          |
| Bike/Pedestrian                                                                |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| BPF-1    Add bike routes to system                                             |  | \$ 748,215         | 70%           | \$ 523,750     | 30%      | \$ 224,464     | \$ 224,464      | \$ 0         | \$ 0            | \$ 523,750          | \$ 0            | \$ 0                 | \$ 0          |               |
| BPF-2    Replace "grate" catch basin tops                                      |  | \$ 89,340          | 100%          | \$ 89,340      | 0%       | \$ 0           | \$ 0            | \$ 0         | \$ 0            | \$ 89,340           | \$ 0            | \$ 0                 | \$ 0          |               |
| BPF-200    Pedestrian/Bicycle crossing improvements                            |  | \$ 200,000         | 0%            | \$ 0           | 100%     | \$ 200,000     | \$ 200,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| BPF-201    Sidewalk on south side of Gibson from east of Matmor to Pioneer     |  | \$ 250,000         | 0%            | \$ 0           | 100%     | \$ 250,000     | \$ 250,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal Bike/Pedestrian                                                       |  | \$ 1,287,555       | 48%           | \$ 613,091     | 52%      | \$ 674,464     | \$ 674,464      | \$ 0         | \$ 0            | \$ 613,091          | \$ 0            | \$ 0                 | \$ 0          | \$ 0          |
| Public Facilities                                                              |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| PUB-1    Public Works Vehicles & Equipment                                     |  | \$ 817,299         | 0%            | \$ 0           | 100%     | \$ 817,299     | \$ 817,299      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| PUB-2    Install wheel chair ramps at int. curbs                               |  | \$ 1,172,418       | 100%          | \$ 1,172,418   | 0%       | \$ 0           | \$ 0            | \$ 0         | \$ 0            | \$ 1,172,418        | \$ 0            | \$ 0                 | \$ 0          |               |
| PUB-3    Upgrade Alleys                                                        |  | \$ 450,412         | 100%          | \$ 450,412     | 0%       | \$ 0           | \$ 0            | \$ 292,768   | \$ 157,644      | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| PUB-4    Wireless Communications                                               |  | \$ 13,508          | 0%            | \$ 0           | 100%     | \$ 13,508      | \$ 13,508       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| PUB-100    GIS Database                                                        |  | \$ 30,408          | 50%           | \$ 15,204      | 50%      | \$ 15,204      | \$ 15,204       | \$ 0         | \$ 0            | \$ 3,801            | \$ 0            | \$ 11,403            | \$ 0          |               |
| Subtotal Public Facilities                                                     |  | \$ 2,484,044       | 66%           | \$ 1,638,034   | 34%      | \$ 846,011     | \$ 846,011      | \$ 292,768   | \$ 157,644      | \$ 1,176,219        | \$ 0            | \$ 11,403            | \$ 0          | \$ 0          |
| Right-of-Way                                                                   |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| ROW-100    Reserve right-of-way for 4-lane arterial between West St. and CR 98 |  | \$ 27,489          | 0%            | \$ 0           | 100%     | \$ 27,489      | \$ 27,489       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal Right-of-Way                                                          |  | \$ 27,489          | 0%            | \$ 0           | 100%     | \$ 27,489      | \$ 27,489       | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 0          |
| Traffic Engineering Services                                                   |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| TES-100    Traffic Engineering Services-annual                                 |  | \$ 450,000         | 0%            | \$ 0           | 100%     | \$ 450,000     | \$ 450,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal Traffic Engineering Services                                          |  | \$ 450,000         | 0%            | \$ 0           | 100%     | \$ 450,000     | \$ 450,000      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 0          |
| Update Traffic Model                                                           |  |                    |               |                |          |                |                 |              |                 |                     |                 |                      |               |               |
| UTM-100    Update Traffic Model                                                |  | \$ 149,643         | 0%            | \$ 0           | 100%     | \$ 149,643     | \$ 149,643      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          |               |
| Subtotal Update Traffic Model                                                  |  | \$ 149,643         | 0%            | \$ 0           | 100%     | \$ 149,643     | \$ 149,643      | \$ 0         | \$ 0            | \$ 0                | \$ 0            | \$ 0                 | \$ 0          | \$ 0          |
| Subtotal Road Improvements                                                     |  | \$ 189,981,475     | 46%           | \$ 87,500,224  | 54%      | \$ 102,481,251 | \$ 56,145,713   | \$ 292,768   | \$ 6,020,507    | \$ 75,017,258       | \$ 6,398,131    | \$ 11,403            | \$ 27,846,634 | \$ 18,249,062 |
| GRAND TOTAL                                                                    |  | \$ 532,585,115     | 46%           | \$ 242,329,211 | 54%      | \$ 290,255,905 | \$ 123,262,398  | \$ 1,628,268 | \$ 52,457,119   | \$ 86,516,258       | \$ 18,274,878   | \$ 98,269,277        | \$ 85,338,578 | \$ 66,838,338 |



## Legislation Text

17.

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**File #: 14-745, Version: 1**

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**TO: THE HONORABLE MAYOR AND CITY COUNCIL****DATE: May 5, 2015****SUBJECT: Resolution Establishing a Flood Control Advisory Committee and Nomination of Candidates****Recommendation for Action:** Staff recommends that the City Council:

- 1) Approve Resolution No. \_\_\_\_\_, establishing the Flood Control Advisory Committee, as proposed; and
- 2) Appoint members of the public to serve on the Flood Control Advisory Committee, as recommended by the Council's Flood Project sub-committee.

**Staff Contact**

Paul Navazio, City Manager, (530) 661-5800, paul.navazio@cityofwoodland.org

**Fiscal Impact**

No direct fiscal impact. The establishment of a citizen's advisory committee would result in a modest increase in staff work associated with administrative support and technical, subject-matter expertise provided to the committee in the course of its work. Costs to support the committee will be covered within existing staffing levels and budget within the City Manager's Office and Community Development Department. There may be some increased cost should the committee require support from the city's flood project consultant team as the work of the project management team is on a time-and-material basis.

**Background**

At their meeting of April 7, 2015, the City Council accepted a recommendation from the Flood Project sub-committee (Marble/Hilliard) to proceed with establishment of a Flood Control Advisory Committee to assist in the development and implementation of a locally-preferred flood control project and serve as an additional forum for public input, education and outreach.

The City's ongoing pursuit of a permanent and comprehensive solution to mitigate the flood risk posed by Lower Cache Creek and removing a large number of residential and industrial properties from FEMA's current 200-year flood zone represents a complex, challenging and costly undertaking. As such, any identified solution and corresponding funding plan will require extensive public outreach, stakeholder engagement and, ultimately, public acceptance.

Establishing a citizen's Flood Control Advisory Committee would be useful as an additional means of vetting project alternatives and refinement of a "preferred" project, as well as consideration of appropriate funding and financing options available to the City, depending on the specific project and "path" identified as presenting the best opportunity for the community.

### **Discussion**

#### Establishing the Flood Advisory Committee

The Flood Project sub-committee presented the City Council with an initial proposal for the scope, structure and make-up of the advisory committee. Consistent with that original proposal as well as feedback from the Council, staff has prepared a resolution for Council consideration to formally establish the Flood Control Advisory Committee.

The committee is being proposed with the following charge.

- A. Provide comment, feedback and recommendations to the City Council on issues related to development and implementation of a comprehensive flood solution, including (1) selection of a locally-preferred project and (2) a recommended financing plan.
- B. Serve as a forum for public input and feedback on issues related to development and implementation of a comprehensive flood solution.
- C. Promote community-wide education and awareness of flood control issues.

The structure and make-up of the committee is being proposed as follows:

- 13 "regular" members
  - o 5 appointed by individual City Council members
  - o 8 recommended for appointment by the Flood Project sub-committee
- 2 "alternate" members
- A chairperson appointed by the Council from among its active members
- Initial four-year terms

#### Nomination of Committee Members

Each City Council member has selected a member of the public to serve on the Flood Advisory Committee. In addition, the Flood Project sub-committee, after careful review of the pool of applicants who submitted applications to serve on the committee, is prepared to nominate eight additional candidates as well as nominate a chairperson for the committee. All appointments are subject to ratification from the entire City Council.

The proposed committee members are as follows:

Additional Committee members (as recommended by Flood Project sub-committee):

Council Appointees:

Eric Alfaro (Barajas)  
Kevin Cowan (Hilliard)  
Ken Trott (Stallard)  
Steve Barzo (Denny)  
Nancy Lea (Marble)

Regular Appointees:

Mike Adams  
Skip Davies (Nominated to serve as Committee Chairperson)  
Al Eby  
Evelia Genera  
Eric Paulsen  
Lynnel Pollock  
Mary-Ann Warmerdam

Alternates:

Elisabeth Robbins  
Robert Ullrey

**Conclusion**

Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, establishing the Flood Control Advisory Committee, as proposed, and appoint members of the public to serve on the Flood Control Advisory Committee, as recommended by the Council's Flood Project sub-committee.



Paul Navazio, City Manager

Attachment

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CREATING  
THE FLOOD CONTROL ADVISORY COMMITTEE**

WHEREAS, important sections of the Northern residential area, Northeast Industrial areas of Woodland have been designated by FEMA to be located in a 200-year flood plain due to the potential for flooding of the Lower Cache Creek; and

WHEREAS, there are significant safety and economic negative impacts to existing homeowners and business owners in Woodland as well as Yolo County whose properties are located in this designated flood-plain; and

WHEREAS, properties located in the designated flood plane experience deflated property values and are required to provide flood insurance at an increasingly high cost, further disadvantaging current and prospective businesses; and

WHEREAS, there are significant public safety and economic development negative impacts to the City of Woodland resulting from the lack of 200-year flood protection; and

WHEREAS, State law mandates that General Plans and local zoning ordinances provide for adequate flood protection; and

WHEREAS, securing a comprehensive flood protection solution is a critical City priority and requires support and collaboration from a variety of federal and state government agencies as well as a wide range of local public agencies, property owners, businesses, the farming community, and other stakeholders; and

WHEREAS, the City of Woodland has been working for over a decade to identify a comprehensive flood solution to provide 200-year flood protection, and has recently made significant progress via a three-pronged strategy of pursuing a federally-supported project, working with the State Department of Water Resources to explore the feasibility of a state-supported project, and working with the Central Valley Flood Protection Board to have the City's Lower Cache Creek Flood Project included as a priority project within the Central Valley Flood Protection Plan; and

WHEREAS, the City Council, at the recommendation of the Council-appointed Flood Subcommittee (Marble/Hilliard), wishes to establish a citizens advisory committee to assist the City Council with the selection and implementation of a locally-preferred flood project to address the risk associated with a 200-year flood event from Lower Cache Creek;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby creates the Flood Control Advisory Committee, as follows:

**1. PURPOSE**

The purpose of the Flood Control Advisory Committee is to review and evaluate project alternatives for achieving a comprehensive flood solution and provide recommendations to the City Council regarding a locally-preferred flood control project and financing plan.

## 2. MEMBERSHIP

The Lower Cache Creek Flood Project Public Advisory Committee shall consist of thirteen regular members and two alternates, to be appointed as follows:

- A. Each City Council member shall appoint one member (5 total)
- B. The City Council Flood Subcommittee shall recommend to the City Council the appointment of an additional eight regular members and two alternate members.
- C. The sub-committee shall also nominate, from among the recommended appointees, one member to serve as Chairperson of the Flood Control Advisory Committee.
- D. Formal appointment of committee members and chair are subject to ratification by the City Council.
- E. While committee membership is not restricted to Woodland residents, a majority of the committee shall consist of City of Woodland residents.

All efforts shall be made to ensure that the Committee membership reflects the City's diversity of interests and viewpoints, and care shall be taken to ensure both broad-based community representation as well as representation from flood protection stakeholder groups, such as (but not necessarily limited to) the Yolo Farm Bureau, the Woodland Chamber of Commerce, and the Yolo County Flood Control and Water Conservation District.

## 3. TERM OF OFFICE

Members of the Committee shall serve an initial term of four (4) years.

## 4. TERMINATION OF APPOINTMENT

Any member who has been absent from three (3) consecutive regular or special meetings, or who has missed more than 1/3 of the meetings in a 12-month period, without the approval of the City Council and/or the Committee, shall have their membership automatically terminated. Members of the Committee shall serve at the pleasure of the City Council and may be removed from office by a majority vote of the City Council.

## 5. VACANCIES

Vacancies on the Committee shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made.

## 6. OFFICERS

The City Council Flood Subcommittee shall nominate a Chairperson, which shall be ratified by the City Council. The Chairperson shall call the meetings to order, shall serve as the presiding officer of the Committee's meetings, and shall perform such other duties as may from time to time be prescribed by the Committee. The Chairperson shall serve in that position at the pleasure of the City Council.

If it so desires, the Committee may appoint a Vice Chairperson who shall have all of the powers and duties of the Chairperson in the event the Chairperson is absent or unable to act.

The Committee may create and appoint members to subcommittees.

## 7. MEETINGS

The Committee shall establish a regular time and place of meeting and shall hold regular meetings. Special meetings of the Committee may be called by the Chairperson, or by a quorum of the Committee. All meetings shall comply with the Ralph M. Brown Act.

## 8. QUORUM

A quorum of the Committee shall consist of a 7 members, representing a majority of the Committee's regular members. In the absence of one or more regular members, one or more alternate members may participate as regular committee members for purposes of establishing a quorum and for conducting the business of the committee.

## 9. FUNCTIONS OF THE COMMITTEE

The Flood Control Advisory Committee shall have the responsibilities as provided in this section and such other duties as the City Council may from time to time decide:

A. Provide comment, feedback and recommendations to the City Council on issues related to development and implementation of a comprehensive flood solution, including:  
(1) selection of a locally-preferred project, and  
(2) a recommended financing plan.

B. Serve as a forum for public input and feedback on issues related to development and implementation of a comprehensive flood solution.

C. Promote community-wide education and awareness of flood control issues.



**PASSED AND ADOPTED** by the City Council this 5<sup>th</sup> day of May, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Tom Stallard, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Ana B. Gonzalez, City Clerk

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Kara K. Ueda, City Attorney